TOWN OF WAREHAM, MASSACHUSETTS

Water Pollution Control Facility

Contract Documents for Long-Term
Disposal of Liquid Sludge from Wareham
Water Pollution Control Facility

January 2015

Town Administrator Derek D. Sullivan

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TOWN OF WAREHAM

INVITATION TO BID

Sealed Bids for a one (1) year contract for the Disposal of Liquid Sludge from the Wareham Water Pollution Control Facility will be received at the Office of the Wareham Water Pollution Control Facility, 6 Tony's Lane, Wareham, MA 02571until **December 30, 2014 at 11:00 AM** at that time and place, bids will be publicly opened and read aloud.

The work to be performed under this contract includes removal of the entire output of liquid sludge from the plant and transporting it to an authorized off-site location for disposal.

Specifications may be obtained from the Office of Wareham Water Pollution Control Facility at the above address on or after 9:00 AM, Tuesday, December 16, 2014 or the Town of Wareham's website.

A bid bond, certified check, or treasurer's check issued by a responsible bank or trust company, payable to the town, in an amount equal to 5 percent of the bid must be submitted with the bid.

The successful bidder will be required to furnish a 100 percent Payment Bond and 100 percent Performance Bond.

The Town of Wareham reserves the right to waive any informality, to accept or reject, in whole or in part any and all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Wareham is an Equal Opportunity Employer. Bids from Women and Minority Business Enterprises are strongly encouraged.

Derek D. Sullivan Town Administrator

Information for Bidders

Article 1- Location of the Work

The work for this Contract is located at the Town's Water Pollution Control Facility (WPCF) located at 6 Tony's Lane (off Sandwich Road - Route 6), Wareham, Massachusetts.

Article 2 - General Description of the Work

Wastewater treatment residuals consisting of liquid sludge generated by the WPCF shall be removed and disposed of at a suitable facility.

Under this Contract, the Successful Bidder (CONTRACTOR) shall furnish sufficient transport equipment to load and transport the entire output of liquid sludge (approximately 3,200,000 gallons per year, at an average of 4.9 percent total solids, based on FY2014 totals) to an offsite location for disposal. In FY2014, the Town transferred liquid sludge to the CONTRACTOR an average of 20 days per month, disposing of an average amount of 13,500 gallons per delivery day (one 13,500 gallon shipments). Sludge receipt and disposal typically occurs on weekdays five days per week with the actual disposal schedule to be determined by the TOWN. If it is deemed necessary by the TOWN for liquid sludge removal to occur on a sixth day of the week, the CONTRACTOR shall execute this work at no extra cost to the TOWN above the prices in the Bid Form.

The CONTRACTOR will be the transporter of the residuals from the WPCF and will be required to supply transport equipment on a timely basis. The CONTRACTOR shall also be responsible for disposing of the residuals.

The Bidder shall identify both a Primary and Backup Disposal Site(s) for the liquid sludge. The TOWN reserves the right to verify the CONTRACTOR's actual use of a particular Disposal Site.

The Town of Wareham stipulates that the following trucking route is the only route that can be used in transporting empty sludge tanker trucks into the TOWN and for transporting full sludge tanker trucks out of the TOWN.

The route is:

• North or South on Route 495/25 and exit on to the Wareham bypass road to Sandwich Road (Route 6-West), 0.2 miles to Tony's Lane and the Water Pollution Control Facility.

The secondary Water Pollution Control Facility was upgraded in 2005. Wastewater treatment is accomplished through a biological and chemical nutrient removal process that utilizes the Modified Ludzak Ettinger (MLE) process, attached growth, methanol addition filters and chemical precipitation followed by ultraviolet disinfection. Liquid waste activated sludge (WAS) is dewatered via a solids processing facility that includes a [2.0] – meter gravity belt thickener. In the present mode of operation, WAS is pumped to the sludge holding tanks, decanted, and pumped to trucks for liquid disposal at an off-site facility. The WPCF accepts domestic sewage from Wareham and Bourne and septage from surrounding towns. The WPCF has a winter average daily flow of [0.9] mgd and a summer flow of [1.02] mgd.

Article 3 - Organization of Contract Documents

The contract documents consist of the following major parts: Invitation to Bid, Information for Bidders, Bid Form, Contract, Detailed Specifications, Bid Bond and Consent of Surety, Identification of Primary Disposal Facility, Identification of Backup Disposal Facility, Sludge Quality Testing Results, and the Existing Sludge Loading Bay Figure.

The successful Bidder, if and when awarded the Contract, shall sign a Contract embodying among other things the Invitation to Bid, Information for Bidders, Bid Form, Detailed Specifications, Performance Bond, Payment Bond, Certificate of Insurance, Identification of Primary Disposal Facility, Identification of Backup Disposal Facility, Sludge Quality Testing Results, and the Existing Sludge Loading Bay Figure.

Article 4 - Special Items of Interest to Bidders

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

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

Each Bid must be accompanied by a Bid Bond, the coverage of which is specified by the TOWN.

Each Bidder should be aware of the insurance requirements for this contract.

Estimates and Payments: Partial payment will be made, but not more often than once a month, which will include payment for the work performed during the previous month.

Each Bid must be accompanied by the information specified by the TOWN in the Qualifications of Bidders (Article 11).

Article 5 - Notice to Begin Work

The CONTRACTOR shall start work no later than January 1, 2015 unless otherwise agreed.

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

Article 6 - Damages

The WPCF operates under a National Pollution Discharge Elimination System (NPDES) Permit. Bypassing. spilling, or discharging of sludge or raw sewage into the waters of the United States is a violation of the Permit terms and conditions and could result in considerable fines and other penalties being levied against the TOWN.

If an emergency situation occurs as a result of a failure on the part of the CONTRACTOR to supply sufficient transport equipment capacity to the plant in a timely manner for the loading of material, or if the CONTRACTOR fails to perform under the requirements of this contract causing the TOWN to violate its NPDES permit or causes a spill or results in damage to treatment plant facilities or equipment, then the CONTRACTOR will be held accountable and will forfeit out of monies due, a sum equal to 100 percent of any cost or expense incurred in connection with alleviating such emergency condition, including without limitation, any fine or penalty which may be imposed by an appropriate governmental authority including. but not limited to, the U.S. Environmental Protection Agency or the Massachusetts Department of Environmental Protection.

OWNER and CONTRACTOR recognize the essence of using the specified truck route. Accordingly, OWNER and CONTRACTOR agree that as liquidated damages for not using the specified truck route (but not as a penalty) CONTRACTOR shall pay OWNER \$500 per day for each occurrence.

Article 7 - Contractor's Responsibility

The CONTRACTOR shall be responsible for the security of his/her equipment when moved onto the WPCF site.

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

Article 8 - Forms to be Completed

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

- Bid Form
- Bid Bond and Consent of Surety
- Identification of Primary Disposal Facility
- Identification of Backup Disposal Facility
- Certificate of Non-Collusion
- Certification to Payment of Taxes by Contractor

Article 9 - Liquid Sludge Quantities and Characteristics

Based on the total WPCF liquid sludge disposed of in fiscal year 2014, the average volume of liquid sludge generated at the WPCF is estimated to be 67,500 gallons per week. However, due to variabilities in treatment parameters, seasonal variations, influent flows, and the sludge disposal schedule, the volume of liquid sludge to be disposed of will vary between a low of 9,000 gallons to a maximum of 45,000 gallons per day.

The quantity of liquid sludge hauled from the WPCF in fiscal year 2014 and the average percent solids for each month is included in Table 1. Table 1 is included for information purposes only and the OWNER shall determine the actual schedule and daily volume of shipments for future years. In FY2014, the TOWN transferred liquid sludge to the CONTRACTOR an average of 20 days per month disposing of an average amount of 13,500 gallons per delivery day (one 13,500 gallon shipments). The actual volume of liquid sludge can vary widely depending on the season and other factors. The liquid sludge analytical-data including Toxicity Characteristic Leaching Procedure (TCLP) data are shown in Attachment 1. The TOWN makes no representations or guarantees as to the actual amounts or characteristics of the sludge.

Table 1
Wareham Water Pollution Control Facility
Liquid Sludge Disposal
Fiscal Year 2014**

^{**}Please be reminded that although the estimate is expressed for a fiscal year, the contract is for a calendar year.

	MONTHLY DISPOSAL		TRUCKS PER MONTH
Month	Volume (gals)	Metric Ton	
January 2014	189,000	26.41	21
February 2014	193,500	26.41	22
March 2014	207,000	31.07	23
April 2014	289,750	40.43	32
May 2014	258,875	36.92	29
June 2014	213,750	21.07	24
July 2014	256,751	39.28	29
August 2014	237,517	39.06	26
September 2014	235,850	39.06	26
October 2014	213,400	36-94	24
November 2014	190,300	33.45	21
December 2014	195,500	33.91	22
Total	2,445,343		299

Article 10 - Minimum Wage Rates

There are no prevailing minimum wage rates that apply to this contract.

Article 11 - Qualifications of Bidders

The Bidder shall submit with the Bid, the following information that shall be for the guidance of the TOWN in determining if the Bidder is a responsible Bidder.

