

## SECTION 01010

### SLUDGE HAULING GENERAL REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 DESCRIPTION OF WORK

- A. All dewatered sewage sludge generated by the Duck Island WWTF (Owner) shall be removed to an authorized offsite location for disposal. Under this contract the successful Bidder (Contractor) shall furnish sufficient transport equipment to load and remove, from negotiated hours up to seven (7) days per week, the entire output of dewatered sludge to an authorized location for disposal. The Contractor will be the transporter of this material from the Owner's facility and will be required to supply transport equipment on a timely basis. The Contractor shall be a contractor in the business of sludge hauling for no less than four (4) years. The Contractor may start work as early as January 1, 2015, unless otherwise agreed. The contract duration is three (3) years with an option to extend for two (2) years, if both parties agree to an extension.
- B. The Lowell Regional Wastewater Utility is located at 451 First Street Boulevard (Route 110), Lowell, Massachusetts, 01850.
- C. For the purpose of this contract, "Disposal" is defined as the environmentally sound use of a sewage sludge or sewage sludge product in accordance with all applicable laws, rules, and regulations governing such use at the site where such product is used. Disposal could be, but is not limited to land filling, land application or composting, or other beneficial reuses, incineration or other EPA approved methods, technologies or treatment options.

##### 1.02 SUBMITTALS

- A. A description of the proposed method of transport of City's sewage sludge including complete inventory of equipment (number, type, and capacity) sufficient to demonstrate the adequacy of installed equipment.
- B. An overall plan describing how the Bidder intends to guarantee the removal, transportation, disposal, and processing or beneficial reuse of the sewage sludge. The plan shall also address how the Bidder intends to promptly accommodate variability in quantities. The Bidder must state its abilities in this regard and its means for having all removal, transport, and disposal available on a standby basis for such variability.
- C. The Bidder shall provide reference contact information for at least three (3) other wastewater treatment plants in the USA that utilized similar sludge hauling services as that being proposed.
- D. Data relating to each of the Primary and Backup Disposal Site(s) which the Bidder proposes to use:

- a. Description of proposed methods of processing and/or disposal of the City's sewage sludge from the Owner's facility.
- b. Name
- c. Disposal Facility site location, address, and telephone number.
- d. Office addresses and telephone number.
- e. Ownership: names, address, telephone numbers of entity and principals.
- f. The Contractor shall supply a sworn Certification which shall specify at a minimum of:
  - 1) Daily maximum processing capacity for sewage sludge;
  - 2) Current daily quantity of sewage sludge processed;
  - 3) Remaining capacity; and
  - 4) The facility is in environmental compliance with all applicable laws and regulations.

### 1.03 COORDINATION

- A. Dewatered sewage sludge averaging 2,000 wet tons per month hauling on a Monday thru Saturday basis, with the potential for up to five (5) Sundays per year, will be delivered to the Contractor as dewatered cake in the sludge loading area of the Sludge Processing Building. Sludge production peaks are up to 125 wet tons per day and the percent cake solids varies between 20 and 30 percent, barring any unforeseen operating conditions. The City makes no representations or guarantees as to actual amounts or characteristics of the dewatered sludge.
- B. The City, as sludge generator, will perform testing as required by EPA.
- C. The results of these tests shall be made available to the Contractor. However, the City makes no guarantees or representations as to the accuracy of the tests or test results. The Contractor shall have no right to rely upon the City's test data.
- D. The Contractor will be solely responsible for all testing required for the removal, transport, processing and beneficial reuse and/or disposal of City's sludge at no additional cost to the City. Testing shall be performed by a certified third party laboratory. The City shall provide representative sludge sample to Contractor in order to determine solids content of each sludge trailer. Copies of these test results and reports required, prepared and filed by Contractor incorporating these data will be forwarded to City.

## PART 2: PRODUCTS

### 2.01 EQUIPMENT

- A. Contractor shall ensure that all labor, material and equipment necessary to provide the required services exists, is under his direct control, and is in good working order at the effective date of the Contract.
- B. The Owner shall not be responsible for the security of the Contractor's equipment when moved onto the Owner's site.
- C. During the course of this contract, the Contractor shall take all reasonable and necessary precautions to protect the property of the City from damage resulting from Contractor operations.

