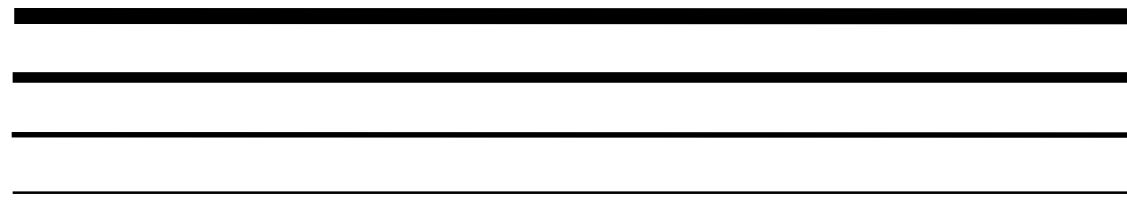


# REQUEST FOR PROPOSAL

**WATER POLLUTION CONTROL AUTHORITY  
CANTON, CONNECTICUT**

**Sludge Transportation & Disposal Services  
Canton, Connecticut**



**NOVEMBER 2014**



**WOODARD  
& CURRAN**

**ENGINEERING:SCIENCE:OPERATIONS**



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**TOWN OF CANTON  
WATER POLLUTION CONTROL AUTHORITY  
CANTON, CONNECTICUT**

**SLUDGE TRANSPORTATION & DISPOSAL SERVICES**



**Consulting Engineers**

1699 King Street | Suite 406

Enfield, Connecticut 06082

Tel: (860) 627-0314

Project No. 222479.49

November 2014

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**TOWN OF CANTON, CT  
WATER POLLUTION CONTROL FACILITY  
SLUDGE TRANSPORTATION & DISPOSAL SERVICES**

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SECTION 00100 - ADVERTISEMENT FOR BIDS

TOWN OF CANTON  
WATER POLLUTION CONTROL AUTHORITY  
CANTON, CONNECTICUT  
ADVERTISEMENT FOR BIDS

The Town of Canton, Connecticut, acting by and through the Water Pollution Control Authority invites sealed Bids for the proposed "Sludge Transportation & Disposal Services, Water Pollution Control Authority, Town of Canton, Connecticut, November 2014." Sealed Bids will be received at the Canton Town Hall, Office of the Chief Administrative Officer, 4 Market Street, Collinsville, Connecticut 06022 at 11:00 a.m. on November 24, 2014 at which time all bids will be opened and publicly read aloud. Sealed bids must have outer envelope marked as "Sludge Transportation & Disposal Services, Town of Canton, Connecticut, November 2014, Bid Enclosed."

The services include, but may not be limited to, the following tasks:

1. The transportation of wastewater sludge from the WPCA's facility to an approved disposal facility by the Contractor.
2. The disposal of the aforementioned wastewater sludge in accordance with local, state and federal regulations.
3. Any and all additional tasks associated with the service including, but not limited to, coordination, record keeping, contingency planning, and billing.

All sampling to ensure facility compliance with NPDES permit reporting requirements will remain the WPCA's responsibility. However, should the Contractor perform any analyses at the Contractor's discretion, the Contractor may be required to submit the results of the aforementioned analyses to the WPCA. Owner furnished equipment for the service is limited to existing pump, piping and hose used for sludge transfer from the existing storage tanks to Contractor's trucks.

Bidding Documents may be obtained via the Town of Canton's website at:

<http://www.townofcantonct.org/content/19184/20465/default.aspx>.

No Bid may be withdrawn within thirty (30) days after the date of the opening of bids, excluding weekends and legal holidays. Owner reserves the right to waive any informality in or to reject any or all Bids, or to accept any Bid which in their opinion, is in the public interest to do so.

The Town of Canton is an equal opportunity/affirmative action employer.

Questions related to this Bid should be directed to the WPCA's Consulting Engineer:

Woodard & Curran, Inc.  
1699 King Street, Suite 406  
Enfield, CT 06082  
Tel. No.: 860-627-0314  
Attn: Cory Knick or Paul Dombrowski  
Email: cknick@woodardcurran.com

\*\*\* END OF SECTION \*\*\*

SECTION 00200 - INSTRUCTIONS TO BIDDERS

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ARTICLE 8. Modification or Withdrawal of Bid



## ARTICLE 1: TERMS, DEFINITIONS & ABBREVIATIONS

“Acts of God” shall mean an event that directly and exclusively results from the occurrence of natural causes that could not have been prevented by the exercise of foresight or caution; an inevitable accident

“Affiliate” shall mean any Person, which directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

“Bid” shall mean an offer to perform the services outlined herein at a specified Contract Price.

“Bidder” shall mean an entity submitting a Bid under the requirements herein.

“Bidding Documents” shall mean any and all documents included within, and associated with, this Contract including, but not limited to, the Advertisement for Bids, the Request for Proposals, the attached Appendices, and any, and all, Addendums.

“Contract” shall mean this agreement, and each and every Appendix and Addendum attached hereto, and by this reference made part of this Contract, all as amended from time to time.

“Contract Price” shall mean the price-per-gallon paid by the Customer to the Contractor, based on the amount bid by the successful Contractor and including any adjustments pursuant to this Contract, for the services described herein.

“Contract Term” shall mean the term of this Contract including any extensions as provided by this Contract.

“Contractor” shall mean the successful respondent to this request for proposal.

“Contractor Facility” shall mean a Sludge treatment plant owned and operated by the Contractor, an Affiliate of the Contractor, or a permitted plant owned and/or operated by another Person.

“Customer” shall mean the Town of Canton.

“Customer Facility” shall mean the Town of Canton Water Pollution Control Facility.

“Effective Date” shall mean the date for which the Contract Term begins as specified within this Contract.

“Engineer” shall mean the Consulting Engineer annotated on the Advertisement for Bid.

“Future Contract Price” shall mean the Contract Price as adjusted by the stipulations described herein.

“Non-conforming Sludge” shall mean any Sludge transported from the Customer Facility for the purposes of disposal under this Contract which fails to conform to the parameters outlined in Appendix D of this Contract.

“Person” shall mean any partnership, including a limited partnership, corporation, governmental authority, trust and legal entity, as well as natural person.

“Processing” or “Process” shall mean the services performed by the Contractor for the Customer, which may include transportation, treatment and final disposition of Customer Sludge.

“Sludge” shall mean sludge, which substantially conforms to general industry standards for wastewater sludge and meets the concentration requirements set forth in Appendix D regardless of volume.