- If the Bidder is a corporation, a statement of the names of its officers and directors, a certified copy of its certificate of incorporation, and proof of its authority to do business in the Commonwealth of Massachusetts. If a partnership, a statement of the names of its members indicating which are general and which are special partners. A statement listing all parent or related companies, if the company performing the work is a subsidiary.
- 2. Corporate descriptive materials and histories for the Bidders and any contracts, subcontracts, or partnerships in joint ventures related to the type of work called for in these specifications.
- 3. Financial statements for the past three fiscal years (IO-K forms, if available) to include, at a minimum, balance sheet, statement of operation and changes in financial position and notes thereto. Most recent interim financial statement (10Q forms, if available) shall be submitted as well. This information should be submitted for all entities that are proposing to participate in the project, in any form, including joint ventures, partnerships, etc., and any controlling entity and proposed subcontractors.
- 4. An organization chart for the project naming the key personnel, their technical experience, and showing the chain of command and the responsibilities and corporate affiliation of each key individual.
- 5. Listing of contracts that the Bidder is performing or has performed during the last five (5) years similar to the work called for in these specifications. Include at least three (3) customer references with following information:
 - a. Company name, address, contact person, and responsibility.
 - b. Nature and amount of waste managed and method of disposal.
 - c. Period of time CONTRACTOR performed service.
 - d. Total dollar amount of service invoiced.
- 6. Dun and Bradstreet number or other financial rating classification.
- 7. Copies of approved permits from all applicable Town, County, State, special district, and federal jurisdictions for transporting and processing or disposing of sludge of indicated quality and estimated quantity. The Bidder shall attach an

inventory of all permits/licenses necessary to execute the Contract including type, number, location, issuance, date, expiration date, copies of all these permits, all reports filed with regulatory agencies within the previous 12 months as a condition of these permits, and a sworn statement attesting to the fact that the permits/licenses so inventoried: (a) are all that are currently necessary to perform the required Disposal of Residuals from the WPCF, (b) consistent with the issuer's duration provisions, offer the specified days authorization of required service capabilities, (c) are currently in good standing, and (d) to the maximum extent permissible by law and regulation, can be exercised on the TOWN's behalf in executing the services without further conditions, qualifications, regulatory agency authorization, or other intervention.

- 8. The Bidder shall attach to the bid the following data relating to the transport capability which the Bidder proposes to use:
 - a. Name (if a proposed subcontractor will be used for transport capability).
 - b. Office address and telephone number (if a proposed subcontractor will be used for transport capability.)
 - c. Ownership: names, address, telephone numbers of entity and principals (if a proposed subcontractor will be used for transport capability).
 - d. Description of proposed method of transport of TOWN's sewage liquid sludge including complete inventory of equipment (number, type, and capacity) sufficient to demonstrate the adequacy of installed equipment.
- 9. The Bidder shall attach to the bid the following data relating to each of the Primary and Backup Disposal Site(s) which the Bidder proposes to use:
 - a. Name
 - b. Disposal facility site location, address, and telephone number.
 - c. Office address and telephone number.
 - d. Ownership: names, address, telephone numbers of entity and principals.
 - e. Description of proposed method of disposing of the TOWN's liquid sludge from the WPCF including schematic, complete inventory of process(es), and equipment (number, type, and capacity) sufficient to demonstrate the reliability and efficiency of installed technologies and equipment.
 - f. The Bidder shall supply a sworn Certification which shall specify at a minimum: (1) daily maximum processing capacity for liquid sewage sludge, (2) current daily quantity of liquid sewage sludge processed, (3) remaining capacity, and (4) the facility is in environmental compliance with all applicable laws and regulations.

10. Submit a plan describing how the Bidder intends to guarantee the removal, transportation, and disposal of the liquid sewage sludge. The plan shall also address any arrangements made to use any storage or local staging area and how the Bidder intends to promptly accommodate variability in quantities. The Bidder must state its abilities in this regard and its means for having all removal, transport, and disposal available on a standby basis for such variability.

Article 12 - Disposal Definition

For the purposes of this contract, "Disposal" is defined as the environmentally sound use of sewage sludge or sewage sludge product in accordance with all applicable laws, rules, and regulations governing such use at the site where such product is used. Disposal of dewatered liquid sludge could be, but is not limited to land filling, land application or composting, or other beneficial reuses, incineration or other EP A approved methods, technologies or treatment options.

Article 13 - Interpretations

All questions about the meaning or intent of the Bid Documents shall be submitted in writing and received by fax (508-291-0155) at Wareham Water Pollution Control Facility; Attention: Mr. Guy S. Campinha, Sr., Director, at least 7 days before the date herein set for the opening of the Bids.

Written clarification or interpretation will be issued by Addenda. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect.

Addenda will be sent via mail, fax, e-mail to all parties recorded as having received the Contract Documents. Addenda will also be located on the Town of Wareham's website.

Article 14 - Bid Bond

Each Bid must be accompanied by Bid Bond, or a Certified Check on, or a Treasurer's or Cashier's Check issued by, a responsible Bank or Trust Company, payable to the Town of Wareham. The Bid Bond shall be of an amount equal to 5 percent of the contract price. The contract price used to determine the Bid Bond amount shall be based on 445 sludge hauling loads times the CONTRACTOR's Liquid Sludge Hauling Cost per Load plus 450 dry tons times the CONTRACTOR's Liquid Sludge Disposal Cost per Dry Ton. The Bid Bond shall be sealed in a separate envelope from the Bid and attached to the envelope containing the Bid. All Bid Bonds except those of the three lowest responsible and eligible Bidders will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after opening of the Bids. All Bid Bonds will be returned on the execution of the Agreement or if no award is made, within 30 days, excluding Saturdays, Sundays, and legal holidays after the actual date of opening of the Bids, unless forfeited under the conditions herein stipulated.

In case a party to whom a Contract is awarded shall fail or neglect to execute the Agreement and furnish the satisfactory bonds and Certificate of Insurance within 10 days of notification of award, TOWN may determine that the Bidder has abandoned the Contract, and thereupon the Bid Forms and acceptance shall be null and void, and the Bid Bond accompanying the Bid Form shall be forfeited to TOWN as liquidated damages for such failure or neglect and to indemnify said TOWN for any loss which may be sustained by failure of the Bidder to execute the Agreement and furnish the bonds as aforesaid, provided that the amount forfeited to TOWN shall not exceed the difference between the Bid Price of said Bidder and that of the next lowest responsible and eligible Bidder and provided further that, in case of death, disability, or other unforeseen circumstances affecting the Bidder, such Bid Bond may be returned to the Bidder. After execution of the Agreement and acceptance of the bonds by TOWN, the Bid Bond accompanying the Bid Form of the Successful Bidder will be returned.

Article 15 - Bid Form

Each Bid shall be submitted on the Bid Form appended to the Bid Document. The Bid Form shall be removed and submitted separately. All blank spaces for Bid Prices must be filled in with the appropriate sum for which the Bid is made for a given year.

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

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

Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.

All names shall be typed or printed below the signature.

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

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

Article 16 - Receipt of Bids

Sealed Bids for the work of this Contract will be received at the time and place indicated in the Invitation to Bid.

TOWN may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his/her Bid is in the possession of the responsible official or his/her designated alternate prior to the stated time and at the place of the Bid Opening. TOWN is not responsible for Bids delayed by mail and/ or delivery services, or any other method.

Article 17 - Modification and Withdrawal of Bids

Bids may be modified only by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of Bids. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw his/her Bid for a period of 60 days, excluding Saturday, Sundays, and legal Holidays, after the actual date of the opening of the Bids.

Article 18 - Award of Contract

The Contract will be awarded to the lowest responsible and eligible Bidder (Successful Bidder) as described below.

Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability, and integrity necessary to the faithful performance of the work.

TOWN reserves the right to reject any and all Bids, to waive any and all informalities if it is in the TOWN's best interest to do so, and the right to disregard all nonconforming, non-responsive, or conditional Bids.

TOWN also reserves the right to reject the Bid of any Bidder that TOWN considers being unqualified relative to Article 11 above.

If the Contract is to be awarded, TOWN will give the Successful Bidder a Notice of Award within 60 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids. All Bids shall remain open for 30 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids but TOWN may, in its sole discretion, release any Bid and return the Bid Bond prior to that date.

AGREEMENT

The following provisions shall constitute an Agreement between the Town of Wareham, Massachusetts,
acting by and through its Board of Selectmen, hereinafter referred to as "Town," and
hereinafter referred to as "Contractor," effective as of the
day of, 2015. In consideration of the mutual covenants continued herein, the
parties agree as follows:
ARTICLE 1: SCOPE OF WORK:
The Contractor shall perform all work, furnish all equipment, labor, supplies, permits and materials
necessary to complete the following work described in the Information for Bidders.
ARTICLE 2: TIME OF PERFORMANCE:
The Contractor shall commence work under this Contract on January 1, 2015. This contract shall extend to
December 31, 2015. If sufficient funds are not appropriated or otherwise made available, the Town
shall cancel the Contract pursuant to G.L. c.30B, § 12 (d).
ARTICLE 3: COMPENSATION:
The Town shall pay the contractor for the performance of the work outlined in Article 1 above the
sum of _\$. Periodic payments shall be made for completed work or delivery
and disposal of liquid sludge and upon submission of an invoice.
ARTICLE 4: CONTRACT DOCUMENTS:
The following documents from the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

- I. This Agreement.
- 2. Amendments, change orders, or other changes mutually agreed upon between the parties.
- 3. Contract proposal or bid.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Contract by providing the Contractor within thirty (30) days written notice. Either party may terminate this contract by providing ten (10) days written notice in the event of a substantial failure by the non-terminating party to perform its obligations hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town's officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Contract. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Contract is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable laws, regulations, and orders of the Commonwealth of Massachusetts and all local by-laws and regulations relating to the performance of this Contract. Such laws, regulations, and orders may include, but are not limited to non-discrimination laws; prevailing wage laws; the protection of work, property, persons and employees. The Contractor shall procure and pay for all applicable permits, licenses, and approvals.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Contract without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments, change orders or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments, change orders, or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders and changes shall be approved by the Town Accountant prior to execution by the Town. No amendment, change order, or change to the contract provisions shall be made until after the written execution of the amendment, change order, or change to the Contract by both parties. All amendments, change orders and changes to this Contract shall be in accordance with M.G.L. c.30B, §13.

