

City of Lowell
Lowell Regional Wastewater Utility

**LONG-TERM SCUM DISPOSAL
INFORMATION FOR BIDDERS**

The work to be performed under this Contract includes removal of scum collected in two scum collection tanks (total volume of about 18,000 gallons) at the plant, dewatering, and transporting it to an authorized offsite location for disposal of the scum and remaining liquid as defined in Article 12 of the Information to Bidders. The frequency of cleaning is about once every 4 months. It is the CITY's intent to Contract for these services for a three (3) year period commencing on July 1, 2016 and ending June 30, 2019

Article 1 - Location of the Work

The work for this Contract is located at the CITY's Regional Wastewater Utility located on First Street Boulevard (Route 110), Lowell, Massachusetts.

Article 2 - General Description of the Work

All scum in the two storage tanks at the LRWWU shall be removed periodically at the request of the Utility. Under this contract the successful Bidder (CONTRACTOR) shall furnish sufficient transport and equipment to remove, dewater, load, transport, and dispose (at an authorized offsite location) of the scum on a periodic basis as requested by Wastewater personnel. The scum removal operation shall be conducted during regular business hours at the request of Utility personnel. Historically, the contents of the scum tanks, after dewatering, has yielded approximately 300 wet tons per 12 month period that would be transported to a final disposal site.

It is expected that the scum will be removed by vactor and conveyed to a vacuum box to assist in the dewatering of the scum. Equipment to perform on site dewatering of the scum as it is removed shall be supplied by the contractor. The equipment must be located and fit in the confines of the parking area adjacent to the scum tanks (located on the east side of the primary tanks) and must limit odors from the operation. Decant from the vacuum boxes and scum dewatering operation shall be discharged back to the headworks of the plant at the discretion of the Utility.

At the conclusion off loading procedure, the Contractor shall remove the equipment and vacuum boxes. It is expected that all chemical and utility costs will be borne by the Contractor. Only limited labor and assistance will be provided by the Utility to coordinate the scum dewatering operation.

The successful Bidder (CONTRACTOR) will be the transporter of this material from the LWWRU and will be required to supply transport equipment on a timely basis.

The Bidder shall identify both a Primary and Backup Disposal Facility/Site. The CITY has the right to approve all trucking routes.

Article 3 - Special Items of Interest to Bidders

For the sole purpose of convenience for the Bidders, the following outline of special items of interest is listed below:

1. Each Bidder must visit the work site prior to submission of a Bid. In preparing his Bid, each Bidder must become thoroughly familiar with all aspects of the work as described in the Contract Documents and take into account the existing conditions at the wastewater treatment plant.

Article 4 - Notice to Begin Work

The CONTRACTOR shall start work no later than August 1, 2016, unless otherwise agreed.

This is the official commencement date and the contract time renewal periods and bond terms shall be computed with reference to this date.

Article 5 - Penalties

The LRWWU 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 sufficient 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.

Article 6 - CONTRACTOR's Responsibility

The CONTRACTOR shall be responsible for the security of all his equipment when moved onto the LRWWU plant site.

During the course of this contract, the CONTRACTOR shall take all reasonable and necessary precautions to protect the property of the City of Lowell from damage resulting from his operations or his approved subcontractor's operations under this Contract.

Article 7- Proposal Forms to be Completed

The following is a list of forms contained in the Bid Documents that are to be completed:

- Identification of Primary Disposal Facility
- Identification of Backup Disposal Facility

Article 8 - Material Quantities and Characteristics

Historically the LRWWU has produced approximately 300 wet tons of scum. The CITY makes no representations or guarantees as to actual amounts or characteristics of the scum.

Article 9 - Qualifications of Bidders

The Bidder shall submit with the bid, the following information which shall be for the guidance of the CITY in determining if the Bidder is a responsible Bidder. Failure to submit any of the following documents shall result in rejection of the bid.

1. If the Bidder is a corporation, a statement of the names of its officers and directors, a certified copy of its certificate of incorporation, and proof of its authority to do business in the State of Massachusetts. If a partnership, a statement of the names of its members indicating which are general and which are special partners. A statement listing all parent or related companies, if the company performing the work is subsidiary.

