
SECTION 3
DETAILED SPECIFICATIONS AND
SCOPE OF WORK

**DETAILED SPECIFICATIONS AND SCOPE OF WORK
For Biosolids Offsite Hauling**

DS-1 DESCRIPTION OF WORK

The CONTRACTOR is to haul the concentrated sewage sludge cake from the Willoughby-Eastlake Water Pollution Control Center, (WPCC) located at 221 Erie Road, Eastlake, Ohio to a licensed regulated landfill or beneficial reuse and recovery facility in accordance with all applicable environmental laws, rules and regulations. The hauling of the sludge is to occur in such a way to not impede or hinder the functioning of the WPCC. This may mean that multiple pick-ups may occur during a day. The contractor is expected in case of malfunction at the WPCC or other unusual occurrences increase the frequency of the pick-ups at the plant. However, the WPCC will make all efforts to have pick-ups occur on a routine basis as mutually agreed upon between the CONTRACTOR and the WPCC.

The bid documents contain bid forms for two (2) separate contracts. The Owner will award only one contract. The bidder may bid either or both of the contracts.

Contract A is as described above, the CONTRACTOR is to haul the concentrated sewage sludge cake from the Willoughby-Eastlake Water Pollution Control Center, (WPCC) located at 221 Erie Road, Eastlake, Ohio to a licensed regulated landfill or beneficial reuse and recovery facility in accordance with all applicable environmental laws, rules and regulations.

Contract B is to haul the concentrated sewage sludge cake from the Willoughby-Eastlake Water Pollution Control Center, (WPCC) located at 221 Erie Road, Eastlake, Ohio to the Lake County Landfill in Painesville Township. The OWNER will pay all of the landfill fees directly to Lake County.

The purpose of this bid and the contract awarded following an evaluation of the bids received is for the contractor to provide hauling services on a continuous basis of the sewage sludge cake for a period of five (5) years with an option to extend for another five year period with mutual consent of both parties. If extended, the base price per wet ton and the fuel adjustment per wet ton in the 6th year will be the price from the 5th year plus an increase equal to the average incremental increase of the first 5 years of the contract. The anticipated hauling services shall include positioning an empty trailer in an appropriate location to receive the sludge, the prompt removal of the loaded trailer, and transporting the sludge to an approved landfill or receiving facility. Pick-up and delivery of the sludge is to be able to occur 365 days a year and at any time during the 24-hour day. The W-E WPCC will call the CONTRACTOR three hours before the CONTRACTOR is to pick-up the filled trailer. Only the CONTRACTOR'S or SUBCONTRACTOR'S trailer as submitted and approved with the bid or amended by mutual agreement later shall be brought to, or parked on-site at the WPCC.

DS-2 MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held at the WPCC prior to the bid opening to view the location of the sludge discharge conveyor and the building where the trailer will be located. The bidder will also have the opportunity at this time to collect samples of the sludge for their own analysis if so desired. Failure by the bidder awarded the contract to become familiar with the existing conditions at the mandatory pre-bid conference which results in the bidder's subsequent inability to execute the contract shall in no way relieve the bidder or its surety of their obligation under the contract. Likewise, no plea of ignorance of the conditions that may exist or that may hereafter exist or difficulties that may be encountered after commencement of work under this contract will be accepted if it is determined that these complications were a result of the contractor's failure to make prudent examinations and investigations prior to bidding the work.

DS-3 SLUDGE ANALYSIS

The 2022 Toxicity Characteristic Leaching Procedure (TCLP), 2012 - 2021 Priority Pollutant Reports, and the results of a 2022 paint filter test are attached. Additional information can be found in the Appendix such as a drawing of the site, and various tables showing the average number of press hours per month, average wet tons of sludge in a 10 year period and a 20 year period, and the sludge analysis from 2017 - Feb. 2022. If the bidder determines that additional testing is required to adequately prepare his bid, samples may be gathered at the Pre-Bid Conference. Note that the sludge cake from the WPCC has **not** been classified as a Class B Biosolid.

DS-4 REGULATORY COMPLIANCE

The CONTRACTOR shall comply with all pertinent Federal, State and Local laws, regulations and standards for the transportation and disposal of sewage sludge, including, but not limited to, 40 CFR 257, 258, 261, and 40 CFR 503.