ARTICLE 11: INSURANCE:

The Contractor shall carry insurance as described in Exhibit A

CERTIFIED AS TO PAYMENT OF STATE TAXES

Signature of Individual or Corporate Name
By: Corporate Officer
(if applicable)
used this Contract to e executed on the day and year first
TOWN OF WARENAM MARGARY CONTRIBUTE
TOWN OF WAREHAM, MASSACHUSETTS
(\$) Budget Amount
(\$) Budget Amount

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Dire	ctors of the
(Name of Corporation) held on	(Date) it was VOTED.
that:	
(Name)	(Officer)
of this company, be and he/she hereby is authorize	d to execute contracts and bonds in the name and on
behalf of said company, and affix its corporate sea	l hereto; and such execution of any contract or
obligation in this company's name on its behalf by	such under seal of the
Company, shall be valid and binding upon this con	(Officer) npany.
. А	True Copy,
A	TTEST:
	TITLE:
PLACE OF BUS	INESS:
DATE OF THIS CONTI	RACT:
I hereby certify that I am the clerk of the	
that is duly ele	
of said company, and that the above vote has not be	en amended or rescinded and remains in full force and
effect as of the date of this contract.	·
	· (Clerk)
CORPORATE SEAL:	(Cicix)

Section 01010

General Requirements

Part 1: General

- 1.01 Liquid sewerage sludge averaging 55,000 gallons per week (weekly average based on FY206 quantities) with a solids content averaging 3.7 percent total solid (base on 2006 data) will be delivered to the CONTRACTOR in the sludge loading area. Sludge delivery typically occurs on weekdays three to five days per week with the actual disposal schedule to be determined by the TOWN. The delivery volume on a given day will vary between a minimum amount of 9,000 gallons and a maximum amount of 45,000 gallons
- 1.02 The CONTRACTOR will be permitted to take samples of the sludge for analysis to verity the sludge quality during regular business hours upon reasonable notice to the Director of the Water Pollution Control Facility (WPCF) at the CONTRACTOR'S sole cost and expense. The CONTRACTOR must submit any necessary applicable permits for transport and processing of WPCF sludge quality in order to obtain the necessary permits. If a program of continuous testing is required to meet permit requirements, the CONTRACTOR shall develop a schedule for taking such samples that shall be approved by the Director of Water Pollution Control.
- 1.03 CONTRACTOR shall as a condition of award and continuously throughout the Contact duration, maintain compliance with all laws and regulations in place at the time or receipt of bids applicable to removal, transport, processing, and use of TOWN sludge at its sole cost and expense.
- 1.04 Changes in federal, state, or local laws, regulations, ordinances or if the chemical characteristics of the liquid sludge change that cause the CONTRACTOR a significant cost increase to transport, dispose of, or process sludge, CONTRACTOR shall have the right to request an adjustment of the contract price upon sixty (60) days prior written notice to the TOWN. In the event that the TOWN does not agree to the adjusted price within sixty (60) days written notice is provided for such termination and no such termination shall in any manner relieve the CONTRACTOR or TOWN of their obligations to pay any outstanding amounts then due and owing or which become due and owing hereunder.

- authorizations applicable to long-term removal, transport, and disposal of TOWN's residuals. The listing shall identify the effective date and expiration date of all permits; copies of all permits shall be included within this compilation. As a condition of award, CONTRACTOR shall establish to TOWN's satisfaction that he/she possesses for the Contract duration regulatory authorization applicable to the TOWN's project, shall demonstrate they are in good standing, and can accommodate the TOWN's long-term liquid sludge disposal and use conditions within these authorizations.
- 1.06 CONTRACTOR shall notify TOWN of any action(s) potentially or actually altering the status of any of these authorizations. CONTRACTOR shall also notify TOWN at least six months prior to the expiration of any permit applicable to this Contract. CONTRACTOR shall reapply for requisite reauthorization(s) in conformance with law and regulation, shall notify TOWN of the disposition of its reapplication, and shall implement such secondary contingency plans as necessary in providing uninterrupted long-term residuals disposal. CONTRACTOR shall provide TOWN with copies of all transactions conducted from reapplication through disposition and reissuance.
- 1.07 CONTRACTOR shall diligently make all reasonable efforts to appeal or contest all unfavorable regulatory sanctions or permit disposition affecting TOWN's long-term residuals disposal and/or processing and use at no cost to the TOWN, and shall keep TOWN fully informed as to the status and progress of such appeal(s) or contestation(s).
- 1.08 CONTRACTOR shall ensure that all labor, material and equipment necessary to provide the required services exists, is under his/her direct control, and is in good working order at the effective date of the Contract.
- 1.09 TOWN, as residuals generator, will perform chemical testing as required by the TOWN's National Pollutant Discharge Elimination System (NPDES) permit. If requested by the CONTRACTOR, the results of these tests shall be made available to the CONTRACTOR. However, the TOWN makes no guarantees or representations as to the accuracy of the tests or test results. The CONTRACTOR shall have no right to rely upon the TOWN's test data.
- 1.10 CONTRACTOR shall be solely responsible for all testing required for the removal, transport, processing and/or disposal of TOWN's sludge at no additional cost to the TOWN. Copies of these test results and reports required, prepared and filed by CONTRACTOR incorporating these data shall be forwarded to TOWN within 30 days of the CONTRACTOR's receipt of the results.

- 1.11 CONTRACTOR shall take custody of, control of, title to and all legal responsibility, including but not limited to liability for sludge spills and pollution remediation, for all liquid sludge delivered to it by the TOWN at the moment the residuals are discharged to the CONTRACTOR's containers or vehicle.
- 1.12 CONTRACTOR shall employ a chain-of-custody manifest system to record all persons and all equipment involved in removing, transporting, and disposing of TOWN's sludge under this Contract. The sludge manifest system is instituted:
 - To ensure traceability and proper transferal of responsibility of all of the TOWN's sludge removed, transported, and disposed under this Contract from its removal from TOWN's site through its acceptance at CONTRACTOR's processing site.
 - To document removal, transport, and disposal operations in compliance with law, regulation, and permit authorization and consistent with conditions under which this Contract was awarded.
 - To support CONTRACTOR's Application for Payment.

The following information must appear on or with the manifest:

- Assignment of a unique identification number for each load of TOWN's sludge removed from TOWN's site.
- M Tanker trailer identification number.
- Date/time loading started and finished.
- Transport vehicle identification number.
- Signed by representatives of both TOWN and CONTRACTOR at each load's pickup and removal.
- Any changes in tanker or transport vehicle between initiation and conclusion of each load's manifesting shall be accompanied by date/time responsibility was transferred, explanation of the circumstances, and signatures of the formerly responsible and newly responsible parties.
- Identification of the disposal facility to which the sludge was delivered, date and time each load was received and signature of representative accepting each load at the disposal facility.

- Sufficient weight (in pounds) and volume determinations (in gallons) to enable CONTRACTOR's reporting of correct dry tons of TOWN's liquid sludge removed, transported, and disposed.
- 1.13 The CONTRACTOR's hauling cost per load provided in the Bid Form is based on the CONTRACTOR providing a minimum 9,000 gallon tanker suitable for the hauling and disposal of liquid sludge. If the TOWN approves the CONTRACTOR's use of any other volume of tanker, the Bid Price shall be prorated up or down accordingly.
- 1.14 The TOWN personnel shall operate the sludge pump equipment and the CONTRACTOR shall determine when the tank/vehicle is full. The CONTRACTOR shall determine the approximate volume of a full load. Each of the CONTRACTOR's tanks shall have a device that accurately measures the volume of sludge accepted and the measuring device shall be accessible by TOWN personnel. The CONTRACTOR shall be solely responsible for any overfilling of the tanks/vehicles and any overweight tankers/vehicles. The TOWN SHALL NOT BE RESPONSIBLE FOR ANY OVERWEIGHT/OVERFILLED CONTAINERS/VEHICLES.
- operator will take two equal samples of the sludge during loading operations. The samples will be combined and analyzed at the WPCF laboratory for the determination of total solids content. A portion (split) of the combined sample will be made available to the CONTRACTOR at the time of loading for their analysis (at the CONTRACTOR's sole cost and expenses). The TOWN's percent total solids (%TS) concentration analysis will be the basis for determination of dry tonnage shipped. It is the CONTRACTOR's responsibility to retrieve the %TS number from the plant prior to invoicing for the load. In the event that no total solids analysis is available for determining the load's concentration, the CONTRACTOR's determination of %TS will be used or a default value of 6% TS will be utilized for that load whichever is lower.

For determination of sludge gallons transported, the tanker/trailer NET weight will be divided by the weight of water of 8.34 pounds per gallon. If no scale is available at the disposal site, the estimated gallons per load shall be determined by the TOWN but should not be greater than 9,000 gallons (unless a larger or smaller truck is authorized by the TOWN).

All invoices will be accompanied with a copy of the appropriate manifest displaying the loads NET weight (or total gallons if no scale is available), total solids concentration for that load and calculated dry solids tonnage.

1.16 The CONTRACTOR is responsible for managing, handling, and paying for all costs resulting from the emergency event as defined in the Contract.

