

GROTON UTILITIES

REQUEST FOR PROPOSALS

**TRANSPORTATION AND DISPOSAL OF
LIQUID SEWAGE SLUDGE AND SCUM**

PROPOSAL NUMBER: GU-20-Q10
PROPOSAL DEADLINE: May 13, 2020
LOCATION: Groton Utilities, Operations Building
ADDRESS: 1240 Poquonnock Rd., Groton, CT 06340

Contract documents may be obtained from Groton Utilities Operations Building beginning on April 22, 2020 Monday through Friday between the hours of 7:00 a.m. and 3:00 p.m.

Sealed proposals will be received by Raymond Valentini, Manager Operations until 2:00 P.M. on May 13, 2020 for “**Transportation and Disposal of Liquid Sewage Sludge and Scum**” in accordance with the following specifications and information.

Proposals received after 2:00 P.M. on May 13, 2020 will not be accepted.

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INFORMATION FOR RESPONDENTS

1.0 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals is being issued to solicit proposals from qualified respondents willing to provide transportation and disposal of an estimated 140 to 160 dry tons of municipal wastewater sludge per year in a liquid form. The sludge concentration is 3% to 6% solids with up to 4.0% scum by volume. The sludge is generated from Groton Utilities Water Pollution Control Facility located at 311 Thames Street in Groton, Connecticut.

The defined terms in the General Conditions shall apply to all contract documents.

1.2 Transportation and Disposal Service

The service involves the assisting of Groton Utilities personnel in the loading of liquid sludge, providing five day per week (Monday through Friday) on-call transportation and disposal. The services are to include, but not be limited to:

- Providing a permitted disposal facility
- Properly licensed labor and CDL required drug and alcohol testing programs
- Tools, equipment and materials required to mate up to Groton Utilities' and the disposal facility discharge lines
- Transportation vehicles properly licensed and inspected
- Administration, management, and maintenance support to perform the services as specified in these documents.

2.0 PROPOSALS

2.1 Submission

Sealed proposals shall be submitted by courier to Manager Operations, 1240 Poquonnock Road, Groton CT 06340 no later than 2:00 P.M. on May 13, 2020 or via U.S. Mail to 295 Meridian Street, Groton, CT 06340 before the bid opening at which time they will be publicly opened and read aloud. Proposals received after that date and time would not be considered. Proposals must be submitted on the blank forms furnished, and shall be in a sealed envelope, addressed to Manager Operations, marked "**Groton Utilities, Transportation and Disposal of Liquid Sewage Sludge and Scum, Proposal Number GU-20-Q10.**" Groton Utilities shall receipt stamp each proposal received. The date of the stamp shall prevail over any postmark date for those proposals that are mailed. Groton Utilities assumes no liability for any postal service delays.

2.2 Proposal Completion

Three (3) original sets of proposal forms must be complete at the time of submission and signed by the respondent. Blank spaces in each proposal form together with appropriate schedules must be completed in full, in ink or typewritten. If a price already entered by the respondent on the proposal form is to be altered, it shall be crossed out with ink and the new price entered above or below it, and initialed by the respondent in ink. Any other alteration, erasure, or interlineation of the documents or the specifications, or failure to prepare or submit it in accordance with these instructions shall render the proposal irregular and subject to rejection.

A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate bylaws. The parent corporation of the successful respondent, if applicable, shall be required to execute the Contract for the purpose of guaranteeing and insuring the full and faithful compliance of the respondent.

If the respondent is a joint venture consisting of a combination of entities, each joint venturer shall execute the proposal.

Anyone signing a proposal as an agent of another or others must submit with his proposal, legal evidence of his authority to do so.

2.3 Withdrawal of Proposals

Proposals may be withdrawn by written authorization from the Manager Operations if, and only if, Manager Operations, one (1) day or more prior to the deadline established for receipt of proposals, receives a withdrawal request. No respondent may withdraw its proposal for a period of 60 days after the actual date of the opening of proposals, during which time prices will be firm.

2.4 Cost for Preparation of Proposals

Costs for the preparation of the proposal are to be borne entirely by the respondent. They shall not in any way be charged to Groton Utilities. All submissions become the property of Groton Utilities to use as required to meet the objectives of this Request for Proposals.

3.0 PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference held at on May 6, 2020, at 10:00 A.M. at the Water Pollution Control Facility, 311 Thames Street, Groton CT. This pre-proposal conference is not mandatory, but respondents are strongly encouraged to attend.

4.0 PERFORMANCE BOND

The successful respondent is required to provide a \$50,000 performance bond as security for faithful performance of the contract. The performance bond shall be made

out in favor of Groton Utilities, and shall be effective for the entire three-year period of the contract. This performance bond shall be required within 10 days of the contract award notification. The performance bond must be written by a surety company licensed to conduct business in the State of Connecticut with a rating of A or higher and at least a Class X Financial Status in the latest edition of A.M. Best's Insurance Guide.

5.0 RESPONDENT QUALIFICATION

Each respondent shall present evidence it normally engages in performing the type of service proposed. The respondent shall make itself thoroughly familiar with the contents of the specifications before submitting its proposal. The respondent automatically acknowledges and accepts all of the provisions and conditions of the specifications. No proposal shall be considered from respondents who are unable to show that they are normally engaged in performing the type of service proposed. The respondent certifies that its service meets all Local, State and Federal regulations applicable to the service. The respondent is responsible for complying with all ordinances, laws and regulations affecting the service and holds Groton Utilities harmless for any claims for damages whether bodily, personal or property due to the avoidance of any requirement of any governing body. All respondents, in order for their proposals to be considered, must not be delinquent on any property tax or fees owed to the City of Groton and/or Groton Utilities. Respondents shall certify that neither they nor any business entity or corporation fully or partially owned by the respondents are delinquent on City of Groton and/or Groton Utilities property taxes or fees.

Prior to execution of the Contract(s) with Groton Utilities, the successful respondent to which each Contract is awarded must provide evidence that it has completed all requirements necessary to gain access to and make use of the disposal facility. These requirements may include registration of all vehicles, presentation of required Certificate of Insurance, execution of Indemnification Agreement, and completion of all forms required by disposal facility.

6.0 ACCEPTANCE OR REJECTION OF PROPOSAL

Groton Utilities reserves the right to accept or reject any or all proposals and to waive irregularities and/or informalities in any proposal and to make an award in any manner consistent with law deemed in the best interest of Groton Utilities.

7.0 SUPPLEMENTAL INFORMATION

The respondent must submit with the proposal detailed specifications, descriptive literature and all necessary details on the service that it proposes to furnish in order that Groton Utilities may have full information available when analyzing the Proposals.

8.0 CONTENTS FOR EACH PROPOSAL

The following items must be part of each proposal package. Respondents shall prepare three original sets of proposals in accordance with the following instructions:

A. Qualifications and General Information: Submit the general and business information of the respondents and its partners, and all other information requested in Proposal Form 1.

B. Statement of Technical Approach: The proposal must include a statement on how the respondent will provide for the transportation and the disposal of the liquid sludge. The respondent must also provide statements of the problems the respondent thinks or believes are likely to arise and the methods proposed to deal with them. This will include at a minimum, such common problems as equipment breakdown, employee absenteeism, quality control, and response to complaints, vandalism, and ensuring good customer relations. See Proposal Form 2.

C. Sludge Disposal Facility: A description of the disposal facility, together with identification of its location, current owners, zoning restrictions, known environmental problems, and related data must be submitted. A process operating description and flow diagram, illustrating how sludge will be received at the facility, introduced into the processing equipment, and treated is required. Identify any and all equipment that will be utilized for these purposes. Include copies of all current licenses, permits, and approvals for this facility. See Proposal Form 2.

D. Equipment: Provide an itemized list of the respondent's equipment to be used for this service highlighting the following (See Proposal Form 2):

- Number and type of hauling vehicles;
- Capacity of each vehicle;
- Fleet age data and replacement schedule;
- Arrangement and schedule for maintenance;
- Stand-by vehicles available for use on the Contract;
- Final disposal equipment.

E. Experiences: State how your firm has completed sludge transportation and disposal services in a project *most representative and similar to the service requirements described in this specification*. See Proposal Form 3. Also provide three additional references describing other project experiences. See Proposal Form 4 (make copies as required).

F. Financial Qualifications: Respondents shall include with their proposal information sufficient to establish their financial qualifications. The purpose of this information shall be to demonstrate that the respondent has the financial resources necessary to provide the services called for, and to pay, if necessary, the damages identified. The creditworthiness of the respondent, or its guarantor or letter-of-credit provider must meet or exceed the highest financial exposure potential for the project, calculated in an amount equal to six months of transportation and disposal services. See Proposal Form 5.

G. Unit Cost Disposal Services Proposal: List unit cost per gallon, as shown on Proposal Form 6

H. Certifications: All shall be completed in their entirety and executed by an official of the proposing entity authorized to bind the proposing entity. See Proposal Form 7.

I. Consent of Surety: The proposal shall be accompanied by a letter from a corporate surety satisfactory to Groton Utilities stating that a performance bond will be furnished by it to the person submitting the proposal in the event it is the successful respondent. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto. See Proposal Form 8.

Respondents are invited to provide any and all additional information, which it believes, may assist Groton Utilities in the favorable evaluation of the proposal.