2. Brief descriptive materials and histories for the Bidders and any contracts, subcontracts, or partnership in joint ventures related to the type of work called for these specifications.
3. Audited financial statements for the past three fiscal years (10-K forms, if available)I to include, as a minimum, balance sheet, statement of operation and changes in financial position and notes thereto. Most recent interim financial statement (10-Q forms, if available) shall be submitted as well. This information should be submitted for all parties that are proposing to participate in the project, in any form, including joint ventures, partnerships, etc., and any controlling entity and proposed subcontractors.
4. An organization chart for the project naming the key personnel, their technical experience, and showing the chain of command and the responsibilities and corporate affiliation of each key individual.
5. Listing of contracts which the Bidder is performing or has performed during the last five (5) years similar to the work called for in these specifications. Include at least (3) customer references with following information:
 - a. Name and address of contact person
 - b. Nature of amount of waste managed and method of disposal.
 - c. Period of time CONTRACTOR performed service.
 - d. Total dollar amount of service invoiced.
6. Dun and Bradstreet number or other financial rating classification.
7. Copies of approved permits from all applicable CITY, County, State, special district, and federal jurisdictions for transporting and processing or disposing of scum of indicated quality and estimated quantity. The Bidder shall attach an inventory of all permits/licenses necessary to execute the Contract including type, number, location, issuance, date, expiration date, copies of all these permits, all reports filed with regulatory agencies within the previous 12 months as a condition of these permits, and a sworn statement attesting to the fact that the permits/licenses so inventoried: (a) are all that are currently necessary to perform the required Disposal of Sewage Scum from the Lowell Regional Wastewater Utility, (b) consistent with the issuer's duration provisions, offer the specified days authorization of required service capabilities, are currently in good standing, and (d) 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.
8. The Bidder shall attach to the bid the following information relating to the transport capability which the Bidder proposes to use:
 - a. Name (if a proposed subcontractor will be used for transport capability).
 - b. Office address and telephone number (if a proposed subcontractor will be used for transport capability).
 - c. Ownership: names, address, telephone numbers of entity and principals (if a proposed subcontractor will be used for transport capability).
 - d. Description of 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.

9. The Bidder shall attach to the bid the following data relating to each of the Primary and Backup Disposal Site(s) which the Bidder proposes to use:
 - a. Name.
 - b. Disposal Facility site location, address, and telephone number.
 - c. Office address and telephone number.
 - d. Ownership: names, address, telephone numbers of entity and principals.
 - e. Description of proposed methods of processing and/or disposal of the CITY's sewage sludge from the LRWU.
 - f. The CONTRACTOR shall supply a sworn Certification which shall specify at a minimum of: (1) daily maximum processing capacity for sewage scum, (2) current daily quantity of sewage scum processed, (3) remaining capacity, and (4) the facility is in environmental compliance with all applicable laws and regulations.

10. An overall plan describing how the Bidder intends to guarantee the removal, transportation, disposal, and/or processing or beneficial reuse of the sewage scum. 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.

Article 10 – Disposal Definition

For the purpose of this contract, “Disposal” is defined as the environmentally sound use of a sewage scum or sewage scum 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.

Article 11 - Bid Form

Each Bid shall be submitted on the Bid Form appended to the Bid Document. All blank spaces for Bid Prices must be filled in with the appropriate sum for which the Bid is made.

Bid Forms shall be completed in ink or by typewriter. The Bid Price of each item on the form shall be stated in words and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor the unit prices. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor the correct sum.

Bids by corporations shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation shall be shown below the signature.

All names shall be typed or printed below the signature.

The address to which communications regarding the Bid are to be directed shall be shown.

One copy of each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of the bidder, his address, and the Project Title for which the Bid is submitted. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face.) The Bid Bond shall be submitted in a separate envelope from the Bid and attached to the envelope containing the Bid.

**DETAILED SPECIFICATIONS
LONG-TERM SCUM REMOVAL AND DISPOSAL
SECTION 01010**

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required, as shown on the Drawings and specified herein, to :
 - 1. Remove contents of the existing two Primary Scum Storage Tanks, removing all liquids, grease, scum, rags, and debris.
 - 2. Dewater the scum using a vacuum filter box coupled with a vactor all provided by the Contractor.
 - 3. Handle, haul and dispose of the scum from the storage tanks in compliance with Federal, State, and local regulatory requirements
 - 4. Inspect influent, suction and liquid draw-off piping for blockages and clear all blockages that exist.
 - 5. The Contractor shall place his equipment, vehicles, and temporary piping so that it does not interfere with plant operations or the ongoing construction activities at the plant.
 - 6. The Contractor is required to adhere to OSHA's Safety Regulations for Confined Space Entries.
- B. Utilize appropriate vehicles and maintain all operating records/manifests required by the Department of Transportation (DOT), the Commonwealth of Massachusetts, and all other states to be traversed, as applicable. In general, comply with all applicable regulatory requirements as well as other applicable Federal, State or local laws, codes and ordinances which govern or regulate the waste.
- C. The latest laboratory testing of scum is available for review at the Lowell Regional Wastewater Utility for informational purposes only. In making this information available, the City makes no guarantee, either expressed or implied, as to its accuracy or to the accuracy of any interpretation thereof.
- D. All sampling and testing required by the disposal facility shall be included in the Contractor's Bid.
- E. Work shall be performed within a 10 working days notification by the Maintenance Superintendent or designee that the scum storage tanks need to be cleaned.
- F. Work shall be performed during regular business hours, 7:00 am to 3:00 pm, Monday thru Friday, excluding holidays.