## ARTICLE 2: GENERAL SCOPE

- 2.01 The transportation of wastewater sludge from the Customer Facility to an approved disposal facility by the Contractor.
- 2.02 The treatment and disposal of the aforementioned wastewater sludge in accordance with local, state and federal regulations.
- 2.03 Any and all additional tasks associated with the service including, but not limited to, coordination, record keeping, contingency planning, and billing.

## ARTICLE 3: CONTRACT TERM

- 3.01 See Section 00500 AGREEMENT, ARTICLE 3: CONTRACT TERM.

## ARTICLE 4: PREPARATION OF BID

- 4.01 It is the responsibility of each Bidder before submitting a bid to:
  - A. examine and carefully study the bidding documents, including any addenda and the other related data identified in the bidding documents;
  - B. visit the Customer Facility, become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
  - D. carefully study all historical data included in the bidding documents;
  - E. become aware of the general nature of the work to be performed by the Customer and others at the site that relates to the Contract as indicated in the bidding documents;
  - F. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
  - G. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.02 On request, the Customer will provide Bidder access to the Customer Facility to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid.

## ARTICLE 5: BASIS OF BID; EVALUATION OF BID

- 5.01 See Section 00700 Part 2 CONTRACT REQUIREMENTS
- 5.02 Proposals and Bidders shall be reviewed to determine whether or not they are responsive to the criteria, terms and conditions contained herein.

- 5.03 Failure to follow the instructions, meet the criteria listed herein, or agree to the terms and conditions herein may be cause for rejection of the proposal as non-responsive.
- 5.04 The Contract may be awarded to the responsible and responsive Bidder submitting the most desirable, cost effective, and responsible proposal.
- 5.05 Cost, while being a significant factor in the selection process, will not necessarily be used as the sole criteria in selection of a Contractor.

#### ARTICLE 6: BIDDER QUALIFICATIONS

- 6.01 A minimum of twenty (20) years in the Sludge disposal business OR currently under contract with at least ten (10) other municipal, governmental agencies, or other public entities in the State of Connecticut to dispose of Sludge.
- 6.02 A sole source provider that can guarantee ownership or control of all equipment required to perform the contract to specifications and ownership of, access to, or control over approved primary and secondary disposal sites with sufficient capacity to accept all the Sludge from the Customer for the Contract Term. Contractor must supply a complete list of rolling stock that will be available to service this contract: vehicle type, model, age, etc. with its proposal.
- 6.03 Possession of all permits from any jurisdiction required for the ultimate disposal of Sludge.
- 6.04 No record of any administrative orders, civil penalties, permit or license suspensions or revocation or bond forfeiture actions brought by local, state or federal jurisdictions, currently in effect or pending, for work to be performed under this Contract, in the opinion of the Customer.

#### ARTICLE 7: FORM FOR GENERAL BID

- 7.01 See Section 00410 FORM FOR GENERAL BID

#### ARTICLE 8: MODIFICATION OR WITHDRAWAL OF BID

- 8.01 A Bidder may withdraw his Bid by communicating his request and reasoning to the Customer.
  - A. No Bid may be withdrawn within thirty (30) days after the date of the opening of bids, excluding weekends and legal holidays.
  - B. The Customer reserves the right to waive any informality in or to reject any or all Bids, or to accept any Bid which in their opinion, is in the public interest to do so.
- 8.02 If a Bidder wishes to modify his bid, he must withdraw his initial Bid in accordance with the aforementioned requirements and submit a new Bid.
- 8.03 Negligence on the part of the Contractor in preparing the proposal confers no right of withdrawal after the submission deadline.

\*\*\* END OF SECTION \*\*\*

SECTION 00410 - FORM FOR GENERAL BID

PROJECT IDENTIFICATION:

Town of Canton, Sludge Transportation & Disposal Services, November 2014.

THIS BID IS SUBMITTED TO:

Water Pollution Control Authority, Town of Canton, Connecticut

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Customer in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders. The Bid will remain subject to acceptance for thirty (30) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Customer.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the Addenda, receipt of all which is hereby acknowledged.
  - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
  - D. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary data concerning the Contract.
  - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by the Customer and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder proposes to furnish all labor, equipment, and services required of the Bidder to perform the work specified herein in accordance with the accompanying Bidding Documents prepared by Woodard & Curran, Inc., for the Contract Price specified below, subject to additions and

deductions according to the terms of the Bidding Documents.

4.02 This Bid includes Addenda numbered \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.03 The Total Proposed Contract Price is: (\$ 0. \_\_\_\_\_ per Gallon \_\_\_\_\_ )  
(figures)  
\_\_\_\_\_ cents per Gallon  
(words)

Bidder agrees that, if this Bid is accepted, Bidder will within seven (7) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Customer, execute an Agreement in accordance with the terms of this Bid.

5.03 Bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.

5.04 The Contractor agrees to comply with all provisions of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, Executive Orders 11246, 11375, 11478, and if applicable, the Connecticut Fair Employment Practice Law and any and all similar State or Federal legislation, and any amendments thereof.

6.01 Bidder further certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Statement of Bidder's Qualifications
- B. Insurance Provider's Affidavit
- C. Non-Collusion Affidavit of Prime Bidder

Date \_\_\_\_\_, 201\_\_\_\_  
\_\_\_\_\_  
(Print Name of Firm Submitting a General Bid)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name of Person Signing Bid and Title)

Social Security Number  
Or Federal Identification Number:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

\_\_\_\_\_  
(City, State and Zip Code)

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

If BIDDER is:

**A CORPORATION**

By: \_\_\_\_\_  
(Corporation's Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_  
(Signature of Officer Authorized to Sign)

\_\_\_\_\_  
(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
(Secretary)

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone #: ( ) \_\_\_\_\_

Fax #: ( ) \_\_\_\_\_

**AN INDIVIDUAL**

By \_\_\_\_\_  
(Individual's Signature)

\_\_\_\_\_  
(Printed or Typed Name of Individual)

Doing Business as : \_\_\_\_\_

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: ( ) \_\_\_\_\_

Fax #: ( ) \_\_\_\_\_

**A PARTNERSHIP**

By: \_\_\_\_\_  
(Firm's Name)

By: \_\_\_\_\_  
(Partner's Signature)

\_\_\_\_\_  
(Printed or Typed Name and Title of Partner) License or

Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: ( ) \_\_\_\_\_

Fax #: ( ) \_\_\_\_\_



**A JOINT VENTURE**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

Phone #: ( ) \_\_\_\_\_

Fax #: ( ) \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

Phone #: ( ) \_\_\_\_\_

Fax #: ( ) \_\_\_\_\_

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SECTION 00410 - SUPPLEMENTAL FORMS FOR BIDDING

Statement of Bidder's Qualifications (filled out by Bidder)

All questions shall be answered and information given shall be clear and comprehensive. This Statement shall be notarized. If additional room is required to answer questions attach additional sheets with the supplemental information. The Bidder's name shall appear on the top of the supplemental sheets to avoid confusion. The Bidder may submit additional information as he deems necessary to enable the Owner to fairly judge his ability to perform the proposed Work.