9.0 EXCEPTION TO SPECIFICATIONS

If the service offered differs from the provisions contained in this specification, such differences must be explained in detail on the sheets attached to the proposal. If such deviations do not depart from the intent of this notice and are in the best interest of Groton Utilities, the Proposal will receive careful consideration. The absence of written deviations will hold the respondent strictly accountable to Groton Utilities to the specifications as written.

10.0 EQUIPMENT REJECTION

Groton Utilities has the right to reject equipment if they do not meet the intent of the specifications.

11.0 INQUIRIES

Up to and including May 8, 2020, Groton Utilities will accept written comments from prospective respondents requesting explanations of proposal documents. Comments regarding the proposal shall be directed to Raymond L. Valentini, Manager Operations. Written requests shall be sent to the Groton Utilities, 295 Meridian Street, Groton, Connecticut, 06340 addressed to his attention (valentinir@grotonutilities.com).

If explanations are to be provided, a written reply shall be made in the form of an addendum, a copy of which will be forwarded to each prospective respondent known to Groton Utilities. Prospective respondents **MUST** notify Groton Utilities in writing of their desire to be placed on the mailing list to receive a copy of any written explanations or addenda.

Any verbal statements regarding same by any person prior to the award are unauthorized and shall be of no effect and not binding on Groton Utilities.

Addenda issued to prospective respondents prior to date of receipt of proposals shall become a part of the contract documents, and all proposals shall include the work described in the addenda.

No inquiry received after May 8, 2020, will be given consideration.

12.0 BASIS FOR SELECTION OF RESPONDENT

Groton Utilities intends to contract with a single party for the delivery of services.

Groton Utilities retains the right to reject any and all proposals and to waive defects, informalities or irregularities in any Proposal.

Selection of the Contractor will be based on multiple criteria, including the overall benefit to Groton Utilities. Factors which will be considered in the evaluation generally include:

- Experience identical to or related to that required under this procurement, that is overall management and experience as reflected in the successful implementation of sludge transportation and disposal;
- Documented ability to provide necessary service starting July 1, 2020;
- Demonstrated ability to meet all financial obligations, to perform services even in adverse circumstances, and to obtain financing for performance of the scope of services;
- Evidence, in form and substance satisfactory to Groton Utilities, that the respondent (or respondent's subsidiaries or affiliates) has been in existence providing sludge transportation and disposal services for a minimum of five (5) years
- Consent of a surety acceptable to Groton Utilities
- Groton Utilities' evaluation of the proposed prices.
- Civil or criminal penalties, judgments, consent orders, settlements or operational fines by duly-authorized State or Federal agencies, or pending litigation or administrative proceedings related to the respondent's environmental compliance in the last seven (7) years, and if a corporation, its principals and/or affiliated corporations.
- Performance guarantees
- Financial Qualifications
- Federal Vehicle Inspections Records as obtained through the Federal Highway Administration Office of Motor Carriers, and/or other vehicular and driver safety records obtained through the State of Connecticut Department of Motor Vehicles.

Following the evaluation, a firm, or firms, will be selected for negotiation or all proposals will be rejected.

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a respondent and the rejection of its proposal:

- Evidence of collusion among respondents;
- Lack of competency as revealed by experience, environmental problems, equipment statements, or other factors;
- Lack of responsibility as shown by past sludge disposal and transportation work;
- Default on a previous municipal contract;
- A non-responsive or incomplete proposal;
- Civil or criminal penalties, judgments, consent orders, settlements or operational fines by duly-authorized State or Federal agencies, or pending litigation or administrative proceedings related to the respondent's environmental compliance in the last seven (7) years, and if a corporation, its' principals and/or affiliated corporations in the last seven (7) years;
- Inability to obtain the required registrations and permits from the disposal facility.

13.0 PROPOSAL ALTERATIONS/SIDETRACK AGREEMENTS

No alterations or sidetrack agreements changing the specifications shall be valid unless made in writing to Groton Utilities and signed by the Manager Operations.

14.0 AFFIRMATIVE ACTION

Groton Utilities is an Affirmative Action/Equal Employment Opportunity Employer. Groton Utilities and any vendor awarded this project shall comply with the regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21), issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Statute. 252, 42 United States code 2000d to 2000d-4. Further, Groton Utilities and any respondent awarded this Contract warrants that in the performance of this project, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex or physical disability, including, but not limited to blindness, unless it is shown to be that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States, or the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of Groton

Utilities and any respondent awarded this contract as related to the provisions of this section. (Section 4-114a of the General Statutes of Connecticut as revised.)

15.0 INSURANCE

Groton Utilities has extensive insurance requirements that are to be met in full by providing a certificate of insurance at least ten (10) days prior to the signing of the contract by the respondent awarded the Contract. Any respondent unable to provide the required insurance shall forfeit its right to the contract award and Groton Utilities will reject its proposal. Insurance requirements are specified in the **General Conditions** portion of this specification.

16.0 CONDITIONS

Each respondent shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work. Respondents shall thoroughly examine and be familiar with the Specifications, Contract Documents, and the Water Pollution Control Facility and the local road system. It is also expected that the respondents will obtain information concerning the conditions at locations that may affect their work.

The failure or omission of any respondent to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its proposal or to the contract. Groton Utilities shall make all such documents in its possession available to the respondent.

The respondent shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to Groton Utilities. Groton Utilities does not warrant the accuracy of the information it provides for the convenience of the respondent.

The respondent's attention is directed to the fact that all applicable Federal and State laws, City Ordinances, City Regulations apply. The rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they will be deemed to be included in the Contract as though written out in full in the contract.

17.0 "OSHA LOCK OUT TAG OUT STANDARD REQUIREMENTS", HAZARD COMMUNICATION REQUIREMENTS

HAZARDOUS COMMUNICATION: Groton Utilities requires that any vendor or contractor using hazardous materials or any material that would fall under the OSHA "Right to Know" standard provide a list to Groton Utilities of those materials that will be used while on Groton Utilities' property as well as the material safety data sheets for those products. Conversely, Groton Utilities shall inform the Contractor of where the "Employee Right To Know" station is in the area where they are working so that the Contractor's employees can be aware of any substances that they may encounter while working within Groton Utilities' workplace.

LOCK-OUT TAG-OUT STANDARD: Groton Utilities requires that any Contractor that maintains or is hired to work on any Groton Utilities' equipment abide by the OSHA "Lock Out Tag Out" standard. The Contractor must provide his workers with locks, hasps and keys approved by OSHA for the proper locking and tagging out of equipment from its power source according to the OSHA standard. Groton Utilities is not responsible for providing the contractor with the locks and hasps. The contractor is responsible for complying with this standard and assuring that all of his employees comply with it while working on Groton Utilities equipment. Groton Utilities requires that any contractor's equipment brought onto City property by the contractor be properly locked or tagged out from its power source in accordance with the OSHA standard.

18.0 AMBIGUITY

In case of ambiguity or lack of clearness in stating prices in the proposal, Groton Utilities shall have the right to construe such prices in a manner most advantageous to Groton Utilities or to reject the proposal.

GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

The following definitions are used in this specification:

“Contract” means this Transportation and Disposal of Liquid Sewage Sludge/Scum Services Contract between Groton Utilities and the Contractor, which includes the following documents, expressly incorporated herein:

- The Instructions to respondents;
- The General Conditions;
- Technical Specifications;
- The Contractor’s proposal, and all forms and appendices to it;
- The Performance Bond;
- Exhibits to this Specification;
- Any written addenda or written changes to the foregoing documents agreed to by the parties hereto.

“Contract Documents” This Contract, Instructions to Respondents, General Conditions, Technical Specifications, Exhibits, Contractor’s Proposal, Performance Bond and any addenda or changes to the foregoing documents issued by Groton Utilities before proposals are opened.

“Contractor” means the person, corporation, Limited Liability Company, partnership, or other entity performing transportation and disposal of liquid sewage sludge and scum services under a contract with Groton Utilities.

“Hours of operation” are Monday through Friday 0700 to 1400 hours. No pick-up on City Holidays.

“Dry Solids” means solids remaining (volatile and fixed) after liquid sludge is dried at 103-105 degrees Celsius.

“Scum” Floatable solids removed from the primary and secondary clarifiers and sludge thickeners.

“Sludge” The organic and inorganic solids that are settled and removed by primary and secondary clarifiers at a wastewater treatment facility in a liquid/solid mix.

“Sludge Disposal Facility” A facility that either incinerates or stabilizes wastewater sludge/scum in accordance with local, state and federal regulations.

“City” City of Groton, Connecticut.

ARTICLE 2 TERM

The term of this Contract will commence at 12:01 a.m. July 1, 2020 and expire at midnight on June 30, 2023.

ARTICLE 3 INDEMNIFICATION

The Contractor, subcontractor and any of their employees, officers, directors, volunteers, or associates involved in the project, shall indemnify, pay for the cost of defense and save harmless Groton Utilities from any and all loss cost and damages including Attorney’s fees and/or litigation expenses, which may be brought or made against or incurred by Groton Utilities on account of loss of or damage to any property, or for injuries or death of any person or persons caused by, arising out of or contributed to, by reasons of a negligent act, omission, professional error, fault or mistake of the Contractor as a result of the activities of the Contractor while in the performance of this Contract and for any other period as described in the specifications and contract for services.

The Contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable will be held responsible for any type of pollution and/or environmental impairment into or upon the land, the atmosphere or any course or body of water that is above or below ground; and is caused in whole or in part by any of the above stated individuals or group of individuals.

Groton Utilities is not responsible for any loss of, damage to, theft, vandalism, destruction or disappearance of any equipment or belongings, used or owned by the Contractor or that is owned, rented, or leased by any subcontractor, employee, officer, director or associate of the Contractor while in performance of this Contract.

ARTICLE 4 INSURANCE REQUIREMENTS

GENERAL CONDITIONS

1. CONTRACTOR’S INSURANCE REQUIREMENTS

Prior to commencing work, the Contractor shall procure insurance of the types and for the limits specified below, which insurance shall be maintained in full until final completion, acceptance of the work and the expiration of the guarantee period provided for in the Contract Documents. Said insurance shall be procured and maintained to protect the Contractor and thereby the Owner from all claims and liability for damages resulting from bodily injury, death and property damage which may arise from operations under the Contract Documents, whether such

operations be conducted by the Contractor, the Contractor's agents, representatives, employees or subcontractors. All insurance costs pursuant to this section shall be the Contractor's responsibility and shall be included in the Contractor's bid.

Preapproved Policy Forms for particular coverages, where stated, are for the convenience of the Contractor, however, any policy for a coverage with a stated Preapproved Policy Form shall provide equivalent or greater coverage than that obtained under such Preapproved Policy Form.

The following constitute the minimum acceptable insurance as to coverage and limits:

A. Workmen's Compensation and Employer Liability Coverage:

(1) Limits: Worker's Compensation limits and employer's liability limits as follows:

- (a) Bodily Injury: each accident \$1,000,000.00
- (b) Injury by Disease: each employee \$1,000,000.00
- (c) Injury by Disease: policy limit \$1,000,000.00

(2) Preapproved Policy Form: None

(3) Required Endorsements:

(a) Insurer shall agree to waive all rights and subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Owner.

(b) Such policies shall be endorsed to state the coverage, shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except for sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

B. Automobile Liability Coverage:

(1) Minimum Limits: \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

(2) Required endorsements:

(a) The Owner, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. The Insurance Certificate must state "ADDITIONALLY INSURED – CITY OF GROTON".

(b) The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officers,

officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- (c) Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees or volunteers.
- (d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insured's liability.
- (e) Such policy shall be endorsed to state the coverage and shall not be suspended, voided, cancelled by other party, reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

C. Comprehensive General Liability:

General Liability Policies shall cover the following hazards: Premises/Operations; Underground Explosion and Collapse Hazard; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; Personal Injury; and Blasting/Explosion where blasting is contemplated under the Contract Documents.

- (1) Minimum limits: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Required Endorsements:
 - (a) Same as required in Section B.2, above.

D. Acceptability of Insurers:

Insurance is to be placed with insurers with a Bests' rating of no less than B+VII, and which insurers are licensed in Connecticut. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

E. Verification of Coverage:

The Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insured to buy coverage on its behalf. The certificates and endorsements are to be on forms required or approved by the Owner and are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time. The certificates and endorsements for each insurance policy shall be filed in triplicate with the Engineer before operations are begun. Renewal certificates must be furnished by the Contractor's prior to the expiration date of any of the initial policies or coverages.

F. Subcontractors:

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. In no event shall the existence of a deductible reduce the obligation of Contractor to provide indemnity to the Owner on a "first dollar" basis.

H. Insurance to be Provided by Contractor for the Benefit of Owner:

(1) Prior to commencing work, the Contractor shall provide for the benefit of the Owner a policy commonly known as "Owner's Protective Liability Policy" naming the Owner as the sole insured, which policy shall be maintained in full until final completion, acceptance of the Work and expiration of the guarantee period provided for in the Contract Documents. Said policy shall not contain minimum liability limits of less than \$1,000,000.00.

(2) In the event that the Contractor is unable to procure said policy on behalf of the Owner with said minimum limit of liability, the Owner may, in its sole discretion, approve one or more of the following:

(a) The Owner may (but need not) waive the requirement of obtaining said policy if the underlying General Liability Policy required in Paragraph 1.C above sets forth one or both of the following as liability which limits:

(1) A second aggregate limit on all other losses payable by the policy that is twice the multiple of the per occurrence limit; or

(2) A separate aggregate limit for the work set forth in the Contract Documents in the minimum amount of \$2,000,000.00.

(3) The Contractor shall, and is hereby authorized, to maintain and pay for such insurance issued in the name of the Owner as will protect the Owner from its contingent liability under the Contract Documents.

I. During construction, the Contractor shall provide a standard form policy of builder's risk insurance on a full replacement cost basis equal to the completed value of the Project with an all risk endorsement, a course of construction endorsement and a collapse insurance provision; such policy to be in form and substance acceptable to the Owner, who, together with the Contractor, shall be joint loss payees as their interests may appear.

- J. Absent express provisions elsewhere in the Contract Documents to the contrary, each insurance policy required to be provided by the Contractor by this Section 1 shall include the following:
- (a) **Additionally Insured:**
Unless it is the sole insured, The City of Groton must be named as additional insured on the policy.
 - (b) **Proof of Insurance:**
Proof of insurance must be submitted with the Contractor's proposals and acceptable, in form and substance, to Owner, before Owner signs the Agreement.
 - (c) **Cancellation of Insurance:**
The insurance documents shall state that the City of Groton will be notified of any changes or cancellation at least 60 days in advance.
 - (d) **Subrogation:**
Such policies shall provide (i) that the coverages evidenced thereby shall be primary and non-contributing with respect to any policies carried by the Owner and that any coverage carried by the Owner shall be excess insurance and (ii) a waiver by the insurer of any right of subrogation against the Owner, its officers, agents, officials, employees and representatives which may arise by reason of any payment under such policies.

2. LABOR AND EQUIPMENT

Unless otherwise stipulated, the Contractor shall provide and pay for all labor, tools, equipment, light, power, transportation and other facilities not expressly mentioned herein necessary for the execution and completion of the Work.

The Contractor shall always have available for the Work, a crew or crews of sufficient size to complete the job within the allotted time.

The Contractor shall employ only competent employees to do the Work and shall at all times enforce strict discipline and good order among his employees. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provision of the Contract Documents, such person shall be discharged from the Work and shall not again be employed on it, except with the consent of the Engineer.

The Contractor shall also have sufficient equipment to expedite the job and carry it through to a successful completion.

If in the opinion of the Engineer, the Contractor is not employing sufficient labor or equipment to complete the Work described in the Contract Documents within the time specified, said Engineer may, after giving written notice, require said Contractor to employ such additional labor and equipment as may be necessary to enable said Work to progress properly.

3. RESPONSIBILITY FOR WORK

The Contractor is an independent contractor and is not the agent or employee of the Owner and, as such, it assumes full responsibility for materials and equipment used in the construction of the Work and agrees to make no claims against the Owner for damages to such materials and equipment from any cause except the gross negligence or willful act of the Owner. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the Project. He shall make good all Work damaged or destroyed before acceptance by the Engineer.

4. PERMITS

The Contractor shall, at his own expense, take out and maintain all necessary permits from the State, municipal, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incidental to the due and lawful prosecution of the Work.

5. PROTECTION OF EXISTING UTILITIES

The Contractor must notify ***“Call Before You Dig”*** prior to any underground excavation, in order to have the location of all existing underground facilities on and in the vicinity of the Project site marked before Contractor begins any excavation.

The Contractor shall conduct this Work in such a manner as to properly protect other utility facilities such as storm drains, sewers, telephone conduits, power conduits, power or telephone poles, and related structures. These facilities shall be supported, if necessary, wherever they cross or parallel an open trench. The Contractor shall defray the expense of repairing or replacing any of these facilities which he may damage during his operations. All tunneling methods shall be acceptable to the Engineer, and shall be done in such a manner as not to injure any existing structures. Any injury done to existing structures shall be replaced or repaired at the Contractor's expense.

If any facility is damaged by the Contractor, he shall immediately notify the utility involved so that proper inspection and repair can be made. No water main or service repair may be made by the Contractor, it must be made by the applicable Utility Department, under purchase order from the Contractor.

6. PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The Contractor shall provide and maintain all necessary watchpersons, barricades, lights and warning signs and take all necessary precautions for the protection and safety of the public.

The Contractor shall continuously maintain adequate protection of all Work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with the Work. He shall make good any damage, injury or loss to his Work and to the property of the Owner resulting from lack of reasonable protective precautions.

The Contractor shall erect temporary fencing around any open excavation if required by the Engineer or by law or if danger of bodily injury exists.

The Contractor shall adequately protect private and public property, as provided by law and the Contract Documents.

In an emergency affecting the safety of life, the protection of the Work, or the protection of adjoining property, the Contractor is, without special instructions or authorization from the Engineer, hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall also so act, without appeal, if so authorized or instructed by the Engineer.

Any compensation claimed by the Contractor on account of emergency work, to protect the public, the Work, or adjoining property, shall be determined by agreement or by arbitration.

7. TRAFFIC CONTROL

The Contractor shall conduct his operations within the limits as shown on the Contract Documents in such a manner as to ensure the safety of motorists, pedestrians, and his own employees. For control of moderate traffic, the Contractor shall provide an adequate number of police officers to protect and guide traffic through the work area. When working on State Highways, the Department of Transportation, Bureau of Highways "Traffic Control Signing Patterns" must be used as a guide.

