Liquid Land Application of Biosolids with Regional Storage Services Modification No. 1

Scope of Work Exhibit A

Current Language:

D. TRANSPORT OF WASTEWATER RESIDUALS TO OTHER FACILITIES

Pay Item 4 involves transport of dewatered wastewater residuals.-

1. PAY ITEM 4

Load and transport approximately 15,000 WT/year of wastewater residuals from SWWTP and/or JPWWTP.

2. SAMPLING

When wastewater residuals are transported per Pay Item 4, a sample of residuals will be collected daily by the Contractor. The sample shall be sealed, chain of custody-prepared, and both the chain of custody and the sample must be delivered to the City WWTP laboratory for analysis. The Contractor will be fined \$100 per day for each day dewatered biosolids were transported and no corresponding sample with chain of custody was delivered, which will be deducted from any amount due to the contractor. A chain of custody for a sample is not valid unless the laboratory's agent has signed for the sample. The City will provide laboratory services for daily analysis of %TS.

3. LANDFILL HAULING

If residuals are hauled to the landfill the Contractor shall complete hauler information on the waste manifest for each load to landfill. The City shall provide waste manifest paperwork and laboratory testing, and will acquire Landfill Waste Profiles.

4. PRODUCTION AND CHARACTERISTICS

Approximately 15,000 WT/year of wastewater residuals may be generated by the City of Columbus WWTPs and disposed of at an Ohio EPA-approved Subtitle D landfill. These amounts are estimates only and there is no guaranteed annual amount associated with these Pay Items. The service is required only intermittently when other beneficial uses are not available or when maintenance is required, and shall be requested on an as-needed basis. Should annual amounts managed under Pay Item 4 exceed estimated quantities by more than 20%, the Contractor and the City agree that the Contractor shall be allowed a 10% markup on landfill disposal fees.

5. PERFORMANCE CRITERIA

- i. The Contractor's services for transportation to landfill shall be provided within 48 hours' notice from the City. If services are not provided within this 48-hour timeframe, the City shall deduct \$500 from any money due to the Contractor, not as a penalty but as liquidated damages, for each Operational Day, or portion of an Operational Day, beyond the 48-hour timeframe until the required services have been provided.
- ii. Services include: full responsibility for wastewater residuals sample collection and sample delivery to WWTP lab; all loading, transportation and delivery; spill and emergency responses; record keeping and reporting, including all management, labor and equipment costs; payment of all solid waste generator fees, tipping fees, EPA fees, fuel surcharges, etc. The contractor is responsible for landfill disposal fees, which shall be treated as a pass-through cost to the City at no additional markup beyond Pay Item 4. The Contractor's direct costs at the landfill will be passed through to the City of Columbus DOSD and reported separately on the Contractor's invoice for payment.
- iii. The transportation routes and the destination sites/landfills shall be determined by the City.
- iv. Hauling under Pay Item 4 shall be based on a 10 hour working day. At such time the City requests hauling under this Pay Item, a minimum of 10 hours of work will be available. If less than 10 hours of work is performed by the Contractor because of Contractor equipment failure, the day rate will be prorated based on actual number of hours worked.

6. <u>SAMPLING</u>

When wastewater residuals are transported per Pay Item 4, a sample will be collected daily by the Contractor. The sample shall be sealed, chain of custody-prepared, and both the chain of custody and the sample must be delivered to the City WWTP laboratory for analysis. The Contractor will be fined \$100 per day for each day wastewater residuals were transported and no corresponding sample with chain of custody was delivered, which will be deducted from any amount due to the Contractor. A chain of custody for the sample is not valid unless the laboratory's agent has signed for the sample. The City will provide laboratory services for daily analysis of %TS.

PROPOSED LANGUAGE:

D. TRANSPORT OF WASTEWATER RESIDUALS TO OTHER FACILITIES

Pay Item 4 involves transport of dewatered wastewater residuals.

1. PAY ITEM 4

Load and transport approximately 15,000 WT/year of wastewater residuals from SWWTP and/or JPWWTP.

2. <u>SAMPLING</u>

When wastewater residuals are transported per Pay Item 4, a sample of residuals will be collected daily by the Contractor. The sample shall be sealed, chain of custody-prepared, and both the chain of custody and the sample must be delivered to the City WWTP laboratory for analysis. The Contractor will be fined \$100 per day for each day dewatered biosolids were transported and no corresponding sample with chain of custody was delivered, which will be deducted from any amount due to the Contractor. A chain of custody for a sample is not valid unless the laboratory's agent has signed for the sample. The City will provide laboratory services for daily analysis of %TS.

3. HAULING

If residuals are hauled to <u>a site where waste manifests are required</u>, the Contractor shall complete hauler information on the waste manifest for each load. The City shall provide waste manifest paperwork and laboratory testing, and will acquire <u>referenced waste profiles</u>.

4. PRODUCTION AND CHARACTERISTICS –

Approximately 15,000 WT/year of wastewater residuals may be generated by the City of Columbus WWTPs and disposed of at <u>various locations as required</u> and designated by the City. These amounts are estimates only and there is no guaranteed annual amount associated with these Pay Items. The service is required only intermittently when other beneficial uses are not available or when maintenance is required, and shall be requested on an as-needed basis. Should annual amounts managed under Pay Item 4 exceed estimated quantities by more than 20%, the Contractor and the City agree that the Contractor shall be allowed a 10% markup on disposal <u>site tipping</u> fees.

5. PERFORMANCE CRITERIA

- i. The Contractor's services for transportation to the designated site shall be provided within 48 hours' notice from the City. If services are not provided within this 48-hour timeframe, the City shall deduct \$500 from any money due to the Contractor, not as a penalty but as liquidated damages, for each Operational Day, or portion of an Operational Day, beyond the 48-hour timeframe until the required services have been provided.
- ii. Services include: full responsibility for wastewater residuals sample collection and sample delivery to WWTP lab; all loading, transportation and delivery; spill and emergency responses; record keeping and reporting, including all management, labor and equipment costs; payment of all solid waste generator fees, tipping fees, EPA fees, fuel surcharges, etc. The Contractor is responsible for tipping fees and disposal fees, which shall be treated as a pass-through cost to the City at no additional markup beyond Pay Item 4. The Contractor's direct costs at the disposal site will be passed through to the City of Columbus DOSD and reported separately on the Contractor's invoice for payment.

- iii. The transportation routes and the destination <u>sites</u> shall be determined by the City.
- iv. Hauling under Pay Item 4 shall be based on a 10 hour working day. At such time the City requests hauling under this Pay Item, a minimum of 10 hours of work will be available. If less than 10 hours of work is performed by the Contractor because of Contractor equipment failure, the day rate will be prorated based on actual number of hours worked.

6. SAMPLING

When wastewater residuals are transported per Pay Item 4, a sample will be collected daily by the Contractor. The sample shall be sealed, chain of custody-prepared, and both the chain of custody and the sample must be delivered to the City WWTP laboratory for analysis. The Contractor will be fined \$100 per day for each day wastewater residuals were transported and no corresponding sample with chain of custody was delivered, which will be deducted from any amount due to the Contractor. A chain of custody for the sample is not valid unless the laboratory's agent has signed for the sample. The City will provide laboratory services for daily analysis of %TS.