- G. The Contractor holds the City harmless from any violations of Federal, State, or local regulatory requirements for the handling, hauling, and disposal of the contents of the scum tanks after it is removed the storage tanks.

1.02 REGULATORY REQUIREMENTS

- A. Conform to all State, local and/or Federal regulations pertaining to the transportation of any hazardous and/or non-hazardous material.
- B. Any transporter of non-hazardous material shall be properly licensed in all states which are traversed.
- C. The CONTRACTOR will be permitted to take samples of the scum for analysis to verify the quality during regular business hours upon 5 working days notification to the Executive Director at the CONTRACTOR's sole cost and expense. The CONTRACTOR must submit necessary permits for transport and processing of LRWU scum within 90 days after award of the Contract. The number of samples shall be up to the CONTRACTOR, who shall be solely responsible for determining scum 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.
- D. 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 scum as its sole cost and expense.
- E. CONTRACTOR shall compile and submit a listing of all regulatory agency authorization applicable to long-term removal, handling, transport, and/or disposal of CITY's scum. The listing shall identify the effective date and expiration date of all permits; copies of all permits shall be included within this compilation. As a condition of award, CONTRACTOR shall establish to CITY'S satisfaction that he possesses for the Contract duration regulatory authorization applicable to the CITY's project, shall demonstrate they are in good standing, and can accommodate the CITY's long-term scum disposal requirements within these authorizations.
- F. 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 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 scum disposal and/or beneficial processing and use service. CONTRACTOR shall provide CITY with copies of all transactions conducted from reapplication through disposition and reissuance.
- G. CONTRACTOR shall diligently make all reasonable efforts to appeal or contest all unfavorable regulatory sanctions or permit disposition affecting CITY's long-term scum disposal and/or processing and use at no cost to the CITY's, and shall keep CITY fully informed as to the status and progress of such appeal(s) or contestation(s).

- H. CONTRACTOR shall take all actions necessary at no additional cost to the CITY to comply with new laws and regulations enacted after the effective date of the Contract and throughout its duration affecting CITY's long-term scum disposal. CONTRACTOR shall keep CITY informed as to impacts of these law and regulations and actions being implemented to comply, including preparation of filing of new applications. CONTRACTOR shall provide CITY with copies of all transactions undertaken in this regard.
- I. 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.
- J. City, as scum generator, will perform testing as required by EPA.

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.

CONTRACTOR will be solely responsible for all testing required for the removal, transport, processing and beneficial reuse and/or disposal of CITY's scum at no additional cost to the CITY. Copies of these test results and reports required, prepared and filed by CONTRACTOR incorporating these data will be forwarded to CITY.

- K. CONTRACTOR shall take custody of, control of, title to and all legal responsibility, including but not limited to liability for scum spills and pollution remediation, for all scum collected by the Contractor at the moment the scum leaves the LRWU storage tanks for the term of this agreement.

1.03 SUBMITTALS

- A. The Contractor shall submit a work plan to the City for review. The work plan shall include, but not be limited to the following:
 - 1. The proposed method of handling, disposal, and odor control, layout of equipment and piping, proposed procedures for measurement of processed residuals, method of housekeeping and manpower to be furnished.
 - 2. A schedule of the proposed draining and cleaning process including description of the activities to be performed and the dates of these activities.

The cleaning schedule shall include but not be limited to the following activities:

- a. Gas purging of tank (if required).
- b. Removal of tank contents.
- c. Cleaning tank.
- d. Pipe cleaning.

3. A disposal plan describing the procedures to be employed to ensure proper characterization and disposal of the processed residuals.
 4. A nuisance control plan describing the measures to be employed to limit odors and noise levels outside the treatment plant boundaries.
- B. Submit name, address and phone number of haulers/transporters properly licensed in the Commonwealth of Massachusetts and applicable states that the Contractor intends to use for this project. Any later deviations from the proposed transporter shall be as accepted by the City. Such deviation will be submitted for review at least ten working days prior to beginning the work.