CONTRACTOR shall submit an Emergency Spill Control Plan identifying how a spill will be contained and cleaned up and including the equipment to be utilized. The plan shall also identify the name and telephone number (24-hr) of any emergency response subcontractor to be used to respond to emergency events, along with written evidence of such CONTRACTOR of its availability to respond to such emergency events. The CONTRACTOR shall submit this spill response plan to the TOWN no more than 30 days after award of the Contract.

The plan shall identify a minimum of three names of individuals employed by the CONTRACTOR who can be contacted by the vehicle operator in the case of a spill. The list shall have both work and home telephone numbers. The TOWN shall be notified of an emergency immediately and no later than two (2) hours for any incident. The plan shall also call for the notification of Department of Environmental Protection (DEP) within 24 hours of a spill. Additionally, written notification must be sent to DEP within five (5) business days after the spill.

The plan shall identify methods of containing the spilled liquid sludge and the method the CONTRACTOR intends to utilize in the cleanup. The method should clearly state the difference in cleaning spills occurring on pervious or impervious areas. It should also state how a waterway is to be protected if the spill occurs next to it, how varying weather conditions will affect the cleanup and the equipment to be used in the cleanup.

It should also identify the state agencies that must be notified if a spill occurs and the response time by the CONTRACTOR in addressing the spill.

Section 01020

Loading and Removal Requirements

Part 1: General

1.01 Liquid sludge in an amount ranging from a minimum of 9,000 gallons to a maximum of 45,000 gallons per day will be available for removal from the TOWN's Water Pollution Control Facility five days per week. Normal removal operations will typically take place Monday through Friday. However, during weeks containing a holiday, normal "day" operations will be on a day designated by the chief operator. If it is deemed necessary by the TOWN that a fifth or sixth day is required for removal, the CONTRACTOR shall abide to this request with no extra cost to the TOWN above the prices bid in the Bid Form. Based on FY2006 data, the annual average thickened liquid sludge concentration is 3.7 percent total solids with the actual thickened concentration more or less.

The Town will specify the weekly delivery schedule and volume of delivery. Table 1 in the Information for Bidders which summarizes sludge disposal for fiscal year 2006 is an example of the monthly and seasonal variations in daily sludge shipment volumes and number of delivery days per week. CONTRACTOR should be aware that the volume of sludge and number of delivery days increases in July and August due to summer population increases in WPCF flow and sludge generation.

1.02 Liquid sludge will be pumped by the TOWN from their sludge storage tanks into the CONTRACTOR's containers/vehicles. The loading of the CONTRACTOR's hauling container/vehicle shall not begin before 7:30 am or after 3:30 pm unless arranged in advance with the TOWN. Vehicles are prohibited from parking on Tony's Lane and no vehicle shall sit idling outside the WPCF gate before 7:30 am. The CONTRACTOR shall remove all container/vehicles filled from the Wareham Water Pollution Control Facility (WPCF) site. The CONTRACTOR'S vehicle shall be positioned and secured just outside of the sludge loading bay. The CONTRACTOR shall secure the WPCF's existing 6-inch fitting and hose from the sludge pump to the tanker and open the tanker valve. The TOWN shall open the valve at the sludge pump and start the pump. The CONTRACTOR shall monitor the pumping in the tanker and determine when the tanker has reached its acceptable capacity. During filling of the tanker, the CONTRACTOR shall be responsible for ensuring that the sludge pump is stopped in time and the TOWN will not be responsible for any damage to the tanker or for any spills as a result of overfilling of the tanker. The CONTRACTOR shall close the tanker valve and open the sludge line drain valve prior to disconnecting the sludge discharge hose.

The TOWN's operators will not participate in any activity that requires a labor-intensive activity as it relates to the CONTRACTOR's equipment.

The CONTRACTOR shall provide sufficient labor and means to remove the full tankers/vehicles from the TOWN's site and to provide additional tanker trucks/containers, ready to receive liquid sludge at the sludge loading area of the Sludge Building.

Liquid sludge tankers shall be of sufficient type, size, and number to efficiently and safely move TOWN's liquid sludge and transport it to the designated disposal facility(ies). The construction of CONTRACTOR's containers shall enable complete compliance with requirements of all regulatory agencies exercising jurisdiction. They shall enable lawful transport of TOWN's liquid sludge loads within applicable weight restrictions and will prevent loss of vapors or liquid from all loads. The CONTRACTOR's trucks and containers shall be such that no odors from the liquid sludge shall emanate from the container/vehicles.

CONTRACTOR will not be permitted to store full or partially full tanks/vehicles overnight on the TOWN's site.

- 1.03 If the TOWN is unable to deliver any liquid sludge to the CONTRACTOR's tank/vehicle that is waiting at the WPCF site because of a failure of TOWN equipment including but not limited to sludge feed pumps or piping, the CONTRACTOR shall be entitled to compensation of one-half of the hauling cost per load. The CONTRACTOR shall immediately suspend all pending deliveries until the problem is corrected and no additional compensation shall be made for scheduled containers/vehicles in route to the WPCF after suspension of services.
- If, for reasons beyond the CONTRACTOR's control (i.e., weather conditions, impassable roads, etc.), the amount of liquid sludge removed from the plant is significantly below the average daily production or below the amount requested to be removed by plant personnel, then this amount must be made up. On the next calendar day this left-over amount must be removed in addition to that day's normal or requested amount removed. The CONTRACTOR shall do this at no additional cost to the TOWN even if the total amount for this day exceeds the maximum volume noted in the Information for Bidders. The CONTRACTOR must demonstrate their transport and storage or processing capabilities to perform at this level. This information must be attached to the Bid Proposal.
- 1.05 Certified volume of the full tankers removed will be tabulated daily by CONTRACTOR and weekly summaries will be delivered to the WPCF Director. Monthly totals of sludge loads, volumes, and total dry tons for billings must be delivered to the WPCF Director by the fourth day of the next month or at some other arranged schedule. Billings will be done on a calendar month schedule.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(SIGNATURE OF PERSON SIGNING BID OR PROPOSAL)

(NAME OF BUSINESS)

(This sheet must accompany your bid proposal)

CERTIFICATION TO PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L.c.62C, paragraph 49A, I hereby certif	Legal Name of Bidder's Busin	ness Entity
has complied with all laws of the Commonwealth of M	Massachusetts relating to the pay	ment of
taxes. Signed under the penalties of perjury.		
Authorized Signature		
·		
Name and Title (Print or Type)		
• •		
Date		
,		
•		

Corporate Seal Here (if applicable)

IDENTIFICATION OF PRIMARY DISPOSAL FACILITY

The liquid sludge to be removed by the CONTRACTOR under this Contract will be processed at

the following location: Name of Disposal Site: Location of Disposal Site: City/Town/Village State (Seal of Corporation) Legal Name of Person, Firm, or Corporation Business Address of Person, Firm, or Corporation By _____ Title _____

IDENTIFICATION OF BACKUP DISPOSAL FACILITY

Name of Disposal Site:		
Location of Disposal Site:		
	City/Town/Village	State
DATED	•	
(Seal of Corporation)	•	•
74 C		
	Legal Name of Person, Fire	o or Corporation
	Logar Warte of Fellow, Fire	in or corporation

Name of Bidder

BID FORM

Itemized Proposal

This itemized proposal is for hauling, and disposal of liquid sewage sludge from Wareham Water Pollution Control Facility (WPCF).

Furnish all labor, material, and equipment necessary for the removal and vehicle transport of liquid sludge as described in Article 9 of the Information for Bidders. Liquid sludge will be brought to either Primary Disposal Facility or Backup Facility, the same pricing being applicable to both primary and backup sites. Contractor must submit prices for three (all years) years.

Pricing

Three Year Contract

Contract Periods	LiguidiSludge:Hauling Cost In Amount per Load	Liquid Sludge Disposal Gost In Almount per Dhy Tion
Year 1	Year One	Year One
	\$ Price in Figures \$ Price in Words	\$Price in Figures \$Price in Words
Year 2	Year Two \$ Price in Figures \$ Price in Words	Year Two \$ Price in Figures \$ Price in Words
Year 3	Year Three \$ Price in Figures \$ Price in Words	Year Three \$ Price in Figures \$ Price in Words

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AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety,		ered plural where applicable.		
CONTRACTOR (Name and Address):	SURETY (Name and Prin	SURETY (Name and Principal Place of Business):		
	·*.			
OWNER (Name and Address):				
·	•	•		
CONSTRUCTION CONTRACT Date: Amount: Description (Name and Location):				
BOND Date (Not earlier than Construction Contraction Amount:	t Date):			
Modifications to this Bond:	□ None	☐ See Page 3		
CONTRACTOR AS PRINCIPAL Company: (Corporate	SURETY Seal) Company:	(Corporate Seal)		
Signature: Name and Title:	Signature: Name and Title:	<u> </u>		
Any additional signatures appear on page 3)				
FOR INFORMATION ONLY—Name, Address as GENT or BROKER:	nd Telephone) OWNER'S REPRESENTATIV other party):	/E (Architect, Engineer or		

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for

- which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - **6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or talls to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

- 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for addition	nal signatures of added	parties, other than those a	opearing on the cover page.)
CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
Signature: Name and Title: Address:		Signature: Name and Title: Address:	

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Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business): OWNER (Name and Address): CONSTRUCTION CONTRACT Date: Amount: Description (Name and Location): BOND Date (Not earlier than Construction Contract Date): Amount: ☐ See Page 6 Modifications to this Bond: □ None **CONTRACTOR AS PRINCIPAL SURETY** (Corporate Seal) (Corporate Seal) Company: Company: Signature: _ Signature: _ Name and Title: Name and Title: (Any additional signatures appear on page 6) (FOR INFORMATION ONLY—Name, Address and Telephone) AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or

other party):

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - **4.2** Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - **6.2** Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additi	onal signatures of addec	parties, other than those appe	earing on the cover page.)
CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
Signature: Name and Title: Address:	·	Signature: Name and Title: Address:	



ANALYTICAL REPORT

Lab Number: L1326305

Client: Wareham WPCF

6 Tony's Lane

Wareham, MA 02571

ATTN: George Holdsworth
Phone: (508) 295-6144

Project Name: Not Specified
Project Number: Not Specified

Report Date: 01/14/14

The original project report/data package is held by Alpha Analytical. This report/data package is paginated and should be reproduced only in its entirety. Alpha Analytical holds no responsibility for results and/or data that are not consistent with the original.