8. CLEANING UP

The Contractor at all times shall keep the site of the Work free from rubbish and debris caused by his operations under the Contract Documents. When the Work has been completed, the Contractor shall remove from the site of the Work all of his plant, machinery, tools, construction equipment, temporary Work, and surplus materials so as to leave the work and the site clean and ready for use.

9. GUARANTEE

The Contractor guarantees (i) that the workmanship performed and the materials and equipment used in the construction of the Project, shall be new, of good quality and free from defects or flaws, (ii) that each item of equipment shall be in accordance with the specifications, (iii) that the strength of all parts of all manufactured equipment shall be adequate and (iv) that the performance test requirements of the specifications shall be fulfilled. The Contractor further guarantees that the Work will conform to the requirements of the Contract Documents and will be free from defects or flaws. Such guarantees shall be for a period of one year from and after the date of completion of the Work as stated in the final estimate or for such longer period as may be required by the Contract Documents. The Contractor shall repair or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, during the one (1) year guarantee period.

It is hereby, however, especially agreed and understood that such guarantees shall not include any repairs or replacements made necessary by any cause or causes other than improper, inadequate, or defective work, workmanship, materials, or design by the Contractor or of those employed directly or indirectly by him.

10. TIME FOR COMPLETION

The Contractor will be required to complete the Work within 180 consecutive calendar days after the Start Date (as defined in Section 1.B. of the Agreement) (hereinafter called the "Contract Time"). The Contractor hereby acknowledges that the time for completion of the Project is reasonable and agrees to proceed expeditiously with adequate forces to finish the Work within the Contract Time.

11. BID BOND

Each bid must be accompanied by a Certified Check or a Bid Bond in the amount of 10% of the total amount of the tendered bid and made payable to the order of the City of Groton, Department of Utilities.

All Bid checks or bonds except those of the lower three bidders will be returned within ten (10) days of the opening of bids. Those of the lower three (3) bidders will be retained by the City of Groton, Department of Utilities until one of the lower three (3) bidders signs the Agreement or until all bids are rejected; however, in no case will the bid check or bond be retained for more than forty-five (45) days unless forfeited as hereinafter stipulated. No bidder may withdraw his bid within forty-five (45) days after the actual date of the opening thereof.

12. AWARD

(a) The Contractor to whom the Work is awarded must execute the Agreement and provide both a 100% labor and materials bond and a 100% payment and performance bond from a surety licensed to do business in the State of Connecticut acceptable to the Owner within ten (10) days from the date of notification of said award and in case of failure to do so, the person or firm will be considered to have forfeited the award, and the Certified Check or Bid Bond shall be retained by the City of Groton, Department of Utilities without in any way limiting the rights of the City to recover for any additional damages it may have sustained by such forfeiture. The Owner shall be named as obligee on such bonds in the amount of the Contract Sum (the "Contract Bonds").

13. WAGE RATES

This contract is subject to the Davis-Bacon Act and shall be in accordance with the schedule of minimum wages issued by the Commissioner of Labor for the State of Connecticut, in accordance with Chapter 557 of the General Statutes of Connecticut. Particular attention is directed to the following excerpt from Section 31-53 of the General Statutes of Connecticut:

"The wages paid on an hourly basis to any mechanic, laborer, or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification, on each pay day."

The Contractor agrees that in the performance of the Work under this contract he will comply fully with the provisions of Sec. 31-53 of the General Statutes of Connecticut,

and agrees to keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule for the occupation or work classification at which each mechanic, laborer or workman on the Project is employed during each work day and week, in such manner and form as the Labor Commissioner establishes to assure the proper payments due to employees or employee welfare funds under Sec. 31-53.

The Contractor further agrees that he will post the prevailing wages as determined by the Labor Commissioner in prominent and readily accessible places at the work site or at such place or places as are used to pay his employees their wages, and shall further require all subcontractors similarly to comply with this provision.

The Contractor and subcontractors must comply with the wage rates established by the State of Connecticut as of date of February 28, 2019.

The wage rates included herein are the latest wage rates available to the Owner at the time of printing, however, the Contractor is cautioned that he may not rely upon such information and must comply with the wage rates and benefits legally in effect on the above mentioned date. Any classification not listed must be paid a wage rate acceptable to the State of Connecticut Labor Department.

The Contractor and all subcontractors must comply with the Standard Act Provisions pertaining to Contract Work Hours.

The Contractor and all subcontractors must comply with all State regulations regarding non-discrimination in employment.

14. NON-DISCRIMINATION

There shall be no discrimination against any employee who is employed in the Work covered by the Contract Documents, or against any applicant for such employment, because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees and warrants that in the performance of the Work it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion or national origin in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as they relate to the provisions of this section. (Sec. 4-114a, General Statutes of Connecticut.)

15. LABOR CONDITIONS

In the employment of labor for the Work, preference shall be given to residents of the City of Groton, Connecticut, who are qualified to perform the work to which the employment relates.

In the employment of mechanics, laborers or workmen to perform the Work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states. (Sec. 31-52a, General Statutes of Connecticut.)

16. CONTROL OF THE WORK AND MATERIALS

(a) The Owner

The City of Groton, Department of Utilities, herein acting by and through its Board of Utility Commissioners.

(b) The Engineer

The Engineer shall be designated by the Owner as his representative, either an employee of the City of Groton, or a firm duly appointed by the Owner.

(c) Authority of Engineer

All Work shall be subject to the review of the Engineer. He shall decide all questions as to interpretation of the plans, specifications, and questions of mutual rights between Contractors. He shall decide on an acceptable rate of progress, on the manner of performance, and on the acceptable fulfillment of the Contract Documents. The Engineer shall have the right to determine the points at which the Contractor may begin work and the order in which the Work shall be prosecuted to the best interest of the Owner and within the intent of the terms of the Contract Documents.

(d) Authority and Duties of Inspectors

Inspectors designated by the Owner are authorized to inspect all work done and materials furnished with respect to the Project. Such inspection may extend to all or any part of the Work, and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the Work, the Inspector has the authority to reject material or suspend the Work until the question at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of these Contract Documents, nor approve or accept any portion of the Work, nor to issue instructions contrary to the plans and Contract Documents. The Inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the Work by the latter. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Engineer or the Owner in any way, or releasing the Contractor from the fulfillment of the terms of the Contract Documents.

(e) Superintendence

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer in every possible way.

At all times, the Contractor shall have as his agent on the Work, a competent superintendent capable of reading and thoroughly understanding the drawings

and specifications. The superintendent on the Work shall have full authority to execute the directions of the Engineer without delay and supply promptly such materials, equipment, tools, labor, and incidentals as may be required.

Whenever the Contractor or his designated superintendent is not present on any part of the Work where it may be necessary to give directions, such directions may be given by the Engineer and shall be received and obeyed by the acting superintendent or foreman who may have charge of the particular work involved.

17. SANITARY ACCOMMODATIONS

The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State departments of health and as directed by the Engineer.

18. SAFETY

The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including, but not limited to, his employees and employees of other contractors or subcontractors; members of the public; and employees, agents, and representatives of the Owner; the Engineer, and regulatory agencies that may be on or about the Work. The Contractor shall provide protection of all public and private property including, but not limited to, structures, pipes and utilities, above and below ground.

All of the Contractor's on site employees are required to have a certification that they have completed, at minimum, an OSHA 10-Hour Construction Outreach Training Program course and be prepared to present their card to the on-site inspector upon request.

The Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill his obligations under this section.

The Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property. This shall include but not be limited to compliance with the rules and regulations of the Occupational Safety and Health Administration of the U. S. Department of Labor and the State Division of Industry Safety.

The Contractor shall designate a responsible member of his organization at the Project site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

19. OCCUPYING PRIVATE LAND OTHER THAN EASEMENTS

The Contractor shall not, except after written consent from the property owners involved, enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-

way or property of the Owner. A copy of the written consent shall be given to the Engineer.

20. DISPOSAL OF FILL OR SPOILS ON PRIVATE PROPERTY

Unless the Owner directs the Contractor to dump fill or spoils on private property or approves of said dumping in writing for specific property, the Contractor shall indemnify and hold the Owner harmless from any liability for said dumping and shall assure itself that the owner of said private property has obtained all requisite permits for said dumping.

21. REDUCTION IN SCOPE OF WORK

The Owner reserves the right to decrease the scope of the Work to be done under the Contract Documents and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items of the Bid, either prior to executing the contract or at any time during the progress of the Work. The Owner further reserves the right, at any time during the progress of the Work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the Work omitted.

22. CERTIFIED PAYROLL

The Contractor shall submit copies of his certified weekly payroll to the Engineer for his review.

23. NOT TO SUBLET OR ASSIGN

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the monies payable under the Contract, or his claim thereto, unless by and with the like written consent of the Owner and the Surety of the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

The Contractor shall be responsible for all acts of subcontractors and for all contract work regardless of any subcontracts. All interests of the Owner in the work of subcontractors shall be coordinated through the Contractor.

24. INFORMATION NOT GUARANTEED

All information given on the Drawings or in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated on the drawings or in the Contract Documents.

It is agreed further and understood that no bidder or contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or grounds for any claim or demand against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction of the Work, except as may otherwise be expressly provided for in the Contract Documents.

