



Request for Services

Wastewater Biosolids Hauling & Disposal Services

November 1, 2022 to November 30, 2025

Carmel Area Wastewater District (CAWD)
P.O. Box 221428
3945 Rio Road
Carmel, CA 93922
(831) 624-1248
(831) 624-0811 (fax)
downstream@cawd.org

Carmel Area Wastewater District
Wastewater Biosolids Hauling and Disposal
November 1, 2022 to October 31, 2025

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Notice Inviting Sealed Proposals (please verify page numbers match document)

Instructions to Proposers

I.	Introduction	2
II.	General Requirements	2
III.	Project Requirements	3
IV.	Services to be Rendered	4
V.	Qualifications of Proposal	8
VI.	Selection	8
VII.	Proposal Protests	8
VIII.	Agreement	9
IX.	Proposal Form	22
X.	Wastewater Biosolids Quality Data	Separate File

Notice Inviting Sealed Proposals

Notice is hereby given that sealed proposals will be received by the District Board, Carmel Area Wastewater District, at the District office, 3945 Rio Road,:

2:00 P.M., Tuesday, September 13, 2022

At which time they will be publicly opened and read for performing the work as follows:

Wastewater Biosolids Hauling and Disposal Services

The work shall be done in accordance with the specifications therefore adopted, to which special reference is hereby made.

The work consists of transport and disposal of Class B biosolids generated at the District's wastewater treatment facility located at 26900 State Highway One, Carmel, CA 93922. The District produces approximately 1,200 to 1,500 standard tons of biosolids annually.

Pursuant to the statutes of the State of California, the District Board has adopted the general prevailing rates for overtime and legal holidays in the locality, in which the work will be performed, as determined by the State Director of the Department of Industrial Relations.

It shall be incumbent upon the successful proposer to pay not less than the minimum hourly wages required by said Schedule of Wage Determinations to be paid the various laborers employed in this contract.

Instructions to Proposers are available at Carmel Area Wastewater District, 3945 Rio Road, Carmel, CA 93922. It is also available online at www.cawd.org

All Proposals must be submitted plainly marked in either a sealed envelope at 3945 Rio Road, Carmel CA, CA 93922, or electronic bid document with subject line: Sealed Bid, sent to downstream@cawd.org.

Wastewater Biosolids Hauling and Disposal

- The term of the contract shall be for thirty-six (36) months.
- In general, the prevailing wage scale, as determined by the Director of Industrial Relations of the State of California, in force on the day this proposal was announced, will be the minimum paid to all craftsmen and laborers working on this project.
- All proposals must be made on the form provided.
- All proposals/bids must be received by September 13, 2022, at 2:00 p.m. PST.

Dated: August 13, 2022

By: Domine Barringer, Board Secretary
Carmel Area Wastewater District

INSTRUCTIONS TO PROPOSERS

I. INTRODUCTION

Carmel Area Wastewater District (CAWD) is requesting sealed proposals from qualified contractors for transport and disposal of Class B biosolids generated at the District's wastewater treatment facility located at 26900 State Highway One, Carmel, CA 93922.

II. GENERAL REQUIREMENTS

Vendors making proposals must respond in writing to all requirements of this Request for Service (RFS). Responses should reflect detailed consideration of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

Email is acceptable and must include in the Subject line: "Sealed Bid Attached" or mailed proposals will be accepted at the 3945 Rio Road, Carmel Ca, 93922.

Costs incurred for the preparation of a proposal in response to the RFP shall be the sole responsibility of the firm submitting the proposal.

CAWD reserves the right to select or reject any firm that it deems to be in the best interest to accomplish the project. The District reserves the right to accept the proposal on one or more items of a proposal, on all items of a proposal or any combination of items.

The District reserves the right to discontinue the selection process at any time prior to the awarding of a contract. There will be no reimbursement to any candidate firm if the selection process is terminated. The District reserves the right to waive defects and informalities of the proposals.

A site visit to the CAWD facility is mandatory prior to submitting a Proposal and may be arranged by contacting the Plant Engineer or their successor at (831) 624-1249. Firms that have previously made a site visit are exempt from this requirement.

Questions should be directed to Patrick Treanor, Plant Engineer at treanor@cawd.org or their successor by September 8, 2022, to allow time to be answered and returned to all.