1. Name of Bidder: \_\_\_\_\_
2. Permanent Main Office Address: \_\_\_\_\_
3. Contact Person for this Contract: \_\_\_\_\_
4. Phone Number and Fax Number (if available) were the Contact Person may be reached during normal business hours: \_\_\_\_\_
5. Date of organization of the business: \_\_\_\_\_
6. Date of Incorporation, if applicable: \_\_\_\_\_
7. If a corporation, list officers; if a partnership, list partners; if a sole proprietorship, list individual:  
\_\_\_\_\_
8. How many years have you been engaged in business under your present firm or trade name: \_\_\_\_\_
9. Contracts on hand (dollar value, anticipated completion date): \_\_\_\_\_
10. General character or type of Work performed by your business: \_\_\_\_\_
11. Have you ever failed to complete any Work awarded to the business? If the answer is YES, explain in detail the circumstances. \_\_\_\_\_  
\_\_\_\_\_
12. Have you ever defaulted on a Contract? If the answer is YES, explain in detail the circumstances.  
\_\_\_\_\_
13. List Contracts of a similar nature (size, type, and complexity) currently active with your business. List Customer, value of Contract or Contract Price, and year initiated.

<u>Owner</u>	<u>Value of Contract</u>	<u>Year Completed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. List the equipment owned by the business that will be available for this Contract. \_\_\_\_\_  
 \_\_\_\_\_
15. How many years of experience does the business have in Work of similar importance to this proposed Contract? \_\_\_\_\_
16. List the background and experience of the principle associates of your business, including the officers: \_\_\_\_\_  
 \_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, institution, and/or corporation to furnish any information requested by the Owner, for verification of the information and statements comprising this Statement of Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 201\_\_

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Important: Execute Acknowledgement of Officer or Agent who signs this document.

State of Connecticut

County of \_\_\_\_\_ ss. \_\_\_\_\_ (Town/City)

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ (name of notary), the undersigned officer, personally appeared \_\_\_\_\_ (name of individual or individuals), known to me (or satisfactorily proven) to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged that (he, she or they) executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

(Notary Seal)

\_\_\_\_\_  
 Signature of Notary Public  
 Date Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name of Notary

Commissioner of the Superior Court Notary Public  
 My commission expires: \_\_\_\_\_, 201\_\_

Insurance Providers Affidavit (filled out by the insurance provider)

This is to certify that the undersigned has examined the Minimum Insurance Requirements for a project entitled

"Sludge Transportation and Disposal Services  
Canton, CT Water Pollution Control Authority" and that the Bidder:

as described in Section 00700 Part 2.05 PHYSICAL DAMAGE RESPONSIBILITY; INSURANCE of  
said project Contract

and has or can obtain the types and amounts of insurance coverage listed.

Signature: Name & Title: \_\_\_\_\_

Agency's Name: \_\_\_\_\_

Agency's Address: \_\_\_\_\_

Agency's Phone: Facsimile: \_\_\_\_\_

(Seal, if Corporation)

Important: Execute Acknowledgement of Officer or Agent who signs this document.

**(Acknowledgement of Principal, if a Corporation, Partnership, or a Joint Venture)**

State of Connecticut

County of \_\_\_\_\_ ss. \_\_\_\_\_ (Town/City)

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned  
officer, personally appeared \_\_\_\_\_, who acknowledged himself/  
herself to be the \_\_\_\_\_ (title officer) of \_\_\_\_\_ (name of corporation,  
partnership, or join venture) a (corporation, partnership, or joint venture) and that s/he as such  
\_\_\_\_\_(title of officer) , being authorized so to do executed the foregoing instrument  
for the purposes therein contained, by signing the name of the corporation by himself/herself as  
\_\_\_\_\_(title of officer).

In witness whereof I hereunto set my hand.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Date Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary

Commissioner of the Superior Court Notary Public  
My commission expires: \_\_\_\_\_, 201\_\_

**(Acknowledgement of Individual/Proprietor if an Individual/Proprietorship)**

State of Connecticut

County of \_\_\_\_\_ ss. \_\_\_\_\_ (Town/City)

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ (name of notary),  
the undersigned officer, personally appeared \_\_\_\_\_ (name of  
individual or individuals), known to me (or satisfactorily proven) to be the person(s) whose  
name(s) (is or are) subscribed to the within instrument and acknowledged that (he, she or they)  
executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Date Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary

Commissioner of the Superior Court Notary Public  
My commission expires: \_\_\_\_\_, 201\_\_

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of: \_\_\_\_\_

County of: \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. Bidder is \_\_\_\_\_ of Affidavit \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in Connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement of any advantage against the Customer or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_  
(Title) \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Title)

My Commission Expires on \_\_\_\_\_

\*\*\* END OF SECTION \*\*\*

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## SECTION 00500 - AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the Customer and the Contractor.

The Customer and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 - WORK

1.01 The Contractor shall complete all services as specified or indicated in the Contract.

### ARTICLE 2 - ENGINEER

2.01 The service has been planned by Woodard & Curran., 1699 King Street Suite 406, Enfield, Connecticut 06082 who is hereinafter called the Engineer and who is to act as the Customer's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract in connection with the completion of the service in accordance with the Contract.

### ARTICLE 3 - CONTRACT TERM

3.01 The Contract Term shall be for a period of five (5) years from the Effective Date, unless previously terminated pursuant to this Contract.

3.02 The Contract Term shall be extended for an additional five (5) year term, unless terminated by either party by written notice given at least three (3) months prior to the expiration of the initial five (5) year term.

### ARTICLE 4 - CONTRACT PRICE

4.01 The Customer shall pay the Contractor for services rendered in accordance with the Contract an amount in current funds equal to the prices stated in the Contractor's Bid, attached hereto as an exhibit.

### ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

5.01 The Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. The Contractor has visited the site and become familiar with and is satisfied as to the general, local conditions of the Customer Facility that may affect cost, progress, and performance of the work.
- C. The Contractor has ownership of, access to, or control over disposal sites with sufficient capacity to accept all of the Sludge from the Customer for the Contract Term and shall provide evidence thereto in the form of the provided Disposal Site Certification Form (see Appendix C).
- D. The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and



Regulations that may affect cost, progress, and performance' of the Work.

- E. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary data concerning the Contract.
- F. The Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Contract at the Contract Price, and in accordance with the other terms and conditions of the Contract Documents.
- G. The Contractor is aware of the general nature of service to be performed by the Customer and others at the Customer Facility that relates to the service as indicated the Contract Documents.
- H. The Contractor has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that The Contractor has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable to The Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 6 - CONTRACT DOCUMENTS

### 6.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00500-1 to 00500-4, inclusive);
  - 2. General Conditions (pages 00700-1 to 00700-5, inclusive);
  - 3. Coordination (page 01310-1);
  - 4. Sludge Transportation & Disposal Services (pages 13260-1 to 13260-3, inclusive);
  - 5. Appendices A, B, C, D;
  - 6. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  - 7. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 00410-1 to 00410-11, with attachments thereto, inclusive)
    - b. Disposal Site Certification Form (Appendix C, Primary Disposal Site)
  - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments;
    - b. Disposal Site Certification Form (Appendix C, Secondary Disposal Site)
- B. The documents listed in paragraph 7.1.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

\*\*\*\*\*

IN WITNESS WHEREOF, CUSTOMER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CUSTOMER and CONTRACTOR. All portions of the contract Documents have been signed or identified by CUSTOMER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 201\_\_\_\_  
(which is the Effective Date of the Agreement).

CUSTOMER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
[CORPORATE SEAL]

By: \_\_\_\_\_  
[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_  
(Where applicable)

(If CUSTOMER is a corporation, attach evidence of authority to sign. If CUSTOMER is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of CUSTOMER-CONTRACTOR Agreement.)

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Certified as to the availability of funds:

Date: \_\_\_\_\_

\*\*\* END OF SECTION \*\*\*

## SECTION 00700 – GENERAL CONDITIONS FOR CONTRACT

### PART 1 – GENERAL

#### 1.01 SUMMARY

- A. The Work of this Contract is described in Specifications entitled:

Canton Water Pollution Control Facility  
Sludge Transportation & Disposal Services  
Canton, Connecticut  
November 2014  
Woodard & Curran, Inc.  
Enfield, Connecticut

- B. Certain materials, labor and/or equipment shall be furnished by the Owner under this Contract as described in Section 01310 COORDINATION.
- C. Obtain all local permits and licenses necessary for the contemplated service.
- D. Comply with the requirements of all permits issued for all portions of the service under this Contract. Copies of permits, etc. appended to the document shall become part of this Contract.

#### 1.02 PROJECT SUMMARY

- A. The project consists of all work associated with the transportation, treatment, and disposal of sanitary sludge generated by the Town of Canton Water Pollution Control Facility (WPCF). A general description of work to be performed under this contract shall include, but is not limited to the following:
1. Transportation of sanitary sludge from the Customer's facility to an approved treatment and disposal facility by the Contractor on an as-needed basis.
  2. Treatment and disposal of aforementioned sanitary sludge in accordance with local, state and federal regulations.
  3. Submission of reports to the Town of Canton WPCF with information regarding the sanitary sludge handled to include, but not limited to, pick-up times, quantity (gallons), percent solids, disposal site, and load number.
  4. Maintenance of records of sludge transportation, handling, and disposal as required by local, state and federal regulations.
  5. Planning for contingency situations in which the primary mode of disposal becomes unavailable.
  6. Submission of detailed and accurate billing statements to the Customer on a monthly basis.

### PART 2 – CONTRACT REQUIREMENTS

#### 2.01 CONTRACT PRICE

- A. The Future Contract Price shall be adjusted and may become effective on January 1<sup>st</sup>, 2015 and on each anniversary of the Effective Date based on the Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for the Boston-Brockton-Nashua, MA-NH-ME-CT ("CPIU"), with the CPIU for January 1<sup>st</sup>, 2015 being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = \left( 1 + \frac{\text{Current CPIU} - \text{Base CPIU}}{\text{Base CPIU}} \right) \times \text{Contract Price}$$

Once the CPIU is available, the unit price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments.

- B. In the event that the costs incurred by the Contractor to transport, treat, and dispose of Sludge increase significantly in any manner for any reason beyond the reasonable control of the Contractor, including, but not limited to, changes in federal, state or local laws, regulations, ordinances, rules or orders, or if the characteristics of the Sludge changes in any manner to cause the same, the Contractor shall have the right to adjust the aforementioned price upon sixty (60) days prior written notice to Customer. In the event that the Customer does not agree to the adjusted price, within sixty (60) days after receipt of said notice, either party may terminate this Contract; provided, however, that no such termination shall in any manner relieve the Customer of its obligation to pay any outstanding amounts then due and owing or which become due and owing hereunder.
- C. The waste volumes which shall be used as the basis for the Bid are located in Appendix B, however, this Contract shall allow for annual fluctuations of  $\pm 25\%$  of projected quantities and it is required that all Contractors commit to a firm unit cost (per gallon per year) for the Contract term regardless of the degree to which the actual number of gallons falls short of, or exceeds, the projected amount within any period of time, as long as the quantities are within the aforementioned allowable fluctuations.
- D. The Contractor shall perform and provide all services under the Contract and shall not be entitled to any compensation in addition to the amount provided under the Contract for the term of the Contract.
- E. If the Customer incurs expenses and/or damages as a direct result of the Contractor's improper performance of the Contract or the Contractor fails to perform under the Contract, the Customer has the right to reduce undisbursed payments by the amount, hereinafter referred to as the "off-set", of incurred expenses and/or damages on a pro-rata basis for each day of non-performance. The Customer shall hold the off-set in escrow and shall notify the Contractor in writing and within thirty (30) days of the specific reasons for and the amount of any such off-set. If the Contractor does not object in writing and with specific reasons for and the amount of any such off-set, the Contractor will be deemed to have waived any right or claim to the off-set. If the Contractor does object with reasons to the off-set, the Customer shall hold the off-set in escrow until the dispute is settled pursuant to the term of this contract.