Certifications & Approvals: MA (M-MA086), NY (11148), CT (PH-0574), NH (2003), NJ NELAP (MA935), RI (LAO00065), ME (MA00086), PA (68-03671), USDA (Permit #P-330-11-00240), NC (666), TX (T104704476), DOD (L2217), US Army Corps of Engineers.

Eight Walkup Drive, Westborough, MA 01581-1019 508-898-9220 (Fax) 508-898-9193 800-624-9220 - www.alphalab.com



Project Name:Not SpecifiedLab Number:L1326305Project Number:Not SpecifiedReport Date:01/14/14

Alpha Sample ID Client ID Client ID Client ID Coation Collection Date/Time

L1326305-01 SLUDGE Not Specified 12/27/13 11:42



Case Narrative

The samples were received in accordance with the Chain of Custody and no significant deviations were encountered during the preparation or analysis unless otherwise noted. Sample Receipt, Container Information, and the Chain of Custody are located at the back of the report.

Results contained within this report relate only to the samples submitted under this Alpha Lab Number and meet all of the requirements of NELAC, for all NELAC accredited parameters. The data presented in this report is organized by parameter (i.e. VOC, SVOC, etc.). Sample specific Quality Control data (i.e. Surrogate Spike Recovery) is reported at the end of the target analyte list for each individual sample, followed by the Laboratory Batch Quality Control at the end of each parameter. If a sample was re-analyzed or re-extracted due to a required quality control corrective action and if both sets of data are reported, the Laboratory ID of the re-analysis or re-extraction is designated with an "R" or "RE", respectively. When multiple Batch Quality Control elements are reported (e.g. more than one LCS), the associated samples for each element are noted in the grey shaded header line of each data table. Any Laboratory Batch, Sample Specific % recovery or RPD value that is outside the listed Acceptance Criteria is bolded in the report. Performance criteria for CAM and RCP methods allow for some LCS compound failures to occur and still be within method compliance. In these instances, the specific failures are not narrated but are noted in the associated QC table. This information is also incorporated in the Data Usability format for our Data Merger tool where it can be reviewed along with any associated usability implications. Soil/sediments, solids and tissues are reported on a dry weight basis unless otherwise noted. Definitions of all data qualifiers and acronyms used in this report are provided in the Glossary located at the back of the report.

In reference to questions H (CAM) or 4 (RCP) when "NO" is checked, the performance criteria for CAM and RCP methods allow for some quality control failures to occur and still be within method compliance. In these instances the specific failure is not narrated but noted in the associated QC table. The information is also incorporated in the Data Usability format of our Data Merger tool where it can be reviewed along with any associated usability implications.

Please see the associated ADEx data file for a comparison of laboratory reporting limits that were achieved with the regulatory Numerical Standards requested on the Chain of Custody.

HOLD POLICY

For samples submitted on hold, Alpha's policy is to hold samples (with the exception of Air canisters) free of charge for 21 calendar days from the date the project is completed. After 21 calendar days, we will dispose of all samples submitted including those put on hold unless you have contacted your Client Service Representative and made arrangements for Alpha to continue to hold the samples. Air canisters will be disposed after 3 business days from the date the project is completed.

Please contact Client Services at 800-624-9220 with any guestions.



Project Name:Not SpecifiedLab Number:L1326305Project Number:Not SpecifiedReport Date:01/14/14

Case Narrative (continued)

TCLP Semivolatile Organics

The WG662858-2/-3 LCS/LCSD recoveries, associated with L1326305-01, are above the acceptance criteria for 2,4-dinitrotoluene (120%/130%) and pentachlorophenol (116%/124%); however, the associated sample is non-detect for these target compounds. The results of the original analysis are reported.

I, the undersigned, attest under the pains and penalties of perjury that, to the best of my knowledge and belief and based upon my personal inquiry of those responsible for providing the information contained in this analytical report, such information is accurate and complete. This certificate of analysis is not complete unless this page accompanies any and all pages of this report.

Michelle M. Morris

Authorized Signature:

Title: Technical Director/Representative

ALPHA

Date: 01/14/14

ORGANICS



VOLATILES



Project Name: Not Specified Lab Number: L1326305

Project Number: Not Specified Report Date: 01/14/14

SAMPLE RESULTS

Lab ID: L1326305-01 Date Collected: 12/27/13 11:42

Client ID: SLUDGE Date Received: 12/30/13
Sample Location: Not Specified Field Prep: Not Specified Matrix: Sludge

Analytical Method: 1,8260C Analytical Date: 01/04/14 13:16

Analyst: MM

TCLP/SPLP Ext. 01/02/14 16:41

Date:

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
TCLP Volatiles by EPA 1311 - Westborou	igh Lab					
Ohlandama	ND			7.5		40
Chloroform	ND		ug/l	7.5	-	10
Carbon tetrachloride	ND		ug/l	5.0		10
Tetrachloroethene	ND		ug/l	5.0		10
Chlorobenzene	ND		ug/l	5.0		10
1,2-Dichloroethane	ND		ug/l	5.0		10
Benzene	ND		ug/l	5.0		10
Vinyl chloride	ND		ug/l	10		10
1,1-Dichloroethene	ND		ug/l	5.0		10
Trichloroethene	ND		ug/l	5.0		10
1,4-Dichlorobenzene	ND		ug/l	25		10
2-Butanone	93		ug/l	50		10

	a. =		Acceptance	
Surrogate	% Recovery	Qualifier	Criteria	
1,2-Dichloroethane-d4	88		70-130	
Toluene-d8	92		70-130	
4-Bromofluorobenzene	106		70-130	
Dibromofluoromethane	101		70-130	



Method Blank Analysis Batch Quality Control

Analytical Method: 1,8260C

Analytical Date: 01/04/14 09:28 Extraction Date: 01/02/14 16:41

Analyst: MM

TCLP Extraction Date: 01/02/14 16:41

Parameter	Result Q	ualifier Units	RL	MDL	
TCLP Volatiles by EPA 1311	- Westborough Lab for	or sample(s):	01 Batch:	WG662929-3	
Chloroform	ND	ug/l	7.5		
Carbon tetrachloride	ND	ug/l	5.0		
Tetrachloroethene	ND	ug/l	5.0		
Chlorobenzene	ND	ug/l	5.0		
1,2-Dichloroethane	ND	ug/l	5.0		
Benzene	ND	ug/l	5.0		
Vinyl chloride	ND	ug/l	10		
1,1-Dichloroethene	ND	ug/l	5.0		
Trichloroethene	ND	ug/l	5.0		
1,4-Dichlorobenzene	ND	ug/l	25		
2-Butanone	ND	ug/l	50		

			Acceptance	
Surrogate	%Recovery	Qualifier	Criteria	
1,2-Dichloroethane-d4	89		70-130	
Toluene-d8	99		70-130	
4-Bromofluorobenzene	107		70-130	
Dibromofluoromethane	101		70-130	



Lab Control Sample Analysis Batch Quality Control

Project Name: Not Specified
Project Number: Not Specified

Lab Number: L1326305

Report Date: 01/14/14

arameter	LCS %Recovery	Qual	LCSD %Recover	y Qual	%Recovery Limits	RPD	Qual	RPD Limits
CLP Volatiles by EPA 1311 - Westborough	Lab Associated	d sample(s):	01 Batch: \	NG662929-1	WG662929-2			
Chloroform	106		106		70-130	0		20
Carbon tetrachloride	103		104		63-132	1		20
Tetrachloroethene	100		99		70-130	1		20
Chlorobenzene	93		96		75-130	3		25
1,2-Dichloroethane	97		99		70-130	2		20
Benzene	104		105		70-130	1		25
Vinyl chloride	89		89		55-140	0		20
1,1-Dichloroethene	85		88		61-145	3		25
Trichloroethene	101		103		70-130	2		25
1,4-Dichlorobenzene	93		92		70-130	1		20
2-Butanone	150	Q	184	Q	63-138	20		20

LCS		LCSD		Acceptance	
%Recovery	Qual	%Recovery	Qual	Criteria	
86		89		70-130	
98		100		70-130	
114		104		70-130	
98		97		70-130	
	%Recovery 86 98 114	%Recovery Qual 86 98 114	%Recovery Qual %Recovery 86 89 98 100 114 104	%Recovery Qual %Recovery Qual 86 89 98 100 114 104	%Recovery Qual %Recovery Qual Criteria 86 89 70-130 98 100 70-130 114 104 70-130



SEMIVOLATILES



Project Name: Not Specified Lab Number: L1326305

Project Number: Not Specified Report Date: 01/14/14

SAMPLE RESULTS

Lab ID: L1326305-01 Date Collected: 12/27/13 11:42

Client ID:SLUDGEDate Received:12/30/13Sample Location:Not SpecifiedField Prep:Not SpecifiedMatrix:SludgeExtraction Method:EPA 3510C

Analytical Method: 1,8270D Extraction Date: 01/03/14 16:43
Analytical Date: 01/14/14 11:23