### 2.02 DEWATERED SLUDGE CHARACTERISTICS

- A. During the 2014 fiscal year, the Owner produced approximately 24,000 wet tons of sludge as dewatered cake at a yearly average of 25 percent cake solids. The average monthly production schedule of dewatered sludge was 2,000 wet tons per month hauling six (6) days per week.
- B. The Contractor will be permitted to take samples of the sludge for analysis to verify the sludge quality during regular business hours upon reasonable notice to the superintendent of the wastewater treatment plant at the Contractor's sole cost and expense. The number of samples shall be up to the Contractor, who shall be solely responsible for determining sludge quality in order to obtain the necessary permits. If a program of continuous testing is required to meet permit requirements, the Contractor shall develop a schedule for taking such samples which shall be approved by the Wastewater Treatment Plant Executive Director or their designee.
- C. The Contractor shall not be obligated to haul any sludge that contains hazardous waste.

### 2.03 PERFORMANCE

- A. All dewatered sewage sludge generated by the Owner shall be removed to an authorized offsite location for disposal, up to seven (7) days per week. The Contractor will be responsible for the transport of this material and will be required to supply transport equipment on a timely basis.
- B. Contractor shall utilize an approved, certified weigh station. All empty and loaded containers/vehicles will be weighed at the weigh station and these weights recorded on the Daily Inspector Form for use in determining the weight of the sludge hauled by the Contractor. Payments will be based on weight measured at the approved scales. City personnel shall operate the loading equipment and determine when the container/vehicle is full. The Contractor shall provide any necessary equipment or training required to enable City personnel to determine the approximate weight of a full load. The Contractor shall be solely responsible for any overfilling of the container/vehicles and any overweight container/vehicles. **THE CITY SHALL NOT BE RESPONSIBLE FOR ANY OVERWEIGHT/OVERFILLED CONTAINERS/VEHICLES** unless the City does not follow the training provided and overloads the container

- C. Each container/vehicle shall be equipped with a covering system when transporting dewatered sludge. The cover system shall be activated inside the sludge loading bay after sludge loading has ceased. The cover must be activated before the container/vehicle leaves the loading bay. The cover shall be manufactured of a material that contains the emission of any unreasonably objectionable odors from the container/vehicle. The cover shall also exclude the entry of any rain, snow or other material into the container/vehicle. If the City receives an odor complaint associated with the transportation of dewatered sludge and the Contractor is not following the sludge loading procedures described above the Contractor will be required to add an odor control chemical or other substance to the full container/vehicle prior to installing the cover. The odor control chemical must be approved by the City before it can be used. The quantity of the odor control chemical or other material to be added shall be determined in the field but shall be such quantity that City personnel cannot detect any unreasonably objectionable odor emanating from the container/vehicle while standing next to it. The City shall allow the Contractor to install and/or store the odor control chemical or other substance in the loading bay as long it does not interfere with normal plant operations. The Contractor shall supply, install and operate the odor control chemical system or other material at no additional cost to the City.
- D. The City shall approve all local trucking routes.
- E. Contractor shall have transport vehicles that will permit the loading bay doors at the dewatering facility to be closed during sludge loading operations. No sludge will be loaded while the dewatering facility doors are open.
- F. Contractor shall pay for any chemicals used in further treatment of the sludge on or off site, and shall deduct the weight of chemicals used from dewatered sludge weight slips.
- G. The City does NOT intend to treat dewatered sludge with lime. The Contractor shall NOT be permitted to use lime to further treat dewatered sludge while on Owner's site.
- H. The Contractor shall be permitted to subcontract the transportation of the dewatered sludge. The City reserves the right to review all personnel and equipment used for sludge hauling. The City reserves the right to approve any sludge hauling subcontractors. If there are performance issues with the sludge hauling subcontractor, the City reserves the right to discontinue the use of the subcontractor or any other proposed subcontractor.
- I. Contractor shall take custody of, control of, title to and all legal responsibility, including but not limited to liability for sludge spills and pollution remediation, for all sludge delivered to it by the City at the moment the sludge leaves the Owner's Sludge Processing Building for the term of this agreement.
- J. When work is performed in the Sludge Processing Building, the Contractor is responsible to move container(s) as needed by the Owner.