## 2.02 CONTRACT PAYMENTS

- A. The Customer shall pay the Contractor for obligations met under this Contract on a monthly basis. The total amount of payment due to the Contractor shall be determined by multiplying the Contract Price, including any adjustments to the Contract Price allowed by this Contract or through written agreement between the Customer and the Contractor, times the number of gallons received by the Contractor during the prior calendar month.
- B. The Contractor shall submit to the Customer, within fifteen (15) days after the end of each calendar month, an invoice setting forth the amount due, as defined by this Contract, and shall specify in said invoice such additional information with respect to the computation of said amount, including, but not limited to, pick-up times, quantities transported per pick-up, disposal site, load number, and any and all available testing data on each pick-up.
- C. The Customer shall pay to the Contractor the full amount due under said invoice within forty-five (45) days of the date of said invoice. Any invoice amount not paid in full within forty-five (45)

days after the date of said invoice shall bear interest at the rate of one and one-half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice.

- D. The Contractor shall keep and maintain proper records and books of account showing all data necessary for the computation of the payment amounts set forth in this Contract during the term of the Contract and for thirty-six (36) months after the termination of the Contract.

#### 2.03 MATERIAL NONCONFORMANCES

- A. The Contractor shall have the right to reject any Non-conforming Sludge, provided that the Contractor notifies the Customer in writing of such rejections for non-conformance promptly upon Contractor's discovery thereof, but in no event later than the earlier of forty-eight (48) hours after the arrival of such Non-conforming Sludge at the Contractor Facility, or the commingling of such Non-conforming Sludge with water, soil or other materials.
- B. The Contractor may dispose of Non-conforming Sludge provided that the decision by the Contractor to process Non-conforming Sludge is a decision made at the sole discretion of the Contractor, and the disposal of the aforementioned Non-conforming Sludge will be in compliance with all federal, state, and local laws and regulations.
- C. The price for disposal of Non-Conforming Sludge shall be negotiated by the Contractor and Customer on each occasion of Sludge non-conformance.

#### 2.04 CONTRACT MODIFICATIONS OR TERMINATION

- A. The Customer and the Contractor may agree to make changes to the contract. All changes to the contract shall be in writing and shall be signed by both parties.
- B. Either party, Customer or Contractor, may terminate this Contract upon sixty (60) days written notice to the other party of its intention to terminate and the reasons therefore in the event that the other party has failed to perform any of its material obligations hereunder and if the party fails to cure the nonperformance within ten (10) days after receipt of such notice and in other circumstances described in this Contract.
- C. The Contractor may terminate this Contract upon written notice to Customer under the three (3) circumstances described more completely below:
  - 1. The Customer fails to make payment within ninety (90) days of any invoice date. Termination shall take effect ten (10) days following written notification unless the Customer pays all monies due to the Contractor or makes other payment arrangements acceptable to the Contractor before the end of the ten (10) day notice period.
  - 2. There is a change in applicable federal, state, or local laws, regulations, ordinances, rules, or orders which materially affects or prohibits the Contractor from performing its obligations as outlined in this Contract. Termination shall take immediate effect.
  - 3. The Contractor determines that Processing the Customer's Sludge will cause physical damage to the operation of a Contractor Facility, will cause a Contractor Facility to be in violation of its federal, state, or local permits, or will produce, or cause to be produced, a process byproduct that is classified as hazardous material under federal, state, or local laws and regulations. Termination shall take immediate effect.
- D. Upon termination, except as otherwise provided herein, all obligations of the parties hereto shall cease other than payment obligations of the Customer and/or Contractor.

## 2.05 PHYSICAL DAMAGE RESPONSIBILITY; INSURANCE

- A. Each party shall hold harmless, and shall not assert any claim against, the other party for loss or destruction of, or physical damage to, all vehicles, equipment, and containers, and other property (real or personal) owned or leased by such party or any subcontractor of such party, and all personal property of employees of such party or of any subcontractor of such party, unless such loss or damage was caused solely by the negligent or intentional act or omission of such other party or any of its employees, contractors, or agents.
- B. Contractor shall provide workers compensation insurance for all its employees providing services under this Contract in accordance with applicable law.
- C. Contractor shall provide commercial general liability insurance to cover the liabilities of the Contractor arising out of performing the requirements of this Contract with limits of:
  - 1. One million dollars (\$1,000,000) for each claim,
  - 2. One million dollars (\$1,000,000) products aggregate, and
  - 3. Two million dollars (\$2,000,000) general aggregate.
- D. Contractor shall provide general liability and property damage insurance to cover the liabilities of the Contractor arising out of the use of vehicles in connection with this Contract with limits of:
  - 1. One million dollars (\$1,000,000) as a combined single limit, and a
  - 2. Five million dollars (\$5,000,000) as an umbrella policy.
- E. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior written notice to Contractor and Customer. Contractor shall provide evidence of commercial general liability insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Such insurance shall name the Customer as an additional insured.

## PART 3 – MISCELLANEOUS

### 3.01 SURVIVAL OF OBLIGATIONS

- A. Any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive contract expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced or/or satisfied; and without limiting the general provisions hereof, it is specifically agreed that the provisions of this contract regarding indemnification and insurance shall survive the expiration or sooner termination of this Contract.
- B. The Customer and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract.

### 3.02 FORCE MAJEURE

- A. Neither party shall be liable to the other party for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, accidents, and Acts of God.
- B. If the aforementioned provisions are believed to apply, the party relying thereon shall give prompt written notice to the other party of the circumstances, the basis for claim, and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate actions under the circumstances.

### 3.03 INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the Customer, its directors, officers, and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties, and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), which arise solely out of Contractor's failure to comply with its obligations under this Contract, and which are not caused, in whole or in part, by Customer's failure to comply with any of its obligations under this Contract and/or the negligent or intentional act or omission of the Customer; provided, however, that if any such suits, actions, or proceedings are threatened or commenced, the Customer shall promptly notify the Contractor in writing.

### 3.04 EQUAL OPPORTUNITY

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment advertising; recruitment layoffs, termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of race, color, religious creed, national origin, age or sex, and to eliminate and remedy and effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation and in service of apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, age or sex.
- B. If the Customer believes that a Contractor is not operating in compliance with the non-discrimination clauses of the Contract, then their designated agent may conduct an investigation to determine if said Contractor is in compliance. If the designated agent determines that the Contractor is not in compliance, the Contract may be canceled, terminated or suspended in whole or in part, a retainage may be established by the Customer until the Contractor is in compliance, and/or the Contractor may be declared ineligible for further municipal contracts. Other sanctions may be imposed and remedies involved as proposed by law.