Analyst: PS

TCLP/SPLP Ext. 01/02/14 14:36

Date:

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor
TCLP Semivolatiles by EPA 1311 - Westbo	rough Lab					
Hexachlorobenzene	ND		ug/l	10		1
2,4-Dinitrotoluene	ND		ug/l	25		1
Hexachlorobutadiene	ND		ug/l	10		1
Hexachloroethane	ND		ug/l	10		1
Nitrobenzene	ND		ug/l	10		1
2,4,6-Trichlorophenol	ND		ug/l	25		1
Pentachlorophenol	ND		ug/l	50		1
2-Methylphenol	ND		ug/l	25		1
3-Methylphenol/4-Methylphenol	630		ug/l	25		1
2,4,5-Trichlorophenol	ND		ug/l	25		1
Pyridine	ND		ug/l	25		1

Surrogate	% Recovery	Qualifier	Acceptance Criteria	
2-Fluorophenol	57		21-120	
Phenol-d6	49		10-120	
Nitrobenzene-d5	60		23-120	
2-Fluorobiphenyl	66		15-120	
2,4,6-Tribromophenol	62		10-120	
4-Terphenyl-d14	71		33-120	



Method Blank Analysis Batch Quality Control

Analytical Method: 1,8270D Analytical Date: 01/04/14 13:20

Analyst: PS

TCLP Extraction Date: 01/02/14 14:36

Extraction Method: EPA 3510C Extraction Date: 01/03/14 16:43

Parameter	Result	Qualifier	Units	R	L	MDL	
TCLP Semivolatiles by EPA 1311	- Westborou	gh Lab for s	sample(s):	01	Batch:	WG662858-1	
Hexachlorobenzene	ND		ug/l	1	0		
2,4-Dinitrotoluene	ND		ug/l	2	5		
Hexachlorobutadiene	ND		ug/l	1	0		
Hexachloroethane	ND		ug/l	1	0		
Nitrobenzene	ND		ug/l	1	0		
2,4,6-Trichlorophenol	ND		ug/l	2	5		
Pentachlorophenol	ND		ug/l	5	0		
2-Methylphenol	ND		ug/l	2	5		
3-Methylphenol/4-Methylphenol	ND		ug/l	2	5		
2,4,5-Trichlorophenol	ND		ug/l	2	5		
Pyridine	ND		ug/l	2	5		

		Acceptance
Surrogate	%Recovery	Qualifier Criteria
2-Fluorophenol	82	21-120
Phenol-d6	73	10-120
Nitrobenzene-d5	84	23-120
2-Fluorobiphenyl	82	15-120
2,4,6-Tribromophenol	102	10-120
4-Terphenyl-d14	93	33-120



Lab Control Sample Analysis Batch Quality Control

Project Name: Not Specified
Project Number: Not Specified

Lab Number: L1326305

Report Date: 01/14/14

rameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	RPD Qual Limits	
CLP Semivolatiles by EPA 1311 - Westbor	ough Lab Associ	iated sample	(s): 01 Batch:	WG662858-2	2 WG662858-3			
Hexachlorobenzene	109		116		40-140	6	30	
2,4-Dinitrotoluene	120	Q	130	Q	24-96	8	30	
Hexachlorobutadiene	101		106		40-140	5	30	
Hexachloroethane	96		100		40-140	4	30	
Nitrobenzene	104		111		40-140	7	30	
2,4,6-Trichlorophenol	119		127		30-130	7	30	
Pentachlorophenol	116	Q	124	Q	9-103	7	30	
2-Methylphenol	106		117		30-130	10	30	
3-Methylphenol/4-Methylphenol	108		117		30-130	8	30	
2,4,5-Trichlorophenol	123		130		30-130	6	30	
Pyridine	15		16		10-66	6	30	

	LCS		LCSD		Acceptance
Surrogate	%Recovery	Qual	%Recovery	Qual	Criteria
2-Fluorophenol	96		103		21-120
Phenol-d6	88		95		10-120
Nitrobenzene-d5	96		106		23-120
2-Fluorobiphenyl	96		101		15-120
2,4,6-Tribromophenol	124	Q	131	Q	10-120
4-Terphenyl-d14	104		110		33-120



PESTICIDES



Project Name: Lab Number: Not Specified L1326305

Report Date: **Project Number:** Not Specified 01/14/14

SAMPLE RESULTS

Lab ID: L1326305-01 Date Collected: 12/27/13 11:42

Client ID: SLUDGE Date Received: 12/30/13 Sample Location: Not Specified Field Prep: Not Specified **Extraction Method:** EPA 3510C Matrix: Sludge Analytical Method: 1,8081B **Extraction Date:** 01/03/14 16:47

Analytical Date: 01/04/14 23:20 Cleanup Method1: EPA 3620B

Analyst: SH Cleanup Date1: 01/04/14

TCLP/SPLP Ext. 01/02/14 14:36

Date:

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Column
TCLP Pesticides by EPA 1311 -	Westborough Lab						
Lindane	ND		ug/l	0.100		1	Α
Heptachlor	ND		ug/l	0.100		1	Α
Heptachlor epoxide	ND		ug/l	0.100		1	Α
Endrin	ND		ug/l	0.200		1	Α
Methoxychlor	ND		ug/l	1.00		1	Α
Toxaphene	ND		ug/l	1.00		1	Α
Chlordane	ND		ug/l	1.00		1	Α

Surrogate	% Recovery	Qualifier	Acceptance Criteria	Column
2,4,5,6-Tetrachloro-m-xylene	81		30-150	Α
Decachlorobiphenyl	71		30-150	Α
2,4,5,6-Tetrachloro-m-xylene	62		30-150	В
Decachlorobiphenyl	81		30-150	В



Project Name: Not Specified Lab Number: L1326305

Project Number: Not Specified Report Date: 01/14/14

SAMPLE RESULTS

Lab ID: Date Collected: 12/27/13 11:42

Client ID: SLUDGE Date Received: 12/30/13
Sample Location: Not Specified Field Prep: Not Specified
Matrix: Sludge Extraction Method: EPA 8151A

Analytical Method: 1,8151A Extraction Date: 01/03/14 16:47
Analytical Date: 01/04/14 20:26 Methylation Date: 01/04/14 06:21

Analyst: SS

01/02/14 14:36

Date:

TCLP/SPLP Ext.

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Column
TCLP Herbicides by EPA 1311	- Westborough Lab						
2,4-D	ND		mg/l	0.025		1	Α
2,4,5-TP (Silvex)	ND		mg/l	0.005		1	Α

Surrogate	% Recovery	Qualifier	Acceptance fier Criteria Co		
DCAA	46		30-150	A	
DCAA	51		30-150	В	

Project Name: Not Specified **Lab Number:** L1326305

Project Number: Not Specified Report Date: 01/14/14

Method Blank Analysis Batch Quality Control

Analytical Method: 1,8151A Analytical Date: 01/04/14 18:46

Analyst: SS

TCLP Extraction Date: 01/02/14 14:36

Extraction Method: EPA 8151A Extraction Date: 01/03/14 16:47

Methylation Date: 01/04/14 06:21

Parameter	Result	Qualifier	Units		RL	MDL	Column
TCLP Herbicides by EPA 1311 -	Westborough	Lab for san	nple(s):	01	Batch:	WG662852-1	
2,4-D	ND		mg/l		0.025		Α
2,4,5-TP (Silvex)	ND		mg/l		0.005		Α

		Acceptance				
Surrogate	%Recovery	Qualifier	Criteria	Column		
				_		
DCAA	57		30-150	Α		
DCAA	57		30-150	В		



Project Name: Not Specified Lab Number: L1326305

Project Number: Not Specified Report Date: 01/14/14

Method Blank Analysis
Batch Quality Control

Analytical Method: 1,8081B Analytical Date: 01/04/14 22:16

Analyst: SH

TCLP Extraction Date: 01/02/14 14:36

Extraction Method: EPA 3510C Extraction Date: 01/03/14 16:47 Cleanup Method1: EPA 3620B Cleanup Date1: 01/04/14

Parameter	Result	Qualifier Units	RL	MDL	Column
TCLP Pesticides by EPA 1311 - W	estborough/	Lab for sample(s): 0°	1 Batch:	WG662860-1	
Lindane	ND	ug/l	0.100		Α
Heptachlor	ND	ug/l	0.100		Α
Heptachlor epoxide	ND	ug/l	0.100		Α
Endrin	ND	ug/l	0.200		Α
Methoxychlor	ND	ug/l	1.00		Α
Toxaphene	ND	ug/l	1.00		Α
Chlordane	ND	ug/l	1.00		Α

2,4,5,6-Tetrachloro-m-xylene		Acceptance								
Surrogate	%Recovery	Qualifier	Criteria	Column						
2,4,5,6-Tetrachloro-m-xylene	134		30-150	Α						
Decachlorobiphenyl	151	Q	30-150	Α						
2,4,5,6-Tetrachloro-m-xylene	115		30-150	В						
Decachlorobiphenyl	137		30-150	В						



Lab Control Sample Analysis Batch Quality Control

Project Name: Not Specified
Project Number: Not Specified

Lab Number:

L1326305

Report Date:

01/14/14

Parameter	LCS %Recovery	Qual	LCSD %Recover	y Qual	%Recovery Limits	RPD	Qual	RPD Limits	Column
TCLP Herbicides by EPA 1311 - Westboro	•	ed sample(s):	01 Batch:	WG662852-2	WG662852-3				
2,4-D	98		104		30-150	6		25	Α
2,4,5-TP (Silvex)	55		56		30-150	2		25	А