III. PROJECT REQUIREMENTS

CAWD, a California Special District, operates a Wastewater Treatment Facility (WWTF) on the South bank of the Carmel River approximately 1/3-mile West of State Route One (26900 State Highway One). The current annual average daily flow is 1.125 MGD. In processing domestic wastewater, CAWD produces approximately 1,200 to 1,500 standard tons of biosolids annually. The biosolids are the product of sewage sludge that has been stabilized by anaerobic digestion and dewatered by either a Screwpress or a belt-press to approximately 17 to 21% total solids content.

The biosolids are certified as Class B.

Production of biosolids is generally during the five (5) day business week with approximately seven (7) to ten (10) tons produced each operating day.

The Carmel Area Wastewater District is a secondary type of facility utilizing the activated sludge process for secondary treatment. The facility has been designed to treat 4.0 MGD of primarily domestic wastewater. The present permitted capacity is 3.0 MGD. Current flows are 1.125 MGD.

The facility uses a screw press installed in 2016 or a belt filter press installed in 1999 to dewater the digested sludge. CAWD biosolids are currently disposed of by trucking to Kern County where they are composted, and land applied to non-food crops.

The District cannot guarantee condition, quantity, or quality of the material. Notice is hereby given that the quantity, content, and nature of the material may change depending on facility process control changes.

IV. SERVICES TO BE RENDERED

Below is a list of the minimum proposal specifications, in addition to the minimum standards set forth in this document. The Proposer should feel free to include anything with the proposal that will benefit the District.

- The proposal will be in the form of the enclosed Proposal.
- The preferred disposal options are either composting or landfilling. Any proposal requesting acceptance of an alternative technology must contain descriptive information, as well as documentation that the technology has been approved.
- All proposed disposal options must be lawful and must be performed under proper state permits. No waste may be disposed of improperly or in a non-licensed, non-qualified/non-state approved manner. To do so will constitute a violation of the contract between the respective parties.
- The Proposer will assume all responsibility for the safe handling, transport and disposal of the sludge and take title of the material at the time the material is deposited in the Proposer's receptacle. Proposer shall not co-mingle biosolids prior to final disposal.
- Sludge will be collected by the Proposer (or designated representative) from the Carmel Area Wastewater District Facility.
- Access to the treatment facility will be always provided during business hours. In the event an after-hours, weekend, or holiday pickup is required at the District's request, arrangements will be made for facility access.

- The Proposer shall provide for a container trailer for biosolids disposal. At the time of pickup, the Proposer shall place a separate trailer on site, as designated by CAWD, for the next load.
- Pickup of the full trailer and return of the same trailer after disposing of the biosolids will be considered provided the turnaround is not greater than 3 hours. This is not the preferred method and consideration will be given to the preferred method unless there is a significant cost advantage to the alternate method. If a "one-trailer" method is proposed, the proposal shall designate a maximum turnaround time for the emptied trailer to be returned not to exceed 3 hours.
- The Proposer understands that prompt pickup and disposal of biosolids are critical to the wastewater treatment facility operations. The Proposer warrants and guarantees to meet the requirements set forth in this document. In the event of failure to comply with the conditions listed herein within a reasonable time after notice, the District will take all necessary steps to dispose of the biosolids, at the expense of the Proposer, who agrees to pay the costs and charges therefore immediately upon demand.
- The Proposer shall provide competent and properly licensed operators and vehicles for transport and provide all necessary certification that the selected disposal site is properly licensed for the intended purpose. All costs associated with obtaining such permits and licenses shall be considered as included in the unit price.
- All fees including transportation cost shall be provided on a "per ton" basis. Proposed fees shall include container rental, transportation, and all processing and other charges.
- The basis and the method of calculation for any proposed surcharges must be stipulated in the proposal.
- A back-up disposal plan must be provided in case operational or financial problems develop with the proposer's option. The fees for the back-up plan will be the same as the regular disposal rate.

Any extra costs incurred by the CAWD as a result of the back-up disposal plan will be paid for by the Proposer.