### 3.05 SPILL PREVENTION & RESPONSE

- A. The Contractor will be responsible for ensuring that any, and all, equipment utilized in support or execution of this Contract is appropriate for any work for which it is utilized.
- B. If, at any time, materials covered under this Contract are spilled onto the street or any property, whether public or privately owned by the Contractor, or the contents of a truck are spilled or illegally dumped onto a street or property, whether publicly or privately owned, the Contractor shall take immediate action to recover the materials. The materials shall be recovered in compliance with all federal, state, and local laws and regulations and in a manner so as to restore the cleanliness of the property and the safety of the occupants.
- C. Any, and all, spills shall be reported by the Contractor to the Customer and to the appropriate pollution control regulatory agency in the town and state where the spill occurred in accordance with the rules and regulations of the governing agency.

\*\*\* END OF SECTION \*\*\*



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SECTION 01310 - COORDINATION

PART 1 – GENERAL

1.01 REQUEST FOR SERVICE

- A. The Contractor will provide service (pickup) within 24 hours of notification on business days (Monday through Friday, excluding holidays).
- B. Normal work hours for sludge disposal loading shall be Monday through Friday, 7:00 a.m. to 2:30 p.m., unless other arrangements are made.
- C. Customer will load sludge tankers within one hour using an onsite piping and sludge pumps.

1.02 CUSTOMER CONTACT INFORMATION

- A. The Water Pollution Control Facility (WPCF) is located at the following address:

50 Old River Road  
Collinsville, CT 06022

- B. Customer may be contacted with the following information:

(860) 693-7867  
[rignazio@townofcantonct.org](mailto:rignazio@townofcantonct.org)

1.03 DESCRIPTION OF SITE CONDITIONS

- A. The Customer Facility is located between the Farmington River and Route 179, off Old River Road. Note that no storm drains are located onsite and storm water flows via sheet flow to the surrounding Farmington River and Rattlesnake Brook. Care is emphasized to avoid any spillage of sludge.

1.04 SLUDGE LOADING LOCATION

- A. The Sludge loading location is paved with asphalt and is located southwest of and adjacent to the Sludge storage building. A Sludge transfer hose is provided at the loading location. A receiving tank with a manhole cover is provided at the Sludge loading location, to be used for returning excess sludge from the hose to the Customer Facility and avoiding spillage.

\*\*\* END OF SECTION \*\*\*

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## SECTION 13260 – SLUDGE TRANSPORTATION & DISPOSAL SERVICES

### PART 1 – GENERAL

- 1.01 The Contractor shall provide Sludge transportation and disposal services as described herein.
- 1.02 The Customer shall schedule the transport of the aforementioned Sludge with the Contractor in accordance with the requirements and expectations described herein.

### PART 2 – TESTING & REPORTING REQUIREMENTS

#### 2.01 MATERIAL TESTING & REPORTING REQUIREMENTS

- A. The Customer shall be responsible for all testing and reporting as required by federal, state, or local law to maintain and ensure compliance with existing and future permits pertaining to the Customer Facility including, but not limited to, the Customer Facility NPDES permits.
- B. The Customer shall, at the Customer' expense and as a requirement of this Contract, ensure sludge compliance with this Contract, according to the following requirements:
  1. Coordinate a grab sample collection at the onset of the Contract and quarterly thereafter, or at the request of the Contractor not more than once per quarter, and provide the Contractor with a split sample or the opportunity to perform a simultaneous sample collection.
  2. Submit the aforementioned sample to an independent accredited testing laboratory.
  3. Submit results to the Contractor within 30 days of the report date.
- C. The results of any, and all, testing, performed by Contractor, on the Sludge transported and/or disposed of under this Contract, shall be reported to the Customer within 30 days of the report date.

#### 2.02 COST REPORTING REQUIREMENTS

- A. The Contractor shall report all costs according to the requirements described within this Contract.
- B. The Contractor shall maintain accounting records according to the requirements described herein.

#### 2.03 ADDITIONAL REPORTING REQUIREMENTS

- A. The Contractor shall maintain copies of all available records pertaining to final disposal locations of all waste transported and disposed of by the Contractor according to federal, state and local laws and regulations.
- B. The Contractor shall, on an annual basis, submit a summary of these records to the Customer.

### PART 3 – WASTE CHARACTERISTICS, QUANTITIES & LOADING PROCEDURES

#### 3.01 WASTE CHARACTERISTICS

- A. See Appendix A HISTORICAL ANALYTICAL SLUDGE DATA
- B. The Sludge shall be composed of:
  1. Primary and/or waste activated solids from wastewater treatment facilities.
  2. Dry solids content of 1.5% to 6.0%.
  3. Volatile content greater than 65% on a dry weight basis.
- C. The Sludge shall not contain:

1. Any materials defined as Hazardous per 40 CFR Part 261.24.
  2. Raw septage.
- D. Sludge transported under this Contract shall meet any, and all, concentration limits outlined in Appendix D of this Contract.
1. Any deviation from this requirement shall be considered a modification of this Contract and shall become an Addendum to this Contract.
  2. Contract modifications shall be carried out in accordance with the requirements described in this Contract.

### 3.02 WASTE QUANTITIES

- A. See Appendix B HISTORICAL SLUDGE VOLUME DATA.
- B. All loads shall meet any and all federal, state, and local regulations and laws pertaining to load weight.

### 3.03 LOADING PROCEDURES

- A. The Sludge will be transferred via a hose connection to a Contractor designated vehicle. The Contractor designated truck driver is responsible for connecting the hose to and disconnecting the hose from the truck, and for notifying the operator once the truck is full. A water hose and drain will be provided to wash the tanker truck when required.
- B. Sludge will be collected in 6,500 gallon loads per scheduled pickup, according to State of Connecticut weight restrictions.
- C. Measurement of Sludge volume will be based on level indicators in the tanker, verified by Contractor personnel and Customer, upon completion of loading.
- D. Measurement of percent solids per load shall be done via split sample, verified by both the Contractor and Customer.