PART 2 EXECUTION

2.01 TANK CONTENTS REMOVAL AND CLEANING

- A. Work shall be performed in accordance with the schedule submitted by the Contractor and approved by the City. The Contractor shall provide labor and equipment required to complete cleaning operations.
- C. Contractor shall conduct work in a way as to control odors 24 hours a day while removing tank contents and cleaning the tank.
- D. The City reserves the right to stop, or postpone the work if odors become objectionable or if there are other adverse impacts on plant operations. No additional compensation will be paid to the Contractor in the event the cleaning work is stopped or postponed due to odors or other adverse impacts on plant operations.
- E. The Contractor shall use the existing roof manways to provide access to the tank. Contractor shall be responsible for verifying access to tanks.
- F. All gas-filled areas within the tank shall be purged and vented to eliminate hazardous conditions throughout the work. The atmosphere is to be maintained below 10 percent of the lower explosive limit.
- G. Water for the Contractor's use will be allowed from the on-site plant water hydrants in response to a request from the Contractor.
- H. The atmosphere of the tank shall be monitored by at least three combustible gas-oxygen and hydrogen sulfide detectors. Gas detection sampling tubes shall extend to the working level in the tank. Detectors shall give visual (meter and light) and audio indication of hazardous atmospheres.
- I. Provide pumps, temporary pumping hoses and appurtenances to withdraw tank contents and convey it to the Contractor's truck.
- J. After the tank contents have been removed, the surfaces of the tank interior, including the ceiling, walls, floor, internal piping and appurtenances, shall be hydraulically scoured and cleaned to their

bare surfaces to the satisfaction of the City.

- K. All hoses, ladders, pumps, etc. for the cleaning operation shall be provided by the Contractor.
- L. Removal of scum, grease, rags and grit from the tank and subsequent processing shall be performed in a manner to prevent interference with adjacent structures, existing plant operations and other contractors.
- M. The contractor will insure the work area is cleaned daily. No debris will be left at the conclusion of the work day.
- N. The entire work area must be protected from spills/leakage. If spills/leakage occurs, the contractor will be required to clean/degrease and restore any surfaces to original condition.
- O. The contractor will prevent indentations on any surface from any equipment, i.e., indentations from container wheels on parking or grass surfaces. If indentations occur, the contractor will restore surfaces to their original condition.
- P. Under no circumstances will any equipment be left behind in scum tanks (i.e., hoses, wood products, rope, hardhats, etc) at the end of the work day.

2.02 TRANSPORTATION

- A. Contractor shall be responsible for the manifesting of all wastes.
- B. At a minimum, the Contractor shall:
 - 1. Perform vehicle inspection before leaving the site.
 - 2. Be responsible for coordinating hauling with tank content removal.
 - 3. Coordinate vehicle inspection and recording of quantities leaving the site with the Engineer. These quantities shall be verified with recorded quantities at the disposal facility(s).
 - 4. Be responsible for any and all actions necessary to remedy situations involving waste spilled in transit; this action will be accomplished at the Contractor's expense.
 - 5. Use only the transporter(s) approved in the Contractor's plan for performance of the work. Any use of substitute or additional transporters must have approval of the Engineer and Owner.
- C. Record Keeping
 - 1. Provide to the Owner and Engineer the written records verifying receipt of each load at the disposal facility, the quantity received and verification of proper disposal.
 - 2. If notification of receipt of any waste shipment is not received within 2 weeks of departure of the waste from the site, immediately notify the Owner and Engineer and contact the disposal

facility(s) to determine the status of the shipment and resolve the discrepancy.

3. If a record discrepancy is not resolved, then an Exception Report must be filed with the appropriate regulatory agency within 15 days and the Owner and Engineer shall be so notified with a copy of the report.
4. 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 scum under this Contract. The scum manifest system is instituted:
 - To ensure traceability and proper transferal of responsibility of all the CITY's scum 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.
 - 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.
 - To support CONTRACTOR's Application for Payment.

The following information must appear on or with the manifest:

- Assignment of a unique identification number for each load of CITY's scum removed from CITY's site.
- Container identification number.
- Date/time loading started and finished.
- Transport vehicle identification number.
- Signed by representatives of both CITY and CONTRACTOR at each load's pickup and removal.
- Any Changes in container or transport vehicle between initiation and conclusion of each load's manifesting shall be accompanied by date/time responsibility was transferred, explanation of the circumstances, and signatures of the formerly responsible and newly responsible parties.
- Identification of the disposal facility to which the scum was delivered, date and time each load was received and signature of representative accepting each load at the disposal facility.
- Sufficient weight determinations to enable CONTRACTOR's reporting of correct weights or volumes of CITY's scum removed, transported, and disposed or processed.

The CITY will supply a suggested manifest system intended for use under this Contract.

- D. 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 scum 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 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.**
- E. Each transport vehicle shall be equipped such that the scum is fully contained and covered, as applicable. The containment shall prohibit the emission of any odors from the vehicle. If the CITY receives any odor complaints due to trucking activities, 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 quantity of the odor control chemical or other material to be added shall be determined in the field but shall be such quantity that a CITY personnel cannot detect any 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. The City has the right to approve all trucking routes.
- F. CONTRACTOR shall submit an Emergency Spill Control Plan identifying how a spill will be contained and cleaned up and including the 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.

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 home telephone 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.

The plan shall identify methods of containing the spilled scum 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.

It 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.

- G. CONTRACTOR shall pay for any chemicals used in further treatment of the scum on or off site, and shall deduct the weight of lime and other chemicals used from scum weight slips.