- The container used for hauling sludge must be liquid tight and meet all state and federal standards and must be empty when delivered to the District's Wastewater Treatment Facility.
- The Proposer is solely responsible for the condition of its equipment. All equipment shall be properly maintained. Only equipment in good working condition as judged by the District is acceptable. The District may reject equipment found to be in unsatisfactory condition or performing unsatisfactory work. In the event of any rejection by the District, the Proposer must remove the unsatisfactory equipment and replace it with good and acceptable equipment immediately.
- The District will not be responsible for loss or damage of any equipment owned or operated by the Proposer, its agents, or employees on or off District property.
- Facility operations staff will load all wastewater biosolids into the trailers provided by the Supplier. Facility staff will position the trailer using the tractor (Mule) in the facility yard.
- Full sludge containers will be hauled away within 24 hours after notification. Although the District will endeavor to schedule pick-ups for regular business hours, (Monday – Friday 7:00 a.m. to 2:30 p.m., excluding holidays) occasional after-hours, weekend, and holiday pick-ups may be required. Vendor may assess a surcharge for holiday and weekend pickup to the District if specified in the Proposal.
- Biosolids quantities shall be measured by certified scales and the method subject to periodic CAWD inspection and approval. If the biosolids are disposed of at a certified landfill site, the scales and receipts from the landfill operator will be acceptable.
- In the case a disagreement arises regarding weight of a given load, the District reserves the right to have the truck or container weighed at Salinas Valley Truckstop, 721 Vertin Drive, Salinas, CA 93901.

- The successful Proposer may propose an alternate means of biosolids processing and disposal during the course of the contract, as a result of a change in technology. The Proposer must submit descriptive information at the time of the proposed change, as well as documentation that the technology has been approved as a Class B biosolids processing technology by the US EPA and that no permit requirements or other restrictions are imposed.
- The Proposer shall show means and ability to provide immediate cleanup of any spillage during the transportation of wastewater biosolids. Subject to the provisions hereof concerning hazardous waste, the Proposer shall be fully responsible for all costs associated with the cleanup or mitigation of spills during the transportation of wastewater biosolids.
- The Proposer shall be responsible for complying with all local, State and Federal regulatory requirements for the lawful disposal of the wastewater biosolids, as well as all pertinent regulations of Federal, State, and local environmental laws and regulations, including, but not limited to the Federal Clean Air Act, and State and local air pollution and noise ordinances. All costs associated with complying shall be considered as included in the unit price.
- The selected Proposer shall pay all employees performing work on this contract prevailing wages as provided in the Contract, attached hereto.
- The selected Proposer shall provide liability insurance in accordance with the Contract, attached hereto.
- The amount of biosolids to be hauled is an estimate only. Therefore, notice is hereby given that the quantity, content, and nature of the material may change depending on Facility process control changes.
- No minimum wastewater biosolids generation rate is guaranteed.

However, the successful Proposer will be required to dispose of 100% of all wastewater biosolids the District designates for disposal pursuant to this contract even if the total quantity exceeds the estimate.

V. QUALIFICATIONS OF PROPOSAL

Proposer must have a minimum of eighteen (18) months experience in the hauling and disposal of wastewater biosolids. The proposer will provide the District with three (3) references that show the Proposer has met the experience requirements as mentioned above. Proposers must provide documentation that indicates the receiving facility has and is operating in accordance with State and Federal regulations. The Proposer will also provide documentation that indicates the processing facility has the capacity to treat the quantities of sludge generated at the CAWD facility over the life of the contract.

VI. SELECTION

Selection shall be based on the possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, project understanding, approach, ability to comply with proposed or required time of completion or performance, and possession of a satisfactory record of performance as well as cost.

The District reserves the right to accept any proposal, and to reject any or all proposals; to award the proposal to other than the low proposer if deemed "proposal most advantageous to the District"; and to waive any defects in proposals.

VII. PROPOSAL PROTESTS

Any actual or prospective proposer who is aggrieved in connection with the solicitation or award of a proposal or contract may protest and seek resolution of complaints with the Plant Engineer or their successor.

A protest with respect to an invitation for proposals or request for proposals shall be submitted in writing prior to the time for the opening of proposals on the closing day for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to proposal opening or the closing date for proposals. In that event, the protest shall be submitted within three

(3) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.

If a satisfactory resolution of the protest is not achieved by submitting a complaint with the Plant Engineer, the person submitting the protest shall submit a written appeal to the General Manager within three (3) business days of a decision by the Plant Engineer.

Purchasing procedures shall be stayed pending a decision of the General Manager unless the General Manager decides that the award of a contract is necessary to protect substantial interests of the District.