## PART 4 – INTERRUPTION OF SERVICE

### 4.01 FACILITY BREAKDOWNS

- A. It is acknowledged and agreed that equipment breakdowns at the Contractor Facility may cause interruption to the disposal of Customer Sludge by the Contractor.
- B. In the event of such interruption, the Contractor shall:
  1. Restore services as promptly as feasible and safe.
  2. Implement contingency plans.

### 4.02 PLANNING REQUIREMENTS

- A. The Contractor shall maintain plans for the sub-contracting of sludge transportation services under this Contract in the event that the Contractor owned equipment becomes unavailable or non-functional due to mechanical failures or other events.
- B. The Contractor shall maintain plans for the disposal of Sludge as defined by this Contract at a facility other than that which the Contractor plans to use as a primary disposal location.

### 4.03 NOTIFICATION REQUIREMENTS

- A. In the event of a service interruption, the Contractor shall immediately notify the Customer in order to allow the Customer the opportunity to attempt to:
  1. Implement temporary storage, or

2. Reduce its generation of Sludge

- B. Request for use of alternative transportation equipment or disposal facilities, owned by the Contractor or other entity, must be to, and approved by, the Customer in writing. See Section 0500 Agreement DISPOSAL SITE CERTIFICATION FORM

4.04 CONTINGENCY FAILURE

- A. In the event that the Contractor is unsuccessful in implementing alternative arrangements for transportation or disposal of Customer Sludge or if such arrangement is not acceptable to the Customer and the interruption is, in the opinion of the Customer, detrimental to the Customer Facility operations, the Customer shall have the option to terminate this Contract.
- B. Notice of Contract termination under the aforementioned justification shall be submitted to the Contractor in writing and shall take immediate effect.

\*\*\* END OF SECTION \*\*\*

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# Appendix A

## Historical Analytical Sludge Data



**Table A-1: Quarterly Sludge Testing Data**

Parameter	Units	Detection Limit	Jan 2013 - Jun 2014 Average	Jan 2013 - Jun 2014 Minimum	Jan 2013 - Jun 2014 Maximum	Results					
						4-Jan-13	26-Mar-13	2-Oct-13	30-Dec-13	21-Mar-14	23-Jun-14
Aluminum	mg/Kg	< 0.5	1,659	1,114	2,197	1,807	1,114	2,197	1,946	1,427	1,610
Arsenic	mg/Kg	< 0.2	0.97	0.36	1.53	0.63	0.36	1.50	1.53	0.66	0.82
Beryllium	mg/Kg	< 0.2	ND	ND	ND	ND	ND	ND	ND	ND	ND
Cadmium	mg/Kg	< 0.1	0.97	0.75	1.28	0.97	0.80	1.28	1.11	0.75	0.91
Chromium	mg/Kg	< 0.2	7.64	5.71	9.43	7.58	5.71	9.43	9.13	6.69	7.22
Copper	mg/Kg	< 0.2	417.0	284.0	511.0	475.0	284.0	479.0	511.0	380.0	431.0
Lead	mg/Kg	< 0.5	30.57	14.37	60.35	22.21	14.37	60.35	27.57	23.25	27.33
Mercury	mg/Kg	< 0.02	0.65	0.44	0.90	0.31	0.90	0.44	0.67	0.81	0.44
Nickel	mg/Kg	< 0.2	8.03	4.90	14.37	4.91	14.37	6.86	7.46	4.90	6.55
Zinc	mg/Kg	< 0.2	575.4	374.0	689.0	638.0	374.0	689.0	662.0	501.0	651.0
Polychlorinated Bihpenyls	mg/Kg	< 1	ND	ND	ND	ND	ND	ND	ND	ND	ND
Phosphorus as P	mg/Kg	< 0.05	8,343	3,280	19,950	5,982	19,950	9,515	5,182	3,786	3,280
Total Solids	% w/w	-	5.3	2.7	7.1	6.8	7.1	3.3	2.7	6.6	6.7
Fixed Solids	% w/w	-	12.7	10.8	15.1	13.0	11.4	13.0	10.8	15.1	13.1
Volatile Solids	% w/w	-	87.3	84.9	89.2	87.0	88.6	87.0	89.2	84.9	86.9

**Table A-2: Annual Sludge Testing Data**

Parameter	Units	Detection Limit	2012 - 2013 Average	Results	Results
				5-Dec-12	30-Dec-13
Arsenic	mg/L	< 0.2	ND	ND	ND
Barium	mg/L	< 0.2	1.08	1.12	1.03
Cadmium	mg/L	< 0.1	ND	ND	ND
Chromium	mg/L	< 0.2	ND	ND	ND
Lead	mg/L	< 0.5	ND	ND	ND
Mercury	mg/L	< 0.02	ND	ND	ND
Selenium	mg/L	< 0.2	ND	ND	ND
Silver	mg/L	< 0.2	ND	ND	ND
Benzene	mg/L	< 0.05	ND	ND	ND
Carbon Tetrachloride	mg/L	< 0.05	ND	ND	ND
Chlorobenzene	mg/L	< 0.05	ND	ND	ND
Chloroform	mg/L	< 0.05	ND	ND	ND
1,4-Dichlorobenzene	mg/L	< 0.05	ND	ND	ND
1,1-Dichloroethene	mg/L	< 0.05	ND	ND	ND
1,2-Dichloroethane	mg/L	< 0.05	ND	ND	ND
Vinyl Chloride	mg/L	< 0.05	ND	ND	ND
Methyl ethyl ketone	mg/L	< 0.05	ND	ND	ND
Tetrachloroethylene	mg/L	< 0.05	ND	ND	ND
Trichloroethylene	mg/L	< 0.05	ND	ND	ND
2,4-D	mg/L	< 1	ND	ND	ND
2,4,5-D (Silvex)	mg/L	< 0.1	ND	ND	ND
Chlordane	mg/L	< 0.03	ND	ND	ND
Endrin	mg/L	< 0.001	ND	ND	ND
Heptachlor	mg/L	< 0.001	ND	ND	ND
Heptachlor Epoxide	mg/L	< 0.001	ND	ND	ND
Lindane	mg/L	< 0.005	ND	ND	ND
Methoxychlor	mg/L	< 0.05	ND	ND	ND
Toxaphene	mg/L	< 0.05	ND	ND	ND
m-Cresol	mg/L	< 1	ND	ND	ND
o-Cresol	mg/L	< 1	ND	ND	ND
p-Cresol	mg/L	< 1	ND	ND	ND
Pentachlorophenol	mg/L	< 1	ND	ND	ND
2,4,5-Trichlorophenol	mg/L	< 1	ND	ND	ND
2,4,6-Trichlorophenol	mg/L	< 1	ND	ND	ND
2,4-DiNitrotoluene	mg/L	< 0.1	ND	ND	ND
Hexachlorobenzene	mg/L	< 0.1	ND	ND	ND