Surrogate	LCS %Recovery	LCSD Qual %Recovery	Qual	Acceptance Criteria	Column
DCAA	51	51		30-150	Α
DCAA	66	45		30-150	В



Lab Control Sample Analysis Batch Quality Control

Project Name: Not Specified
Project Number: Not Specified

Lab Number:

L1326305

01/14/14

Report Date:

Parameter	LCS %Recovery	Qual	LCSD %Recovery	/ Qual	%Recovery Limits	RPD	Qual	RPD Limits	Column
TCLP Pesticides by EPA 1311 - Westborough	Lab Associate	ed sample(s):	01 Batch:	WG662860-2	WG662860-3				
Lindane	90		92		30-150	2		20	А
Heptachlor	94		94		30-150	0		20	А
Heptachlor epoxide	89		90		30-150	1		20	Α
Endrin	99		98		30-150	1		20	Α
Methoxychlor	114		116		30-150	2		20	А

	LCS		LCSD		Acceptance	
Surrogate	%Recovery	Qual	%Recovery	Qual	Criteria	Column
2,4,5,6-Tetrachloro-m-xylene	78		79		30-150	А
Decachlorobiphenyl	89		85		30-150	Α
2,4,5,6-Tetrachloro-m-xylene	71		71		30-150	В
Decachlorobiphenyl	92		100		30-150	В



METALS



SAMPLE RESULTS

Lab ID: L1326305-01
Client ID: SLUDGE
Sample Location: Not Specified
Matrix: Sludge

Date Collected: 12/27/13 11:42
Date Received: 12/30/13
Field Prep: Not Specified
TCLP/SPLP Ext. Date: 01/02/14 14:36

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Date Prepared	Date Analyzed	Prep Method	Analytical Method	Analyst
TCLP Metals by EP.	A 1311 - '	Westboroud	ah Lab								
•											
Arsenic, TCLP	ND		mg/l	1.0		1	01/03/14 16:18	3 01/06/14 17:15	EPA 3015	1,6010C	MG
Barium, TCLP	ND		mg/l	0.50		1	01/03/14 16:18	3 01/06/14 17:15	EPA 3015	1,6010C	MG
Cadmium, TCLP	ND		mg/l	0.10		1	01/03/14 16:18	3 01/06/14 17:15	EPA 3015	1,6010C	MG
Chromium, TCLP	ND		mg/l	0.20		1	01/03/14 16:18	3 01/06/14 17:15	EPA 3015	1,6010C	MG
Lead, TCLP	ND		mg/l	0.50		1	01/03/14 16:18	3 01/06/14 17:15	EPA 3015	1,6010C	MG
Mercury, TCLP	ND		mg/l	0.0010		1	01/06/14 10:02	2 01/07/14 08:46	EPA 7470A	1,7470A	JH
Selenium, TCLP	ND		mg/l	0.50		1	01/03/14 16:18	3 01/06/14 17:15	EPA 3015	1,6010C	MG
Silver, TCLP	ND		mg/l	0.10		1	01/03/14 16:18	3 01/06/14 17:15	EPA 3015	1,6010C	MG



Project Name: Lab Number: Not Specified L1326305 Project Number: Not Specified 01/14/14

Report Date:

Method Blank Analysis Batch Quality Control

Parameter	Result Qualifie	er Units	RL	Di RL MDL F		Date Prepared	Date Analyzed	Analytical Method	Analyst
TCLP Metals by EPA	\ 1311 - Westborougl	n Lab for san	nple(s):	01 Ba	tch: WG66	52844-1			
Arsenic, TCLP	ND	mg/l	1.0		1	01/03/14 16:18	01/06/14 16:38	1,6010C	MG
Barium, TCLP	ND	mg/l	0.50		1	01/03/14 16:18	01/06/14 16:38	1,6010C	MG
Cadmium, TCLP	ND	mg/l	0.10		1	01/03/14 16:18	01/06/14 16:38	1,6010C	MG
Chromium, TCLP	ND	mg/l	0.20		1	01/03/14 16:18	01/06/14 16:38	1,6010C	MG
Lead, TCLP	ND	mg/l	0.50		1	01/03/14 16:18	01/06/14 16:38	1,6010C	MG
Selenium, TCLP	ND	mg/l	0.50		1	01/03/14 16:18	01/06/14 16:38	1,6010C	MG
Silver, TCLP	ND	mg/l	0.10		1	01/03/14 16:18	01/06/14 16:38	1,6010C	MG

Prep Information

Digestion Method: EPA 3015

TCLP/SPLP Extraction Date: 01/02/14 14:36

Parameter	Result Qualifier	Units	RL	Dilo RL MDL Fa		Date Prepared	Date Analyzed	Analytica Method	l Analyst
TCLP Metals by EPA	01 Ba	tch: WG66	3064-1						
Mercury, TCLP	ND	mg/l	0.0010		1	01/06/14 10:02	01/07/14 08:32	2 1,7470A	JH

Prep Information

Digestion Method: EPA 7470A

TCLP/SPLP Extraction Date: 01/02/14 14:36



Lab Control Sample Analysis Batch Quality Control

Project Name: Not Specified
Project Number: Not Specified

Lab Number: L1326305

Report Date:

01/14/14

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
TCLP Metals by EPA 1311 - Westborough Lab	Associated samp	ole(s): 01	Batch: WG66284	4-2				
Arsenic, TCLP	108		-		75-125	-		20
Barium, TCLP	100		-		75-125	-		20
Cadmium, TCLP	96		-		75-125	-		20
Chromium, TCLP	100		-		75-125	-		20
Lead, TCLP	102		-		75-125	-		20
Selenium, TCLP	108		-		75-125	-		20
Silver, TCLP	102		-		75-125	-		20
TCLP Metals by EPA 1311 - Westborough Lab	Associated samp	ole(s): 01	Batch: WG66306	4-2				
Mercury, TCLP	104		-		80-120	-		

Matrix Spike Analysis Batch Quality Control

Project Name: Not Specified
Project Number: Not Specified

Lab Number: L1326305

Report Date: 01/14/14

arameter	Native Sample	MS Added	MS Found	MS %Recovery	Qual	MSD Found	MSD %Recovery	Qual	Recovery Limits	RPD	Qual	RPD Limits
CLP Metals by EPA 1311 -	Westborough	Lab Associat	ed sample(s)	: 01 QC Ba	tch ID: \	NG662844-	4 QC Samp	le: L13	326305-01	Client I	D: SL	JDGE
Arsenic, TCLP	ND	1.2	1.2	100		-	-		75-125	-		20
Barium, TCLP	ND	20	20	100		-	-		75-125	-		20
Cadmium, TCLP	ND	0.51	0.47	92		-	-		75-125	-		20
Chromium, TCLP	ND	2	2.0	100		-	-		75-125	-		20
Lead, TCLP	ND	5.1	5.0	98		-	-		75-125	-		20
Selenium, TCLP	ND	1.2	1.3	108		-	-		75-125	-		20
Silver, TCLP	ND	0.5	0.49	98		-	-		75-125	-		20
CLP Metals by EPA 1311 -	Westborough	Lab Associat	ed sample(s)	: 01 QC Ba	tch ID: \	NG663064-4	4 QC Samp	le: L13	326349-01	Client I	D: MS	Sample
Mercury, TCLP	ND	0.025	0.0258	103		-	-		80-120	-		20

Lab Duplicate Analysis Batch Quality Control

Project Name: Not Specified
Project Number: Not Specified

Lab Number: L1326305

Report Date: 01/14/14

Parameter	Native Sample	Duplicate Sample	Units	RPD	Qual R	PD Limits
TCLP Metals by EPA 1311 - Westborough Lab	Associated sample(s): 01	QC Batch ID: WG662844-3	QC Sample:	L1326305-0	1 Client ID:	SLUDGE
Arsenic, TCLP	ND	ND	mg/l	NC		20
Barium, TCLP	ND	ND	mg/l	NC		20
Cadmium, TCLP	ND	ND	mg/l	NC		20
Chromium, TCLP	ND	ND	mg/l	NC		20
Lead, TCLP	ND	ND	mg/l	NC		20
Selenium, TCLP	ND	ND	mg/l	NC		20
Silver, TCLP	ND	ND	mg/l	NC		20
ΓCLP Metals by EPA 1311 - Westborough Lab	Associated sample(s): 01	QC Batch ID: WG663064-3	QC Sample:	L1326349-0	1 Client ID:	DUP Sample
Mercury, TCLP	ND	ND	mg/l	NC		20



Project Name:Not SpecifiedLab Number:L1326305Project Number:Not SpecifiedReport Date:01/14/14

Sample Receipt and Container Information

Were project specific reporting limits specified?

Reagent H2O Preserved Vials Frozen on: NA

Cooler Information Custody Seal

Cooler

A Absent

Container Info	rmation			Temp			
Container ID	Container Type	Cooler	рН	deg C	Pres	Seal	Analysis(*)
L1326305-01A	Vial Large Septa unpreserved	Α	N/A	3.2	Υ	Absent	TCLP-EXT-ZHE(14)
L1326305-01B	Amber 250ml unpreserved	Α	N/A	3.2	Υ	Absent	-
L1326305-01S	Amber 1000ml unpreserved split	Α	N/A	3.2	Υ	Absent	HERB-TCLP*(14)
L1326305-01T	Amber 1000ml unpreserved split	Α	N/A	3.2	Υ	Absent	PEST-TCLP*(14)
L1326305-01U	Amber 1000ml unpreserved split	Α	N/A	3.2	Υ	Absent	TCLP-8270(14)
L1326305-01X	Plastic 250ml HNO3 preserved spl	Α	<2	3.2	Υ	Absent	CD-CI(180),AS-CI(180),BA- CI(180),HG-C(28),PB- CI(180),CR-CI(180),SE- CI(180),AG-CI(180)
L1326305-01Y	Vial unpreserved split	Α	N/A	3.2	Υ	Absent	TCLP-VOA(14)
L1326305-01Z	Vial unpreserved split	Α	N/A	3.2	Υ	Absent	TCLP-VOA(14)

Container Comments

L1326305-01S



GLOSSARY

Acronyms

EDL - Estimated Detection Limit: This value represents the level to which target analyte concentrations are reported as estimated values, when those target analyte concentrations are quantified below the reporting limit (RL). The EDL includes any adjustments from dilutions, concentrations or moisture content, where applicable. The use of EDLs is specific to the analysis of PAHs using Solid-Phase Microextraction (SPME).