Omissions from the plans and specifications shall not relieve the Contractor from the responsibility of furnishing, making or installing all items required by law or usually furnished, made or installed in a project of the scope and general character indicated by the plans and specifications.

25. DRUG AND ALCOHOL TESTING PROGRAM

The City of Groton, Department of Utilities, is obligated by law/regulation to assure that all contractors providing services to the City of Groton involving driving commercial vehicles with a gross vehicle weight of more than 26,000 pounds (inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds), or are used in the transportation of hazardous materials in a quantity requiring "placarding" be in compliance with substance abuse testing requirements, and when applicable, alcohol testing requirements.

The Contractor to whom the Work is awarded must complete and submit to the City a Drug and Alcohol Testing Program Compliance Questionnaire prior to award of the contract. All contractors that provide driving services must be able to deliver evidence that their subcontractors are in compliance with this part of this contract. For those contractors/subcontractors who do not have a Drug and Alcohol Testing Program in place, the City will make available to that contractor/subcontractor at an additional cost its Program Administrator to put the contractor/subcontractor in compliance. Award of the contract shall be contingent upon certification of compliance with the state and/or federal laws and regulations regarding drug and/or alcohol testing as determined by the City of Groton or its designee.

26. ARCHEOLOGICAL FINDS

The CONTRACTOR, for the life of this contract, is herewith required to immediately notify the following organization in the event that any articles such as "charcoal," "bone," "shell," or "cultural objects, fire cracked stones or stone flaking material" or any such other related items of historical significance are discovered:

Connecticut Historic Preservation Commission
59 South Prospect Street
Hartford, CT 06106
Tel: 860-566-3116

He shall also notify the Engineer or Inspector designated by the Owner for the Project.

27. OWNER'S RIGHT TO STOP THE WORK OR CARRY OUT THE WORK

- A. If the Contractor fails to carry out Work in accordance with the Contract Documents or fails to correct Work that is not in accordance with the requirements of the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.
- B. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate change order shall be issued deducting from payments then or thereafter due the Contractor for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect or failure, if any. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner at or prior to the date of final completion of the Work.
- C. The rights of the Owner stated in this section shall be in addition to, and not in limitation, restriction or derogation of, any other rights or remedies of the Owner under the Contract Documents or at law or in equity.

28. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Execution of the contract by the Contractor is a representation that the Contractor has visited the Project site, become informed of the local conditions under which the Work is to be performed including the location, condition, accessibility, layout and nature of the Project site; the generally prevailing climactic conditions, the anticipated labor supply and costs; and the availability and costs of materials, tools and equipment and has correlated such personal observations with the requirements of the Contract Documents.

END OF GENERAL CONDITIONS

**ARTICLE 5
WAIVER**

Contractor hereby irrevocably waives all rights or claims against Groton Utilities and their agents, officers, directors, and employees for recovery of damages for all losses of and damages to property or injuries or death to persons resulting from risks insurable under the insurance described above.

**ARTICLE 6
DEFAULT AND TERMINATION**

6.1 Default

Groton Utilities may declare the Contractor in default of this Contract by written notice to the Contractor and its surety for any of the following reasons:

- (a) Failure of the Contractor to commence work operations within the time specified in the Contract.
- (b) Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute the working operations.
- (c) Failure of the Contractor to provide the transportation and disposal services, and all obligations ancillary thereto, pursuant to this Contract.
- (d) The Contractor's insolvency, bankruptcy or inability to pay its debts as they come due, or an assignment by the Contractor for the benefit of its creditors, or appointment of a receiver on account of the Contractor's insolvency, or the admission in writing by the Contractor of any of the above.
- (e) The unauthorized assignment of this Contract or any funds due therefrom.
- (f) Failure to supply complete and accurate information, records or accounts as provided herein.
- (g) A change of the majority interest in ownership on the Contractor.
- (h) Contractor's disregard of laws, rules, regulations, or orders of any public authority having competent jurisdiction.
- (i) The inaccuracy in any material respect of any statement, representation, or warranty made by Contractor in any of the Contract Documents.
- (j) Any act by the Contractor, which breaches or is inconsistent with any statement, warranty, or representation set forth in any of the Contract Documents.
- (k) Failure of the Contractor to observe or perform any term, covenant or obligation imposed upon it by the Contract Documents or the rules and regulations of Groton Utilities.
- (l) An event of default by the Contractor will result in a termination of the Contract by Groton Utilities, and the payment of liquidated damages by the Contractor to Groton Utilities in an amount equal to at least six months of transportation and disposal services as set forth in the Contract.

6.2 Termination

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its subcontractors, Groton Utilities may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Such notices shall contain the reasons for the intention to terminate the Contract. Unless within 2 calendar days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction is made, the Contract shall, upon the expiration of said 2 calendar days, cease and terminate. In the event of any such termination, Groton Utilities shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract. However, if the Surety does not commence performance thereof within 2 calendar days from the date of the mailing to such Surety of notice of termination, Groton Utilities may take over the work and prosecute the same to completion by contract at the expense of the Contractor. The Contractor and its Surety shall be liable to Groton Utilities for any excess cost occasioned Groton Utilities thereby. Groton Utilities may take possession of and utilize in completing the work, such material and equipment as may be on the site necessary to complete the work.

Upon termination of the Contract by Groton Utilities, no further payments shall be due the Contractor.

ARTICLE 7 INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the Contractor and any of its approved subcontractors, employees or agents shall perform all work and service described herein as an independent contractor and not as an officer, agent, servant or employee of Groton Utilities. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same. The Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and approved subcontractors and nothing herein shall be construed as creating a partnership or joint enterprise between Groton Utilities and Contractor.

ARTICLE 8 ARBITRATION

It is agreed between the parties that any claims, disputes, or other matters concerning the terms and conditions of this Contract or arising out of its performance which cannot be resolved between the parties shall be referred to the American Arbitration Association in Hartford, Connecticut for resolution through arbitration in accordance with the rules and regulations thereof. No arbitration shall include by consolidation, joinder or in any other manner, parties other than Groton Utilities and the Contractor without the assent of both parties. The Contractor's right to arbitration shall not affect Groton Utilities' right to terminate this Contract.

**ARTICLE 9
HEALTH AND SANITATION**

The Contractor shall establish and enforce in its operations and among its employees such regulations in regard to cleanliness and transportation of waste as will tend to prevent the inception and spread of infections or contagious diseases and to effectively prevent the creation of a nuisance on any property either public or private.

**ARTICLE 10
LICENSES, PERMITS AND FEES**

The Contractor agrees to obtain and pay for all licenses, permits, certificates, inspections and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. The Contractor shall be liable for, and promptly pay all taxes imposed on it for any activity, premises, equipment, or labor used in connection with executing the work required under this Contract.

**ARTICLE 11
NON-ASSIGNMENT**

The Contractor shall not assign, transfer, sublet, convey, or otherwise dispose of this Contract or the rights, title, or interest in or to the same or any part thereof without the previous written consent of Groton Utilities, which consent Groton Utilities may withhold for any or no reason.

There shall be no subcontracting without the express written consent of Groton Utilities. In the event of an authorized assignment or subcontract, the assignee or subcontractor shall acknowledge in writing its assumption of all appropriate contractual duties hereunder and agree to be bound by the terms hereof.

**ARTICLE 12
SUCCESSORS AND ASSIGNS**

All of the terms, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of permitted successors and assigns of the respective parties hereto.

**ARTICLE 13
NOTICES**

Notices by either party to the other party shall be sufficient if sent by certified mail, postage paid, return receipt requested, or express mail, addressed to the other party at the addresses designated below each party's signature hereunder.

**ARTICLE 14
VENUE AND GOVERNING LAW**

This Contract shall be deemed to have been made in Groton, Connecticut, regardless of the order in which the signatures of the parties shall be affixed hereto.

This Contract shall be governed, construed and interpreted and the rights and liabilities of the parties determined in accordance with the laws of the State of Connecticut, exclusive of its choice of law rules. Should any action, whether real or asserted, at law or in equity, arise out of the terms and conditions of this Contract, venue for said action shall be in New London Judicial District in Connecticut.

**ARTICLE 15
SEVERABILITY**

In case any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of any provision of this Contract or the Contract Documents shall not affect any other provision of this Contract or the Contract Documents, and this Contract and the Contract Documents shall be construed as if such invalid, illegal or unenforceable provisions had not been stated herein.

**ARTICLE 16
AMENDMENTS AND MODIFICATIONS**

All provisions of this Contract, including the Contract Documents, shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of this Contract, or the Contract Documents except as specifically provided for in such amendment.