DS-5 WWTP CONTACTS AND PHONE NUMBERS

WPCC

Contact: Jack Gorka, Superintendent
221 Erie Road, Eastlake, OH 44095
Phone: 440-953-4186
jgorka@willoughbyohio.com

John Hall, Assistant Superintendent
221 Erie Road, Eastlake, OH 44095
Phone: 440-953-4186
jhall@willoughbyohio.com

DS-6 BID QUANTITIES AND UNIT COSTS

Bids will be accepted in terms of cost per wet ton hauled. A fuel adjustment shall be applied to the bid price for increases and decreases in the price of diesel fuel over/under the established base price of diesel fuel during the term of this contract. The fuel adjustment will be applied to the cost per wet ton hauled. The established base price of the diesel fuel shall be the price of diesel fuel per

U.S. gallon as reported by the U.S. Department of Energy, Energy Information Administration (EIA) Midwest On-Highway Retail Diesel Price (www.eia.doe.gov) the week the bid is opened. There will be no adjustment for the first \$0.25 increase or decrease. The fluctuation range will be in increments of \$0.25 from the base diesel cost. The table below used for an example illustrates the fuel adjustment mechanism based on an assumed base diesel cost of \$5.00.

FUEL ADJUSTMENT TABLE EXAMPLE (Assumed Base Price \$5.00)	
Fuel Cost Weekly EIA Midwest On-Highway Retail Diesel Price	Formulas for Total Unit Cost Per \$.25 Change Per Gallon above first \$.25 change
\$4.26 - \$4.50	$(\text{Base Cost/Wet Ton} - (2 \times \text{Fuel Adjustment/Wet Ton})) \times \text{Quantity Wet Tons}$
\$4.51 - \$4.75	$(\text{Base Cost/Wet Ton} - (1 \times \text{Fuel Adjustment/Wet Ton})) \times \text{Quantity Wet Tons}$
\$4.76 - \$5.00	Base Cost/Wet Ton x Quantity Wet Tons = NO ADJUSTMENT
\$5.01 - \$5.25	Base Cost/Wet Ton x Quantity Wet Tons = NO ADJUSTMENT
\$5.26 - \$5.50	$(\text{Base Cost/Wet Ton} + (1 \times \text{Fuel Adjustment/Wet Ton})) \times \text{Quantity Wet Tons}$
\$5.51 - \$5.75	$(\text{Base Cost/Wet Ton} + (2 \times \text{Fuel Adjustment/Wet Ton})) \times \text{Quantity Wet Tons}$

The price posted for the last week of each month shall be utilized for the hauling that month. If the increase or decrease is within the \$.25 range from the base price then a fuel adjustment will not be applied. The total fuel adjustment per wet ton must be noted as a separate line item on the invoice.

For bidding purposes only, the estimated quantity of sludge to be removed annually from the WPCC is 6,100 wet tons. The contractor can expect to haul sludge production that may range from 5,721 to 10,582. Note that the Appendix documents this range of sludge production during a 20 year period. However, the annual sludge production for 2019, 2020, and 2021 was, 6,104, 6,051, and 6,081 wet tons, respectively. The W-E WPCC produced sludge on 288, 278 and 326 days in 2019, 2020 and 2021, respectively.

Sludge cake from the WPCC contains on the average 26% dry solids. The WPCC agrees to assure that the sludge cake will have a minimum of 22% dry solids. No minimum payment shall be allowed for net weights less than average loads. Certain situations (planned maintenance and construction) may result in a request for service when the load hauled is less than average weight.

DS-7 BASIS FOR THE EVALUATION OF THE BIDS RECEIVED

The OWNER shall be the sole judge of whether the bids submitted by the bidders meet the specific needs of the WPCC and shall evaluate qualified bids on the basis of the lowest and best bid received. The OWNER reserves the right to accept or reject any or all bids. The OWNER will award either Contract A or Contract B.

DS-8 SUBMITTALS

In addition to completing and returning the Bid Forms, the bidder must complete the following items: 1) A Notice of Violation Report providing a detailed list of all Notices of Violations whether federal or state (including outside of Ohio) received while performing transportation and/or disposal services for sewage sludge or any other materials; 2) A Hauling Plan which states the designated drop-off facility for the sludge, the location/s where the empty and full truck and trailer will be weighed, the dimensions and description of the trucks and trailers to be supplied by the CONTRACTOR, and the volume of the supplied trailers; 3) copies of the permit for the designated end facility will be needed.

DS-9 SUBCONTRACTORS

As part of the bid proposal the bidder is to list any subcontractors which the bidder will use to complete the work noted in this contract, the portion of the work completed by the subcontractor, the subcontractor's address and contact information. Subcontracting this contract will not relieve the contractor of any of its obligations under this contract. Furthermore the CONTRACTOR cannot sublet any additional part of the work without prior written consent of the OWNER.