VIII. AGREEMENT

The District's standard services contract is attached. All provisions in the contract are required.

AGREEMENT FOR CONTRACTOR AND/OR OTHER SERVICES

THIS AGREEMENT dated _____, is by and between the **Carmel Area Wastewater District** (hereinafter referred to as the "District") and _____ (hereinafter referred to as "Contractor"), for a project generally described as Wastewater Biosolids Hauling and Disposal Services.

1. GENERAL

The District engages the Contractor to furnish the services as defined in this agreement, at the compensation and upon the terms set forth herein and the Contractor accepts the engagement based upon the stated terms.

2. DUTIES OF THE CONTRACTOR; SERVICES TO BE PERFORMED BY THE CONTRACTOR

A. The Contractor shall perform such duties and services as are listed on Exhibit "A". The services shall be completed according to the time schedule contained in Exhibit "A".

B. Standard of Care: The standard of care applicable to the Contractor's services will be the degree of skill and diligence normally employed by professional engineers or contractors performing the same or similar services. The Contractor will re-perform any services not meeting this standard without additional compensation.

C. Contractor Professional Team: The Contractor shall provide and maintain the professional team to perform the services and furnish the materials in connection with this Agreement whose names and capacities are set forth on Exhibit "B". In the event that any member of that team shall leave the employ of the Contractor or be transferred to another office of the Contractor, the Contractor shall so advise the District and replace their new member who is competent to perform the required work and who shall be satisfactory to the District.

Such other agents or employee contractors or subcontractors not listed on Exhibit "B" as may be required to perform any portion of this Agreement shall be competent and shall be suitably experienced in the function which they perform.

3. SERVICES OR MATERIALS TO BE PERFORMED OR FURNISHED BY DISTRICT

- A. The District shall perform such services or furnish such materials to Contractor in connection with this Agreement as are set forth on Exhibit "C". If there are no entries on Exhibit "C", the District shall not be required to provide any services or furnish any materials to the Contractor. Unless otherwise provided on Exhibit "C", all services and material to be furnished by the District will be without cost to Contractor.
- B. The District will authorize the Contractor in writing to proceed prior to the Contractor starting work on any of the services listed in Exhibit "A".
- C. The District will make its facilities accessible to Contractor as required for Contractor's performance of its services. The District will be responsible for all acts of District's personnel performed within the scope of their employment.
- D. Unless otherwise agreed to in the Scope of Services, the District will obtain, arrange, and pay for all advertisements for bids, permits, and licenses required by local, state, or federal authorities, and land, easements, rights-of-way, and access necessary for the Contractor's services or project construction.

4. PAYMENT BY THE DISTRICT: TIME AND MANNER OF PAYMENT

The District shall pay the Contractor, for all required services and materials furnished to fulfill this Agreement, the amount or amounts and in the time and manner set forth on Exhibit "D". Contractor agrees to accept the stated sums as full compensation for all required services due under this Agreement.

5. ADDITIONAL WORK

The Contractor shall be entitled to extra compensation for services or materials not otherwise required under this Agreement, provided that the District shall first have identified the service or materials as extra, and specifically requested

extra services or materials in writing, and in no event shall the District be liable for payment unless the amount of extra compensation shall first have been agreed to in writing by the District.

6. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religious creed, color, national origin, physical handicap, medical condition, marital status, or sex.

7. COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations affecting the performance of its services under this Agreement.

8. INDEPENDENT CONTRACTOR

The Contractor is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant, or employee of the District.

9. PROJECT REPRESENTATIVES; NOTICES

The District and the Contractor each designate the following persons to act as authorized representatives of the District and the Contractor in matters and decisions pertinent to the timely performance of this Agreement, and each authorized representative will have full powers to bind the District or the Contractor, including, but not limited to, transmitting instructions, receiving information, making project-related decisions not requiring official District approval, processing Contractor payment requests and other matters. All notices or other official correspondence relating to work under this Agreement may be given by being personally delivered, by being placed in the United States mail, first-class postage prepaid, or by being sent by overnight prepaid air freight, addressed to the party to whom notice is to be given. Each notice shall be deemed to be effective upon receipt, if personally delivered or sent by air freight, or five days after being so mailed. Any notice may also be given by facsimile. Notices shall be provided to the following names and addresses:

For the Carmel Area Wastewater District:

Barbara Buikema, General Manager
P. O. Box 221428
Carmel, CA 93922

For the Contractor:

Name:
Firm:
Address:
City, State, Zip:

10. INSURANCE:

Prior to the commencement of services hereunder, the Contractor shall certify and provide evidence of coverage from responsible insurance carriers of the following insurance. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by the District. Contractor shall deliver to District certificates of insurance which shall provide that thirty days' notice will be given to District in the event of a reduction, modification, or cancellation.