TECHNICAL SPECIFICATIONS

1. Contractor shall provide the services at its sole cost and expense, including the purchase of all equipment, materials, labor, services, insurance, utilities and similar costs that are required to perform the service requested.
2. Contractor shall be responsible to obtain and maintain all permits and approvals necessary for the performance of the service requested. The Contractor shall be fully responsible, without additional compensation whatsoever, to comply with any and all applicable laws, including, without limitation, local, state, and federal requirements. Such requirements shall include all environmental, OSHA, Department of Transportation regulations and any other provisions, which may apply to the handling, transportation, storage, processing, or disposal of the sludge.
3. Contractor shall operate its facilities and equipment in accordance with the provisions of the Contract and good operating practices, in accordance with all local, state, and federal laws and regulations.
4. The Contractor shall accept at Groton Utilities' 311 Thames Street site, the sludge and scum and transport, process and dispose of all sludge and scum generated by Groton Utilities during the term of the Contract. The Contractor specifically recognizes that the quantity and characteristics of the sludge and scum to be generated by Groton Utilities will vary from time-to-time from that represented in the proposal, and his price shall allow for such variations. All sludge accepted by the Contractor shall become the property of the Contractor upon placement into the Contractor's vehicle (or of any subcontractor).
5. The Contractor shall prepare at its sole expense, necessary permit applications to obtain local and state (and federal, if appropriate) permits and approvals necessary provide the services called for by the contract. Groton Utilities will cooperate and provide information and support as reasonably needed, to obtain such approvals.
6. The Contractor shall dispose of all residue and non-processibles at its expense and in accordance with all applicable law.
7. At any time during the term of operations, the Contractor shall reimburse Groton Utilities for any and all additional costs Groton Utilities incurs for the transportation and disposal of sludge due to the inability or unwillingness of the Contractor to accept and process sludge at any time, as provided for in the Specifications.
8. The estimated sludge quantity is 140 to 160 dry tons per year at 3% to 6% solids in the liquid sludge. The most recent sludge metals analysis and leaching potential (TCLP) are attached as Exhibit III. Also attached is a tabulation of the previous 6-month period percent solids concentration of sludge (Exhibit IV).
9. The estimated scum quantity is up to 4.0% by volume of the liquid sludge.

10. The Contractor shall assist loading and then, haul and properly dispose of the liquid sludge. The average loading time is 25-35 minutes. The Contractor shall provide five- (5) day per week on-call hauling, which will be coordinated with the WPCA. The Contractor shall be responsible for keeping their trucks clean, cleaning spilled sludge off the vehicles and keeping the sludge loading area clean. The hours of operation shall be 7:00 a.m. to 2:00 p.m., Monday through Friday. No pick-up on City Holidays.

11. The Contractor shall comply with all regulatory requirements governing the handling and disposal of municipal wastewater sludge. These include, but are not limited to 40 CFR Part 503 as well as other federal, state, and local requirements.

12. The equipment configuration for pumping sludge at the facility is

- Size and type of discharge pipe: 6-inch quick disconnect hose
- Pump capacity: 200-300 gallons per minute

13. Payments for services rendered to the Contractor shall be based upon Contractor's submission of monthly invoices in such form and detail reasonably required by Groton Utilities. Groton Utilities shall have thirty days after receipt of invoices in approved form to make payment. Payments for liquid sludge shall be based upon such measurement procedures to which Groton Utilities agrees.

**MANDATORY PROPOSAL FORM
FORM 1
GENERAL INFORMATION AND QUALIFICATIONS**

1. Name of Business: _____
 Address: _____
 Telephone: _____ Fax: _____

2. Form of Business (Corporation, partnership, etc.):

3. Provide a complete list of all officers, partners, etc.,

Name	Address	Title	Ownership	Interest
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

4. State Of Incorporation (or Partnership) and Date: _____

5. List all firms participating in this proposal (including engineers, contractors, etc.), and state their roles:

6. Identify and describe any agreements between the parties for this project:

7. Is the respondent licensed to do business in Connecticut, and is the firm in good standing (attach statement form Secretary of State): _____

8. Attach a list of all parties for whom the respondent has performed like or similar services in the past five years, and identify an owner's representative and phone number.

9. Describe the firm's sludge handling, transportation, and disposal experience.
(Attach information regarding experience of the firm and its key personnel.)

10. Average number of tons of sludge (state % solids) handled each day:

**MANDATORY PROPOSAL FORM
FORM 2
STATEMENT OF TECHNICAL APPROACH, DISPOSAL FACILITY,
AND EQUIPMENT**

(Attach additional sheets as necessary)

A. Statement of Technical Approach: The proposal must include a statement on how the Respondent will provide for the transportation and the disposal of the liquid sludge. The respondent must also provide statements of the problems the respondent thinks or believes are likely to arise and the methods proposed to deal with them. This will include at a minimum, such common problems as equipment breakdown, employee absenteeism, quality control, and response to complaints, vandalism, and ensuring good customer relations.

B. Sludge Disposal Facility: Submit a description of the disposal facility, together with identification of its location, current owners, zoning restrictions, known environmental problems, and related data. A process operating description and flow diagram, illustrating how sludge will be received at the facility, introduced into the processing equipment, and treated is required. Identify any and all equipment that will be utilized for these purposes. Include information that describes the following:

- Years in operation.
- History with appropriate regulatory agency (when permitted, status, notices of violations, permit expiration date, etc.)
- Capacity commitment available.
- Other background considerations.
- Equipment utilized.
- Facility history of reliability.
- Approach to backup and redundancy.
- Location
- Owner

Summarize below and attach complete copies of all current licenses, permits and approvals for the facilities at which the respondent intends to process, treat or dispose of sludge and scum from Groton Utilities.

C. Equipment: Provide an itemized list of the respondent's equipment to be used for this service highlighting the following:

- Number and type of hauling vehicles
- Capacity of each vehicle
- Fleet age data and replacement schedule
- Arrangement and schedule for maintenance
- Stand-by vehicles available for use on the Contract
- Final disposal equipment

**MANDATORY PROPOSAL FORM
FORM 3
PROJECT EXPERIENCE MOST REPRESENTATIVE OF AND SIMILAR TO
GROTON UTILITIES**

Project Location: _____

Name of Facility: _____

Type of Facility: _____

Respondents Specific Role: _____

Other Performing Parties: _____

Client Contact Point: _____

Start-Up Date: _____

Current Status: _____

Facility Operating Schedule: _____

Sludge Type & Quantity: _____

Bulking Agents Used (if any): _____

Facility Design Capacity: _____

Actual Facility Capacity: _____

Who Operates: _____

Facility Capital Cost Year: _____

Most recent operating Costs: _____

Product and Market Used: _____

Describe the Facility, and its equipment and technology _____

MANDATORY PROPOSAL FORM
FORM 4
OTHER PROJECT EXPERIENCES (LIST 3)
(Provide One Form Per Experience)

Project Location: _____

Name Of Facility: _____

Type Of Facility: _____

Respondents Specific Role: _____

Other Performing Parties: _____

Client Contact Point: _____

Start-Up Date: _____

Current Status: _____

Facility Operating Schedule: _____

Sludge Type & Quantity: _____

Bulking Agents Used (if any): _____

Facility Design Capacity: _____

Actual Facility Capacity: _____

Who Operates: _____

Facility Capital Cost Year: _____

Most recent operating Costs: _____

Product and Markets Used: _____

Describe the Facility, and its equipment and technology: _____

**MANDATORY FORM
FORM 5
FINANCIAL QUALIFICATIONS**

Below, or on an attached page, the respondent shall state its financial capacity to undertake the services called for, and to meet the business principles requested. Minimum financial qualifications shall include security in an amount equal to the cost of six months of transportation and disposal services for Groton Utilities.

**MANDATORY PROPOSAL FORM
FORM 6
UNIT COST DISPOSAL SERVICES PROPOSAL
FOR GROTON UTILITIES**

The respondent hereby offers to provide sludge & scum transportation and disposal services to Groton Utilities in accordance with the terms provided for in this proposal, as follows:

	Unit price in numbers	Unit price in words
Cost per gallon July 1, 2020 to June 30, 2021:	\$	
Cost per gallon July 1, 2021 to June 30, 2022:	\$	
Cost per gallon July 1, 2022 to June 30, 2023:	\$	

**MANDATORY PROPOSAL FORM
FORM 7
CERTIFICATIONS**

Certification of Independent Price Determination

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says: that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said respondent; that respondent has not directly or indirectly entered into any agreement, expressed or implied, with any respondent or respondents, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or respondents, the parceling or farming out to any respondent or respondents or other persons of any part of the Contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the said sealed proposal or proposals are opened.

Deponent further states that the respondent has not been a party to any collusion among respondents in restraint of freedom of competition by agreement to make a Proposal at a fixed price or to refrain from submitting a proposal; or with any state official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract, or in any discussions between respondents and any Groton Utilities official concerning exchange of money or other things of value for special consideration in the letting of a contract; that the respondent/contractor has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of Groton Utilities any money or other thing of value either directly or indirectly.

Acceptance Period

The respondent agrees that it will allow sixty (60) days from the date of this proposal for acceptance thereof by Groton Utilities.

Equal Employment Opportunity

The undersigned represents and warrants that its employees and applicants for employment and those of any labor organization, sub-contractors, or employment agency in either furnishing or referring employee applicants to the undersigned have not and will not discriminate in employment practices, and that respondent will at all times relevant hereto conform to the prohibitions against employment discrimination stated in the General Statutes of the State of Connecticut and other laws applicable to it.

Groton Utilities does not discriminate against individuals with disabilities as provided in the Americans with Disabilities Act (ADA). Groton Utilities expects that the vendors and/or contractors with which they do business will comply with the Americans with Disabilities Act to the extent required by law. If awarded a contract

with Groton Utilities, the successful Contractor will be required to sign a statement agreeing to comply with the provisions of ADA.

Certification Regarding Delinquent Taxes Or Fees

The respondent certifies that neither it, nor any business entity or corporation fully or partially owned by the respondent, is delinquent on any property tax or fee owed to Groton Utilities.