The CONTRACTOR shall be and remain solely responsible to the OWNER for the acts or faults of its subcontractor and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the CONTRACTOR to the extent of its subcontract.

DS-10 SITE UTILITIES

Water is available for minor trailer washing.

DS-11 AUTHORIZED WORK AREAS

The contractor shall remain within the designated areas of work. Unauthorized entry to other areas of the plant will not be tolerated.

DS-12 PROCEDURE FOR LOADING AND WEIGHING TRAILERS

For Contract A, pick-ups may occur anytime during the 24-hour day on any day of the year. The W-E WPCC will call the CONTRACTOR when the trailer is three hours from reaching the target weight in the trailer. The CONTRACTOR will need to pick-up the loaded trailer within three hours and leave an empty trailer. If possible, a regular schedule will be agreed upon during the various seasons. The W-E WPCC will distribute the sludge in the sludge trailer while it is being filled. The WPCC will not provide equipment to move the trailers.

For Contract B, the pick-up will occur during receiving hours at the Lake County Landfill.

The WPCC does not have a truck weight scale. Therefore, the driver must proceed to a certified scale and obtain a "full" weight for the vehicle obtaining a certified weight ticket with the date, vehicle and trailer/container identification numbers. Details of the procedures may be modified with the approval of the WPCC. A certified weight ticket of the "empty" weight of the vehicle and trailer/container with the date, and vehicle and trailer/container identification numbers must also be obtained.

The CONTRACTOR shall safely transport the sludge over public highways in accordance with Department of Transportation rules and regulations; and coordinate the disposal of the sludge at an Ohio EPA approved landfill or other Ohio EPA approved receiving facility in accordance with Ohio EPA rules and regulations and the WPCC NPDES permit. For each load, the CONTRACTOR shall follow the weighing procedure and complete all necessary paperwork which will include weight slips and sludge hauling manifests in the format and timeframes as prescribed by the contract documents and/or modified by mutual agreement with the WPCC.

DS-13 CONTRACTOR'S LOADING RESPONSIBILITIES

The CONTRACTOR's hauling services should occur in such a fashion as to ensure that the wastewater treatment plants' operation is not interrupted or inconvenienced.

In the event of a mechanical failure or extended maintenance period of the trailer sludge distribution screw conveyor, the Contractor will have to provide a truck or some other vehicle to allow the W-E WPCC to move the trailer while it is being filled.

The CONTRACTOR will be able to, on occasion, store one additional trailer on the plant premises.

DS-14 PREVENTION OF NUISANCES

The CONTRACTOR is responsible to leave the work site in a clean and safe condition and for preventing the creation of any and all nuisances, including but not limited to: noises, odors, spills of sludge, vehicle fluids, and trash. The cost to clean-up spills occurring as a result of driver negligence and/or poorly maintained equipment, etc. shall be paid by the CONTRACTOR (deducted from the invoiced cost of the load).

In addition, no liquid will be permitted to drain or be washed down into any storm sewer catch basins.

Full trailers may be stored for short periods of time in a designated area on site. Contractor is responsible for any building or property damage caused by their action.

Further, the CONTRACTOR shall be subject to civil and criminal laws requiring the transport and disposal of such wastes in an approved and controlled manner. It shall be the CONTRACTOR's duty to monitor and immediately report any unauthorized spill or discharges of this waste in transit to the WPCC. Immediate and complete corrective action shall be the sole responsibility of the CONTRACTOR in compliance with laws and regulations of authorities having jurisdiction.

DS-15 DELAY FOR CAUSES BEYOND CONTROL

If the CONTRACTOR is delayed in the compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the CONTRACTOR'S control, including orders, limitations or restrictions of any Government agency having jurisdiction over the subject matter of the contract, or by delay authorized by the WPCC, or by any cause for which the Superintendent shall decide to justify the delay, then for all such delays and suspensions, the CONTRACTOR shall be allowed one calendar day extension beyond the time designated for pick-up of a loaded trailer and drop-off of an empty trailer. Actual damages as specified in the contract may otherwise apply.

DS-16 HAULING TRAILERS

The trailers will be required to be leak-proof, able to be covered as soon as the trailer is filled, and in good working condition. Trailers shall be sized to haul a minimum of 23 tons.

DS-17 EQUIPMENT IDENTIFICATIONS

The CONTRACTOR shall mark each hauling truck and trailer used to perform the work under this contract with equipment identification letters and numbers clearly marked so as to be readily visible and identified by the facility. A final listing noting the truck and trailers to be used and their identification numbers will be submitted during the execution of the contract.