- a) Workers' Compensation and Employer's Liability Insurance. Workers' Compensation in compliance with the applicable state and federal laws. Employer's Liability limit \$1,000,000.
- b) Comprehensive General Liability Insurance, including Blanket Contractual, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 per each occurrence/claim, subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.
- c) Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 per each occurrence.

- d) Professional Liability Insurance affording professional liability coverage to a combined single limit of \$1,000,000 per each occurrence/claim subject to a \$2,000,000 annual aggregate.
- e) Excess Liability Insurance following employers' liability afforded by item a) and other coverages afforded by items b), c) and d) set forth above, subject to a combined single limit of liability of \$2,000,000 for each occurrence/ claim/aggregate.
- f) Additional Insured. District shall be included as an additional insured (but not as a named insured) on the Comprehensive General Liability, Comprehensive Automobile Liability and Excess Liability insurance policies described in parts b), c) and e) above; and as evidenced by filing with District the ISO (Insurance Service Office) CG 2010 endorsement form or equivalent. g) No Exclusion. No insurance coverages described herein shall exclude coverage for claims against the Consultant by the District because the District is named as an additional insured.

11. INDEMNITY

The Contractor shall indemnify, defend and hold the District and each officer, director, employee, and agent of the District harmless from and against any and all claims, suits, judgments, liabilities, losses, damages, costs and expenses of any kind (including attorney's fees) which arise in any way out of the work under this Agreement and which are caused in whole or in part by the negligence, willful misconduct or other legal fault of the Contractor or any of its agents, employees, contractors or subcontractors, except to the extent such injury or harm is caused by the District. The Contractor's obligation to indemnify, defend and hold harmless any individual or entity pursuant to the provisions of this section shall be limited to the total insurance policy coverage limits set forth in section 10 so long as the claim for indemnity is insured and covered by the policies listed in section 10. In the event of an uninsured claim, the limit of Contractor's liability shall be \$2,000,000.

12. FORCE MAJEURE

The Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the Contractor.

13. TITLE TO DOCUMENTS

All original calculations, photographs, maps, drawings, plans, design notes and other material or documents developed or used in connection with the performance of this Agreement shall be the property of the District, provided, however, that the Contractor may provide the District with legible photostatic copies in lieu of the originals. Any plans and specifications shall bear the name of the Contractor together with the Contractor's certification number, if any.

If the Contractor's working papers or product includes computer generated statistical material, the Contractor shall provide the material to the District in a mutually agreed upon computer machine-readable format and media.

14. ASSIGNMENT

The Contractor shall not assign or sublet any portion of this Agreement without the express prior written consent of the District, which may be withheld by the District in its discretion.

15. TERMINATION

Without limitation to such rights or remedies as the District shall otherwise have by law, the District shall also have the right to terminate this Agreement for any reason upon seven (7) days' written notice to the contractor. This Agreement may also be terminated by either party upon sixty (60) days' written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the other or if the project is stopped for a period of 60 days by conditions beyond the control of the District.

16. ADDITIONAL PROVISIONS, EXHIBITS

Additional provisions of this Agreement are set forth on Exhibits "A" - "D". All Exhibits shall be attached to this Agreement and are incorporated and made a part by reference.

17. AMENDMENT OR MODIFICATION

This Agreement may be amended, altered, or modified only by written agreement executed by both parties.

18. FURTHER ASSURANCES

Each of the parties agree to execute and deliver to the other such documents and instruments, and to take such actions, as may reasonably be required to effectuate the terms and conditions of this Agreement; provided, however, such covenant shall not have the effect of increasing the obligations of any party pursuant to this Agreement or require any representations and warranties by any party.