Representations and Warranties

The Contractor hereby represents and warrants to and for the benefit of Groton Utilities:

- (a) If not a sole proprietorship, the Contractor is duly organized and validly existing under the laws of the State of _____, with full legal right, power and authority to enter into and perform its obligations under this Contract, and is duly qualified to do business and is in good standing in each jurisdiction in which the transaction of its business pursuant to this Contract makes such qualification necessary, including, but not limited to, the State of Connecticut.
- (b) The Contractor has duly authorized the execution and delivery of this Contract and this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.
- (c) Neither the execution or delivery by the Contractor of this Contract, nor the performance by the Contractor of its obligations in connection with the transactions contemplated hereby, or the fulfillment by the Contractor of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any applicable law or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default thereunder.
- (d) No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery of this Contract by the Contractor, except such as have been duly obtained or made.
- (e) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Contractor's knowledge, threatened, against the Contractor or any Contractor Principals wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of the Contract. For purposes of this Section, Contractor Principals shall mean any of

Contractor's partners, joint venturers, members, stockholders holding at least 10% of the outstanding shares of Contractor's stock, or Contractor's present officers or past officers serving within the previous three (3) years.

- (f) Contractor is fully experienced, properly qualified, is properly financed and has all permits, licenses or other approvals necessary to enable it to perform fully its obligations under this Contract.
- (g) Contractor, its officers, agents, employees, contractors and approved subcontractors, shall abide by and comply with all statutes, laws, ordinances, rules and regulations (including, without limitation, those protecting public health and the environment) enacted or adopted or promulgated by federal, state and local governmental authorities, and agencies thereof, and any decision or order of any court or governmental authority, or agency thereof.

Respectfully Submitted:

Firm Name

(SEAL)
(If by a corporation)

By: _____
Signature

Typed Name and Title

Business Address

Telephone

Fax

Email

**MANDATORY PROPOSAL FORM
FORM 8
CONSENT OF SURETY**

To: GROTON UTILITIES

We have reviewed the proposal of _____ of
(Contractor)

(Address)

for the following Project:

PROPOSAL GU-20-Q10 "TRANSPORTATION AND DISPOSAL OF LIQUID SEWAGE SLUDGE AND SCUM"

We understand that proposals will be received until May 13, 2020 at 2:00 p.m. and wish to advise that should this Proposal of CONTRACTOR be accepted and the Contract awarded to CONTRACTOR, it is our present intention to become surety on the Performance Bond required by the Contract.

We are duly authorized and licensed to do business in the State of Connecticut.

Date: _____ By: _____
Name of Surety

Name of Signatory & Title

Signature

(Seal)

**EXHIBIT I
GROTON UTILITIES CONTRACT
TRANSPORTATION AND DISPOSAL
OF LIQUID SEWAGE SLUDGE AND SCUM**

This Contract is entered into this day of 2020, between Groton Utilities, CONNECTICUT, hereinafter called GU, and of , , hereinafter called the CONTRACTOR, whereby the CONTRACTOR agrees to complete the work on the project entitled "TRANSPORTATION AND DISPOSAL OF LIQUID SEWAGE SLUDGE AND SCUM" in accordance with the Contract Documents which consist of the Instructions to Respondents, the Proposal, General Conditions, and Technical Specifications, and which are hereby made part of this Contract. The CONTRACTOR agrees to carry on the work with diligence and dispatch, and to furnish such equipment and labor as is consistent with good practice.

Groton Utilities agrees to pay the CONTRACTOR as specified in Paragraph 13 of the Technical Specifications.

This Contract shall commence on July 1, 2020, and run through June 30, 2021, in accordance with the terms included in the General Conditions.

Signed at Groton, Connecticut this day of , 2020

FOR CONTRACTOR

FOR GROTON UTILITIES

Company Name

Ronald A. Gaudet
Director of Utilities

Address for giving notice:

Address for giving notice:

295 Meridian Street
Groton, CT 06340

**EXHIBIT II
FORM OF PERFORMANCE BOND**

PERFORMANCE BOND

Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we

_____ (Name of Contractor)
a _____ hereinafter called "Principal"
(corporation, partnership, individual)
and _____ of _____, State
of _____ (Surety)
hereinafter called the "Surety", are held and firmly bound unto _____ (Owner)
of _____, hereinafter called "Owner", in the penal
(City and State)
sum of _____

_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the project entitled:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for such value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2020.

ATTEST:

Principal

(Principal) Secretary

By _____

(SEAL)

(Address - Zip Code)

Witness as to Principal

(Address - Zip Code)

ATTEST:

Surety

(Surety) Secretary

By _____

Attorney-in-Fact

(SEAL)

(Address - Zip Code)

Witness as to Surety

(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

EXHIBIT III
SLUDGE METALS ANALYSIS AND LEACHING POTENTIAL (TCLP)



Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823

Analysis Report
January 29, 2020

FOR: Attn: Mr. Jim Bowdy
City of Groton WPCA
311 Thames Street
Groton, CT 06340

Sample Information

Matrix: SLUDGE
Location Code: CITYGRTN
Rush Request: Standard
P.O.#:

Custody Information

Collected by:
Received by: LB
Analyzed by: see "By" below

Date

01/21/20
01/21/20

Time

9:24
15:05

Laboratory Data

SDG ID: GCF16714
Phoenix ID: CF16714

Project ID: ANNUAL SLUDGE TESTING
Client ID:

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Aluminum	4600	95	mg/Kg	10	01/23/20	TH	SW6010D
Arsenic	5.2	1.3	mg/Kg	1	01/23/20	TH	SW6010D
Beryllium	< 0.51	0.51	mg/Kg	1	01/23/20	TH	SW6010D
Cadmium	4.21	0.64	mg/Kg	1	01/23/20	TH	SW6010D
Chromium	27.2	0.64	mg/Kg	1	01/23/20	TH	SW6010D
Copper	1470	13	mg/kg	10	01/23/20	TH	SW6010D
Mercury	0.81	0.20	mg/Kg	2	01/23/20	RS	SW7471B
Nickel	34.4	0.64	mg/Kg	1	01/23/20	TH	SW6010D
Lead	81.9	0.64	mg/Kg	1	01/23/20	TH	SW6010D
Sulfur	15800	640	mg/Kg	100	01/23/20	TH	SW6010D
TCLP Silver	< 0.10	0.10	mg/L	1	01/23/20	CPP	SW846 1311/6010
TCLP Arsenic	< 0.10	0.10	mg/L	1	01/23/20	CPP	SW846 1311/6000/
TCLP Barium	0.23	0.10	mg/L	1	01/23/20	CPP	SW846 1311/6010
TCLP Cadmium	< 0.050	0.050	mg/L	1	01/23/20	CPP	SW846 1311/6010
TCLP Chromium	< 0.10	0.10	mg/L	1	01/23/20	CPP	SW846 1311/6010
TCLP Mercury	< 0.0002	0.0002	mg/L	1	01/22/20	RS	SW846 1311/6000/
TCLP Lead	< 0.10	0.10	mg/L	1	01/23/20	CPP	SW846 1311/6010
TCLP Selenium	< 0.10	0.10	mg/L	1	01/23/20	CPP	SW846 1311/6010D
TCLP Metals Digestion	Completed				01/22/20	LS/LS	SW3010A
Zinc	1700	13	mg/Kg	10	01/23/20	TH	SW6010D
Percent Solid	3.83	1	%		01/21/20		SW846-%Solid
Total Solids @ 104C	3.83	0.1	%	1	01/21/20	API/ARG	SM2540B-11
Flash Point	>200	200	Degree F	1	01/23/20	BJA	1010/CH7/ASTMD92
Fixed Solids @ 500C	21.3	0.1	%	1	01/21/20	API/ARG	SM2540E MOD-11
Ignitability	Passed	140	degree F	1	01/23/20	BJA	SW846-Ignit
Ammonia as Nitrogen	34900	1340	mg/Kg	1	01/28/20	KDB	E350.1
Nitrite as N	< 2.61	2.61	mg/kg	10	01/21/20	BS/GD	SW9056A
Nitrate as N	< 13.1	13.1	mg/kg	10	01/21/20	BS/GD	SW9056A

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Client ID:

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Organic Nitrogen	53200	537	mg/Kg	1	01/28/20	KDB	E350.1/E350.2
pH - Sludge	7.56	1.00	pH Units	1	01/21/20 20:27	AP	SW8045
Reactivity Cyanide	< 52	52	mg/Kg	1	01/23/20	KT/GD	SW846 7.3.3.1/90
Reactivity Sulfide	< 20	20	mg/Kg	1	01/23/20	KT/GD	SW846 CH7
Reactivity	Negative		Pos/Neg	1	01/23/20	KT/GD	SW846-React
Total Nitrogen	88100	0.05	mg/Kg	1	01/28/20	KDB	SM4500NH3/E300.0-97
Phosphorus, Total	12600	330	mg/Kg	25	01/24/20	JR	SM4500PE-11
Volatile Solids @ 500C	78.7	0.1	%	1	01/21/20	AP/ARG	SM2540E MOD-11
Mercury Digestion	Completed				01/23/20	LS/LS	SW7471B
Sludge Ext. for PCB	Completed				01/22/20	P/E	SW3550C
TCLP Digestion Mercury	Completed				01/22/20	LS/LS	SW7470A
TCLP Herbicides Extraction	Completed				01/23/20	JS/D	SW8150 MOD
TCLP Extraction for Metals	Completed				01/21/20	LS	SW1311
TCLP Extraction for Organics	Completed				01/21/20	LS	SW1311
TCLP Pesticides Extraction	Completed				01/22/20	AT/AT	SW3510C
TCLP Semi-Volatile Extraction	Completed				01/23/20	C	SW3510C
TCLP Extraction Volatiles	Completed				01/22/20	JS	SW1311
Total Metals Digest	Completed				01/21/20	JJ/AG/BF	SW3050B