Parameter	Units	Detection Limit	2012 - 2013 Average	Results	Results
				5-Dec-12	30-Dec-13
Hexachloroethane	mg/L	< 0.1	ND	ND	ND
Hexachlorobutadiene	mg/L	< 0.1	ND	ND	ND
Nitrobenzene	mg/L	< 0.1	ND	ND	ND
Pyridine	mg/L	< 0.5	ND	ND	ND

## Appendix B

### Historical Sludge Volume Data

**Table B-1: Sludge Volume Data – October 2012 to September 2014**

<b>Date</b>	<b>Waste Sludge (gal)</b>	<b>Percent Solids</b>
Oct-12	78,000	2.5%
Nov-12	52,000	2.3%
Dec-12	39,000	3.1%
Jan-13	39,000	4.0%
Feb-13	45,500	4.3%
Mar-13	45,500	4.2%
Apr-13	58,500	3.8%
May-13	65,000	3.3%
Jun-13	52,000	3.6%
Jul-13	71,500	3.6%
Aug-13	65,000	2.8%
Sep-13	78,000	2.3%
Oct-13	84,500	1.8%
Nov-13	26,000	1.9%
Dec-13	6,500	2.0%
Jan-14	19,500	5.1%
Feb-14	26,000	5.4%
Mar-14	65,000	4.1%
Apr-14	84,500	4.1%
May-14	71,500	3.1%
Jun-14	52,000	3.4%
Jul-14	39,000	4.0%
Aug-14	52,000	3.1%
Sep-14	65,000	2.5%

**Table B-2: Sludge Volume Statistics – October 2012 to September 2014**

<b>Parameter</b>	<b>Gallons per Month</b>	<b>Percent Solids</b>	<b>Loads per Year</b>	<b>Loads per Week</b>	<b>Gallons per Year</b>
<b>Average</b>	53,354	3.3%	103	2	
<b>Minimum</b>	6,500	1.8%			
<b>Maximum</b>	84,500	5.4%			
<b>Max 12-month Average</b>	57,958				
<b>Max 12-month Total*</b>					695,500

\* Value to be used as the basis of Bid.

## Appendix C

### Disposal Site Certification Form

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**DISPOSAL SITE CERTIFICATION FORM**  
**(to be used for Primary & Secondary Sludge Disposal Sites)**

[Note: Submit on Disposal Site Facility Letter Head]

I, \_\_\_\_\_ (*authorized disposal facility representative*), am the  
(*title*) \_\_\_\_\_ for \_\_\_\_\_ (*company name of disposal facility*  
*owner/operator*), who owns/operates a Sludge processing site at the following location, listed by  
name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of the Proponent, \_\_\_\_\_, hereinafter referred to as the Contractor,  
I have reviewed the Town of Canton's Request for Proposal specifications for the transportation  
and disposal of Sludge (RFP).

The above named Facility is approved to accept municipal wastewater residuals (Sludge) and has  
adequate and sufficient processing capacity to service the contract at the following processing  
site, identified by site name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (*company name of disposal facility owner/operator*)  
operates the processing site listed above in compliance with current federal and state laws and  
regulations.

\_\_\_\_\_  
(*company name of disposal facility owner/operator*)

\_\_\_\_\_  
(*authorized disposal facility representative name*)

\_\_\_\_\_  
(*title*)



## Appendix D

### Sludge Characteristics & Regulatory Limits

## ANNUAL REQUIREMENTS

### Toxicity Leachate Characteristics Procedure (TCLP) Analysis:

#### Volatile Organic Components:

<b>Volatiles</b>	<b>Regulatory Limit* (mg/L)</b>
Benzene	0.5
Carbon Tetrachloride	0.5
Chlorobenzene	100
Chloroform	6.0
1,4-Dichlorobenzene	7.5
1,1-Dichloroethylene	0.7
1,2-Dichloroethane	0.5
Vinyl Chloride	0.2
Methyl ethyl ketone	200
Tetrachloroethylene	0.7
Trichloroethylene	0.5

\*Regulatory Limits and Test Procedures per 40 CFR Part 261.24

#### Inorganic Compounds:

<b>Inorganics</b>	<b>Regulatory Limit* (mg/L)</b>
Arsenic	5.0
Barium	100
Cadmium	1.0
Chromium	5.0
Lead	5.0
Mercury	0.2
Selenium	1.0
Silver	5.0

\*Regulatory Limits and Test Procedures per 40 CFR Part 261.24

#### Semi-Volatile Organic Components:

<b>Semi-Volatiles</b>	<b>Regulatory Limit* (mg/L)</b>
2,4-D	10.0
2,4,5-D (Silvex)	1.0
Chlordane	0.03
Endrin	0.02
Heptachlor	0.008
Heptachlor Epoxide	0.008
Lindane	0.4
Methoxychlor	10.0
Toxaphene	0.5
m-Cresol	200
o-Cresol	200
p-Cresol	200

Pentachlorophenol	100
2,4,5-Trichlorophenol	400
2,4,6-Trichlorophenol	2.0
(Continued)	
2,4-DiNitrotoluene	0.13
Hexachlorobenzene	0.13
Hexachloroethane	3.0
Hexachlorobutadiene	0.5
Nitrobenzene	2.0
Pyridine	5.0

\*Regulatory Limits and Test Procedures per 40 CFR Part 261.24

## QUARTERLY REQUIREMENTS

### Total Metals, PCBs & Solids

<b>Constituent</b>	<b>Unit</b>	<b>Limit</b>
Aluminum	mg/kg	17,500
Arsenic	mg/kg	497
Beryllium	mg/kg	10.50
Cadmium	mg/kg	1.231
Chromium	mg/kg	3,874
Copper	mg/kg	*
Lead	mg/kg	2,211
Mercury	mg/kg	55.23
Nickel	mg/kg	43,179
Phosphorus	mg/kg	*
Selenium	mg/kg	*
Silver	mg/kg	*
Zinc	mg/kg	*
Polychlorinated Biphenyls	mg/kg	50
Solids, Fixed	%	*
Solids, Total	%	*
Solids, Volatile	%	*

\*No limit, but testing is still required per this Contract

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