DS-18 TRAILER CONDITION & MAINTENANCE RESPONSIBILITIES

The WPCC reserves the right to inspect the CONTRACTOR's trailers at any time during the contract. In the event that the WPCC determines that the trailers are not leak proof, safe, and/or proper operating condition, following the inspection, the CONTRACTOR will be notified in writing of the required repairs. In the event that the CONTRACTOR does not make the necessary repairs within thirty (30) days, the WPCC has the right to suspend or terminate the contract.

DS-19 APPROVED TRANSPORTATION AND DISPOSAL

The CONTRACTOR is responsible for the proper and safe transportation and disposal of the sludge. All transportation and disposal activities must be in conformance with all current federal laws, regulations, and requirements, including but not limited to, the Resource Conservation and Recovery Act (RCRA) and Department of Transportation regulations, all State laws, regulations, and requirements, including but not limited to, those of the Ohio Environmental Protection Agency (OEPA) and Ohio Department of Transportation and all county and local laws, regulations and requirements.

DS-20 DISPOSAL SITES

For Contract A, it shall be the CONTRACTOR'S responsibility to dispose of all sludge removed from the WPCC pursuant to this contract at an adequate State-approved disposal site or other State approved receiving facility. If for any reason, during the course of this contract, a State-approved sludge solids disposal site being utilized by the CONTRACTOR should lose its State-approved status, or should it otherwise become unavailable for the disposal of WPCC's sludge, it shall be the duty and sole responsibility of the CONTRACTOR without additional cost to the W-E WPCC to provide and use an alternate State- approved sludge solids disposal site, subject to the WPCC's approval, to maintain sludge removal and disposal operations without any interruption in the WPCC operations. The CONTRACTOR shall further conform to and obey all applicable laws, regulations and rules of all Federal, State and local authorities and agencies regarding the proper disposal of sludge at the approved site or sites, and such conformance with applicable laws and rules shall be the sole responsibility of the CONTRACTOR. Such responsibility will remain in effect and survive the expiration of any contract awarded pursuant to these specifications.

For Contract B, if the Lake County Landfill will no longer accept the WPCC's sludge, this Contract will terminate and will be rebid.

DS-21 SAFETY AND SECURITY

The driver of the sludge disposal vehicle will need to obtain gate clearance before entering the WPCC. After entering the WPCC the driver will need to contact WPCC personnel in order to complete paperwork and facilitate record keeping. The driver will be asked his/her name, the identification number of the truck, and the identification of the trailer that he or she is leaving at the plant.

Any injuries that occur to the drivers, or accidents that occur to CONTRACTOR'S owned or leased hauling vehicles when hauling WPCC sludge shall be reported immediately to the WPCC. A written copy of all Injury, Accident, or Spill Reports shall be sent to the WPCC by the next day following the accident.

DS-22 INVOICE PREPARATION AND WEIGHING PROCEDURE

The CONTRACTOR shall, at the end of each month, mail an invoice to the WPCC. Payments to the CONTRACTOR for all loads hauled will be based on the contracted unit price per wet ton multiplied by the total net wet tons hauled each month. The invoice should note the base unit price per wet ton and the fuel adjustment to the base price. No payment will be made for any load unless certified weight tickets and manifest forms are provided. Manifest forms are to be submitted during the contract execution period and after approval incorporated into the Contract Documents. Waste Manifests are to include spaces to record the date of pick-up, time of pick-up, the location of pick-up, the driver's name, truck identification number, trailer identification, the weight of the vehicle and empty trailer, the weight of vehicle and full trailer, the weight of sludge hauled, the signature of the owner's representative, the disposal location, the date of disposal, the time of disposal, and signature of representative of the disposal site. Copies of the weight tickets and the manifest forms shall be submitted to the WPCC attached to monthly invoices. In addition, the invoices shall clearly reference each load noting the identification number of the trailer, the identification number of the truck, the net weight of the load, and the date/time of the pick-up.

After the WPCC has substantiated and verified the invoiced charges, the WPCC will pay for the services provided by the CONTRACTOR. Care in the preparation, and the timing of the submittal of invoices by the CONTRACTOR will expedite payments.

DS-23 CONTRACT CANCELLATION

In the event the CONTRACTOR does not fully comply with the conditions and obligations of this agreement and these specifications, the OWNER shall have the right to cancel this agreement and contact the contractor's surety. Such non-compliance includes any failure to maintain the trailers as explained in section DS-19. Also, this Contract will be cancelled if conditions explained in DS-20 occur. The OWNER will give the Contractor written notice by registered mail (copy also mailed to the surety) of the OWNER's intention to cancel the contract along with information concerning the CONTRACTOR'S failure to perform or loss of Contract B's Disposal Site.