Polychlorinated Biphenyls

PCB-1016	ND	1300	ug/Kg	1	01/23/20	SC	SW8082A
PCB-1221	ND	1300	ug/Kg	1	01/23/20	SC	SW8082A
PCB-1232	ND	1300	ug/Kg	1	01/23/20	SC	SW8082A
PCB-1242	ND	1300	ug/Kg	1	01/23/20	SC	SW8082A
PCB-1248	ND	1300	ug/Kg	1	01/23/20	SC	SW8082A
PCB-1254	ND	1300	ug/Kg	1	01/23/20	SC	SW8082A
PCB-1260	ND	1300	ug/Kg	1	01/23/20	SC	SW8082A
PCB-1262	ND	1300	ug/Kg	1	01/23/20	SC	SW8082A
PCB-1268	ND	1300	ug/Kg	1	01/23/20	SC	SW8082A

QA/QC Surrogates

% DCBP	100		%	1	01/23/20	SC	30 - 150 %
% DCBP (Confirmation)	88		%	1	01/23/20	SC	30 - 150 %
% TCMX	76		%	1	01/23/20	SC	30 - 150 %
% TCMX (Confirmation)	82		%	1	01/23/20	SC	30 - 150 %

TCLP Herbicides

2,4,5-TP (Silvex)	ND	50	ug/L	10	01/24/20	JRB	SW846 1311/8151
2,4-D	ND	100	ug/L	10	01/24/20	JRB	SW846 1311/8151

QA/QC Surrogates

% DCAA	75		%	10	01/24/20	JRB	30 - 150 %
% DCAA (Confirmation)	79		%	10	01/24/20	JRB	30 - 150 %

TCLP Pesticides

4,4' -DDD	ND	1.0	ug/L	10	01/23/20	CG	SW8081B
4,4' -DDE	ND	1.0	ug/L	10	01/23/20	CG	SW8081B
4,4' -DDT	ND	1.0	ug/L	10	01/23/20	CG	SW8081B
a-BHC	ND	0.50	ug/L	10	01/23/20	CG	SW8081B
Alachlor	ND	0.50	ug/L	10	01/23/20	CG	SW8081B
Aldrin	ND	0.50	ug/L	10	01/23/20	CG	SW8081B
b-BHC	ND	0.50	ug/L	10	01/23/20	CG	SW8081B

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Project ID: ANNUAL SLUDGE TESTING
Client ID:

Phoenix I.D.: CF16714

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Chlordane	ND	5.0	ug/L	10	01/23/20	CG	SW8081B
d-BHC	ND	0.50	ug/L	10	01/23/20	CG	SW8081B
Dieldrin	ND	1.0	ug/L	10	01/23/20	CG	SW8081B
Endosulfan I	ND	0.50	ug/L	10	01/23/20	CG	SW8081B
Endosulfan II	ND	1.0	ug/L	10	01/23/20	CG	SW8081B
Endosulfan Sulfate	ND	1.0	ug/L	10	01/23/20	CG	SW8081B
Endrin	ND	1.0	ug/L	10	01/23/20	CG	SW8081B
Endrin Aldehyde	ND	1.0	ug/L	10	01/23/20	CG	SW8081B
g-BHC (Lindane)	ND	0.50	ug/L	10	01/23/20	CG	SW8081B
Heptachlor	ND	0.50	ug/L	10	01/23/20	CG	SW8081B
Heptachlor epoxide	ND	0.50	ug/L	10	01/23/20	CG	SW8081B
Methoxychlor	ND	0.50	ug/L	10	01/23/20	CG	SW8081B
Toxaphene	ND	20	ug/L	10	01/23/20	CG	SW8081B
<u>QA/QC Surrogates</u>							
%DCBP (Surrogate Rec)	85		%	10	01/23/20	CG	30 - 150 %
%DCBP (Surrogate Rec) (Confirmation)	87		%	10	01/23/20	CG	30 - 150 %
%TCMX (Surrogate Rec)	94		%	10	01/23/20	CG	30 - 150 %
%TCMX (Surrogate Rec) (Confirmation)	98		%	10	01/23/20	CG	30 - 150 %
<u>TCLP Volatiles</u>							
1,1-Dichloroethene	ND	50	ug/L	10	01/24/20	HM	SW846 1311/8260
1,2-Dichloroethane	ND	50	ug/L	10	01/24/20	HM	SW846 1311/8260
Benzene	ND	50	ug/L	10	01/24/20	HM	SW846 1311/8260
Carbon tetrachloride	ND	50	ug/L	10	01/24/20	HM	SW846 1311/8260
Chlorobenzene	ND	50	ug/L	10	01/24/20	HM	SW846 1311/8260
Chloroform	ND	50	ug/L	10	01/24/20	HM	SW846 1311/8260
Methyl ethyl ketone	ND	50	ug/L	10	01/24/20	HM	SW846 1311/8260
Tetrachloroethene	ND	50	ug/L	10	01/24/20	HM	SW846 1311/8260
Trichloroethene	ND	50	ug/L	10	01/24/20	HM	SW846 1311/8260
Vinyl chloride	ND	50	ug/L	10	01/24/20	HM	SW846 1311/8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4 (10x)	96		%	10	01/24/20	HM	70 - 130 %
% Bromofluorobenzene (10x)	100		%	10	01/24/20	HM	70 - 130 %
% Dibromofluoromethane (10x)	98		%	10	01/24/20	HM	70 - 130 %
% Toluene-d8 (10x)	105		%	10	01/24/20	HM	70 - 130 %
<u>TCLP Acid/Base-Neutral</u>							
1,4-Dichlorobenzene	ND	83	ug/L	1	01/24/20	WB	SW-846 1311/8270
2,4,5-Trichlorophenol	ND	83	ug/L	1	01/24/20	WB	SW-846 1311/8270
2,4,6-Trichlorophenol	ND	83	ug/L	1	01/24/20	WB	SW-846 1311/8270
2,4-Dinitrotoluene	ND	83	ug/L	1	01/24/20	WB	SW-846 1311/8270
2-Methylphenol (o-cresol)	ND	83	ug/L	1	01/24/20	WB	SW-846 1311/8270
3&4-Methylphenol (m&p-Cresol)	ND	83	ug/L	1	01/24/20	WB	SW-846 1311/8270
Hexachlorobenzene	ND	83	ug/L	1	01/24/20	WB	SW-846 1311/8270
Hexachlorobutadiene	ND	83	ug/L	1	01/24/20	WB	SW-846 1311/8270
Hexachloroethane	ND	83	ug/L	1	01/24/20	WB	SW-846 1311/8270
Nitrobenzene	ND	83	ug/L	1	01/24/20	WB	SW-846 1311/8270
Pentachlorophenol	ND	83	ug/L	1	01/24/20	WB	SW-846 1311/8270
Pyridine	ND	83	ug/L	1	01/24/20	WB	SW-846 1311/8270
<u>QA/QC Surrogates</u>							

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Project ID: ANNUAL SLUDGE TESTING
Client ID:

Phoenix I.D.: CF16714

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
% 2,4,6-Tribromophenol	99		%	1	01/24/20	WB	15 - 110 %
% 2-Fluorobiphenyl	80		%	1	01/24/20	WB	30 - 130 %
% 2-Fluorophenol	66		%	1	01/24/20	WB	15 - 110 %
% Nitrobenzene-d5	83		%	1	01/24/20	WB	30 - 130 %
% Phenol-d5	66		%	1	01/24/20	WB	15 - 110 %
% Terphenyl-d14	105		%	1	01/24/20	WB	30 - 130 %

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level
QA/QC Surrogates: Surrogates are compounds (preceeded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

Comments:

The regulatory hold time for pH is immediately. This pH was performed in the laboratory and may be considered outside of hold-time.

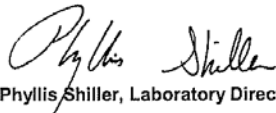
Ignitability is based solely on the results of the closed cup flashpoint analysis performed above. Passed is >140 degree F.

The reactivity, reported above, is based only on the EPA Interim Guidance for Reactive Cyanide. This method is no longer listed in the current version of SW-846.

The reactivity, reported above, is based only on the EPA Interim Guidance for Reactive Sulfide. This method is no longer listed in the current version of SW-846.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If you are the client above and have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext.200. The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.



Phyllis Shiller, Laboratory Director

January 29, 2020

Reviewed and Released by: Helen Geoghegan, Project Manager

EXHIBIT IV

**SIX-MONTH PERCENT SOLIDS CONCENTRATION
OF SLUDGE**

Month	Percent Solids to Truck
October 2019	3.70%
November 2019	3.50%
December 2019	3.40%
January 2020	3.40%
February 2020	3.70%
March 2020	3.80%