#### 2.04 PERMIT AND LICENSE REQUIREMENTS

- A. The Contractor must submit a list of all necessary permits and regulatory agency authorization applicable for transport and processing of Owner's sludge within 30 days after award of the

Contract if required by the City. The Contractor shall include a sworn statement attesting to the fact that the permits/licenses so inventoried:

1. Are all that are currently necessary to perform the required Disposal of Sewage Sludge from the Owner's facility;
  2. Consistent with the issuer's duration provisions, offer the specified days authorization of required service capabilities, are currently in good standing; and
  3. To the maximum extent permissible by law and regulation, can be exercised on the City's behalf in executing the services without further conditions, qualifications, regulatory agency authorization, or other intervention.
- B. Contractor shall submit an Emergency Spill Control Plan, identifying how a spill will be contained, cleaned up, and equipment to be utilized. The Contractor shall submit this spill response plan to the City no more than 30 days after award of the contract.
1. The plan shall identify a minimum of three names of individuals employed by the Contractor who can be contacted by the vehicle operator in the case of a spill. The list shall have both work and cell phone numbers. The plan shall also call for the notification of Department of Environmental Protection (DEP) within 24 hours of a spill. Additionally, written notification must be sent to DEP within five (5) business days after the spill.
  2. The plan shall identify methods of containing the spilled sludge and the method the Contractor intends to utilize in the cleanup. The method should clearly state the difference in cleaning spills occurring on pervious or impervious areas. It should also state how a waterway is to be protected if the spill occurs next to it, how varying weather conditions will affect the cleanup and the equipment to be used in the cleanup.
  3. The plan should also identify the state agencies that must be notified if a spill occurs and the response time by the Contractor in addressing the spill.
- C. The Contractor shall, as condition of award and continuously throughout the Contract duration, maintain compliance with all laws and regulations applicable to removal, transport, processing, and use of City's sludge as its sole cost and expense.
- D. Contractor shall notify City of any action(s) potentially or actually altering the status of any of these authorizations. Contractor shall also notify City at least six (6) months prior to the expiration of any permit applicable to this Contract. Contractor shall reapply for requisite re-authorization(s) in performance with law and regulation, shall notify City of the disposition of its reapplication, and shall implement such secondary contingency plans as necessary in providing uninterrupted long-term sludge disposal and/or beneficial processing and use service. Contractor shall provide City with copies of all transactions conducted from reapplication through disposition and reissuance.

- E. Contractor shall employ a chain-of-custody manifest system to record all persons and all equipment involved in removing, transporting, processing, disposal or beneficial reuse of City's sludge under this Contract. The sludge manifest system is instituted:
1. To ensure traceability and proper transfer of responsibility of all the City's sludge removed, transported, processed, beneficially reused or disposed under this Contract from its removal from City's site through its acceptance at Contractor's processing site.
  2. To document removal, transport, processing, beneficial reuse or disposal operations in compliance with law, regulation, and permit authorization and consistent with conditions under which this Contract was awarded.
  3. To support Contractor's Application for Payment.

The following information must appear on or with the manifest:

1. Assignment of a unique identification number for each load of City's sludge removed from City's site.
2. Container identification number.
3. Transport vehicle identification number.
4. Signed by representatives of both City and Contractor at each load's pickup and removal.
5. Any changes in container or transport vehicle between initiation and conclusion of each load's manifesting shall be accompanied by date and time responsibility was transferred, explanation of the circumstances, and signatures of the formerly responsible and newly responsible parties.
6. Identification of the disposal facility to which the sludge was delivered, date and time each load was received and signature of representative accepting each load at the disposal facility.
7. Sufficient weight determinations to enable Contractor's reporting of correct weights or volumes of City's sludge removed, transported, and disposed or processed.

## PART 3: EXECUTION

### 3.01 OPERATION

- A. The Contractor shall furnish sufficient transport equipment to load and remove, from negotiated hours up to seven (7) days per week, the entire output of dewatered sludge from the Owner's facility.
- B. Liquidated Damages: The City operates under National Pollution Discharge Elimination System (NPDES) Permit. Bypassing, spilling, or discharging of sludge or raw sewage into the waters of the Merrimack River is a violation of the Permit terms and conditions and could result in considerable fines and other penalties being levied against the City. If an emergency situation occurs as a result of a failure on the part of the Contractor to supply transport equipment capacity

to the plant in a timely manner, for the loading of material, or if the Contractor fails to perform under the requirements of this contract causing the City to violate its NPDES permit, then the Contractor will be held accountable and will forfeit out of monies due, a sum equal to 100 percent of any cost or expense incurred in connection with alleviating such emergency condition, including without limitation, any fine or penalty which may be imposed by an appropriate governmental authority including, but not limited to, the EPA and DEP.

END OF SECTION

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