EPA - Environmental Protection Agency.

LCS - Laboratory Control Sample: A sample matrix, free from the analytes of interest, spiked with verified known amounts of analytes
or a material containing known and verified amounts of analytes.

LCSD - Laboratory Control Sample Duplicate: Refer to LCS.

LFB - Laboratory Fortified Blank: A sample matrix, free from the analytes of interest, spiked with verified known amounts of analytes or a material containing known and verified amounts of analytes.

MDL - Method Detection Limit: This value represents the level to which target analyte concentrations are reported as estimated values, when those target analyte concentrations are quantified below the reporting limit (RL). The MDL includes any adjustments from dilutions, concentrations or moisture content, where applicable.

MS - Matrix Spike Sample: A sample prepared by adding a known mass of target analyte to a specified amount of matrix sample for which an independent estimate of target analyte concentration is available.

MSD - Matrix Spike Sample Duplicate: Refer to MS.

NA - Not Applicable.

NC - Not Calculated: Term is utilized when one or more of the results utilized in the calculation are non-detect at the parameter's reporting unit.

NI - Not Ignitable.

RL - Reporting Limit: The value at which an instrument can accurately measure an analyte at a specific concentration. The RL includes any adjustments from dilutions, concentrations or moisture content, where applicable.

RPD - Relative Percent Difference: The results from matrix and/or matrix spike duplicates are primarily designed to assess the precision of analytical results in a given matrix and are expressed as relative percent difference (RPD). Values which are less than five times the reporting limit for any individual parameter are evaluated by utilizing the absolute difference between the values; although the RPD value will be provided in the report.

- Standard Reference Material: A reference sample of a known or certified value that is of the same or similar matrix as the associated field samples.

Footnotes

- The reference for this analyte should be considered modified since this analyte is absent from the target analyte list of the original method.

Terms

Analytical Method: Both the document from which the method originates and the analytical reference method. (Example: EPA 8260B is shown as 1,8260B.) The codes for the reference method documents are provided in the References section of the Addendum.

Data Qualifiers

- A Spectra identified as "Aldol Condensation Product".
- The analyte was detected above the reporting limit in the associated method blank. Flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For MCP-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For DOD-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank AND the analyte was detected above one-half the reporting limit (or above the reporting limit for common lab contaminants) in the associated method blank. For NJ-Air-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte above the reporting limit.
- Co-elution: The target analyte co-elutes with a known lab standard (i.e. surrogate, internal standards, etc.) for co-extracted analyses.
- Concentration of analyte was quantified from diluted analysis. Flag only applies to field samples that have detectable concentrations of the analyte.
- E Concentration of analyte exceeds the range of the calibration curve and/or linear range of the instrument.
- G The concentration may be biased high due to matrix interferences (i.e, co-elution) with non-target compound(s). The result should be considered estimated.
- H The analysis of pH was performed beyond the regulatory-required holding time of 15 minutes from the time of sample collection.
- The lower value for the two columns has been reported due to obvious interference.

Report Format: Data Usability Report



Data Qualifiers

- M Reporting Limit (RL) exceeds the MCP CAM Reporting Limit for this analyte.
- NJ Presumptive evidence of compound. This represents an estimated concentration for Tentatively Identified Compounds (TICs), where the identification is based on a mass spectral library search.
- P The RPD between the results for the two columns exceeds the method-specified criteria.
- Q The quality control sample exceeds the associated acceptance criteria. For DOD-related projects, LCS and/or Continuing Calibration Standard exceedences are also qualified on all associated sample results. Note: This flag is not applicable for matrix spike recoveries when the sample concentration is greater than 4x the spike added or for batch duplicate RPD when the sample concentrations are less than 5x the RL. (Metals only.)
- **R** Analytical results are from sample re-analysis.
- **RE** Analytical results are from sample re-extraction.
- S Analytical results are from modified screening analysis.

Report Format: Data Usability Report



Project Name:Not SpecifiedLab Number:L1326305Project Number:Not SpecifiedReport Date:01/14/14

REFERENCES

Test Methods for Evaluating Solid Waste: Physical/Chemical Methods. EPA SW-846. Third Edition. Updates I - IV, 2007.

LIMITATION OF LIABILITIES

Alpha Analytical performs services with reasonable care and diligence normal to the analytical testing laboratory industry. In the event of an error, the sole and exclusive responsibility of Alpha Analytical shall be to re-perform the work at it's own expense. In no event shall Alpha Analytical be held liable for any incidental, consequential or special damages, including but not limited to, damages in any way connected with the use of, interpretation of, information or analysis provided by Alpha Analytical.

We strongly urge our clients to comply with EPA protocol regarding sample volume, preservation, cooling, containers, sampling procedures, holding time and splitting of samples in the field.



Certification Information

Last revised December 11, 2013

The following analytes are not included in our NELAP Scope of Accreditation:

Westborough Facility

EPA 524.2: Acetone, 2-Butanone (Methyl ethyl ketone (MEK)), Tert-butyl alcohol, 2-Hexanone, Tetrahydrofuran, 1,3,5-Trichlorobenzene, 4-Methyl-2-pentanone (MIBK), Carbon disulfide, Diethyl ether.

EPA 8260C: 1,2,4,5-Tetramethylbenzene, 4-Ethyltoluene, Iodomethane (methyl iodide), Methyl methacrylate,

Azobenzene

EPA 8330A/B: PETN, Picric Acid, Nitroglycerine, 2,6-DANT, 2,4-DANT.

EPA 8270D: 1-Methylnaphthalene, Dimethylnaphthalene,1,4-Diphenylhydrazine.

EPA 625: 4-Chloroaniline, 4-Methylphenol.

SM4500: Soil: Total Phosphorus, TKN, NO2, NO3.

EPA 9071: Total Petroleum Hydrocarbons, Oil & Grease.

Mansfield Facility

EPA 8270D: Biphenyl.

EPA TO-15: Halothane, 2,4,4-Trimethyl-2-pentene, 2,4,4-Trimethyl-1-pentene, Thiophene, 2-Methylthiophene, 3-Methylthiophene, 2-Ethylthiophene, 1,2,3-Trimethylbenzene, Indan, Indene, 1,2,4,5-Tetramethylbenzene, Benzothiophene, 1-Methylnaphthalene.

The following analytes are included in our Massachusetts DEP Scope of Accreditation, Westborough Facility:

Drinking Water

EPA 200.8: Sb,As,Ba,Be,Cd,Cr,Cu,Pb,Ni,Se,Tl; **EPA 200.7**: Ba,Be,Ca,Cd,Cr,Cu,Na; **EPA 245.1**: Mercury;

EPA 300.0: Nitrate-N, Fluoride, Sulfate; EPA 353.2: Nitrate-N, Nitrite-N; SM4500NO3-F: Nitrate-N, Nitrite-N; SM4500F-C,

SM4500CN-CE, EPA 180.1, SM2130B, SM4500CI-D, SM2320B, SM2540C, SM4500H-B

EPA 332: Perchlorate.

Microbiology: SM9215B; SM9223-P/A, SM9223B-Colilert-QT, Enterolert-QT.

Non-Potable Water

EPA 200.8: Al,Sb,As,Be,Cd,Cr,Cu,Pb,Mn,Ni,Se,Ag,Tl,Zn;

EPA 200.7: Al,Sb,As,Be,Cd,Ca,Cr,Co,Cu,Fe,Pb,Mg,Mn,Mo,Ni,K,Se,Ag,Na,Sr,Ti,Tl,V,Zn;

EPA 245.1, SM4500H,B, EPA 120.1, SM2510B, SM2540C, SM2340B, SM2320B, SM4500CL-E, SM4500F-BC,

SM426C, SM4500NH3-BH, EPA 350.1: Ammonia-N, LACHAT 10-107-06-1-B: Ammonia-N, SM4500NO3-F,

EPA 353.2: Nitrate-N, SM4500NH3-BC-NES, EPA 351.1, SM4500P-E, SM4500P-B, E, SM5220D, EPA 410.4,

SM5210B, SM5310C, SM4500CL-D, EPA 1664, SM14 510AC, EPA 420.1, SM4500-CN-CE, SM2540D.

EPA 624: Volatile Halocarbons & Aromatics,

EPA 608: Chlordane, Toxaphene, Aldrin, alpha-BHC, beta-BHC, gamma-BHC, delta-BHC, Dieldrin, DDD, DDE, DDT,

Endosulfan I, Endosulfan II, Endosulfan sulfate, Endrin, Endrin Aldehyde, Heptachlor, Heptachlor Epoxide, PCBs

EPA 625: SVOC (Acid/Base/Neutral Extractables), EPA 600/4-81-045: PCB-Oil.

Microbiology: SM9223B-Colilert-QT; Enterolert-QT, SM9222D-MF.

For a complete listing of analytes and methods, please contact your Alpha Project Manager.

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