19. SEVERABILITY

Should any provision of this Agreement be declared invalid and unenforceable in any jurisdiction by a court of competent jurisdiction, then such portion or provision shall be deemed to be severable, to the extent valid or unenforceable, from this Agreement as to such jurisdiction (but, to the extent permitted by law, not elsewhere) and shall not affect the remainder hereof. Notwithstanding the foregoing, a) such provision of this Agreement shall be interpreted by the parties and by any such court, to the extent possible, in such a manner that such provision shall be deemed to be valid and enforceable, and b) such court shall have the right to make such modifications to any provision of this Agreement as do not materially affect the rights or obligations under this Agreement of the parties hereto and as may be necessary in order for such provision to be valid and enforceable.

20. WAIVER

No waiver of any right or obligation of any of the parties shall be effective unless in a writing, specifying such waiver, executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties of any of their rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

21. ATTORNEYS FEES

Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation, or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

22. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements of the parties, whether written or oral, with respect to such subject matter.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the duly authorized officers of each of the parties effective the date first shown above.

FOR THE DISTRICT

FOR THE CONTRACTOR

By _____

By _____

Title _____

Printed Name _____

Approved as to Form:

Title _____

By _____

Printed Name _____

District Legal Counsel

Title _____

Exhibit "A": Contractor Scope of Services and Schedule

Exhibit "B": Contractor Team

Exhibit "C": District Services

Exhibit "D": Payment Schedule

Exhibit A

Contractor Scope of Services and Work Schedule

Scope of Services

The Contractor shall provide all necessary labor, equipment, and services to transport and dispose of approximately 1,500 tons per year of biosolids from the District's Wastewater Treatment Facility (WWTF) in accordance with the Contractor's Proposal dated _____ and the Specifications to which reference is hereby made.

The Contractor promises and agrees to provide the services as described in the "Notice Inviting Sealed Proposals" and "Instructions to Proposers" each of which is incorporated herein by reference.

Pickup of biosolids shall be scheduled with the District but shall be available on an emergency basis at any time with 12 hours telephonic notice. The Contractor shall provide a point of contact for any emergencies.

It is expressly understood that the District makes no warranty as to the quantity of biosolid to be disposed by the Contractor.

All quantities contained in the Request for Services, the Specifications and this Agreement are best estimates by the District based upon historical data.

The Contractor will ensure their operations are in compliance with all applicable Federal, State, and local rules and regulations.

Biosolids from CAWD will be tracked and deposited on a specified site which will not be used for disposal of biosolids or wastes from other sources.

The contractor will assume all responsibility for the safe handling, transport and disposal of the sludge and take title of the material at the time of the material is deposited in the contractor's receptacle.

Project Schedule

The District and Contractor shall coordinate efforts to schedule the first date of pick-up of biosolids from the WWTF on or about December 1, 2012.

This agreement shall be in force for a period of three years, commencing on said first date of pick-up.

Exhibit B

Contractor Team

The Contractor’s team for this project shall consist of:

Project Manager: _____

Emergency Contact: _____

Transportation Subcontractor: _____

Data Management Contractor: _____

Exhibit C

District Services

The District shall provide the following services:

1. Biosolids monitoring data as specified in the Proposal.
2. Certification that biosolids meet regulatory requirements.
3. Provide access for pickup of biosolids Monday through Friday 7:00 A.M. to 3:00 P.M. (The Contractor shall ensure that all operations are complete and transport vehicles have departed the WWTF by 3:30 P.M.)

In addition, the District agrees that, at the time of removal by the Contractor, the Biosolids shall meet, with respect to 40 CFR Part 503, the metal ceiling concentrations and metals pollutant concentration requirements, the pathogen reduction standards, the vector attraction reduction requirements, and District will hold Contractor harmless from any liability if said requirements are not met. Additionally, the Biosolids shall be non-hazardous per State criteria.

Exhibit D

Payment Schedule

District shall pay the Contractor on a monthly basis for the quantity of biosolids transported and disposed at the unit rate of \$_____per ton. The unit rate includes all incidental costs including but not limited to taxes, permits and insurance. Invoices shall be sent to the District for the previous calendar month's quantities and the District will issue payment within 30 calendar days from receipt of the invoice.

Quantities stated in the invoices shall be certified by the Contractor as being correct and documented by weigh tags from certified scales.

IX. PROPOSAL FORM

Cost per wet ton to pick up, transport and dispose of the Carmel Area Wastewater District’s treatment plant biosolids, including the rental of containers

ITEM NO.	DESCRIPTION OF WORK	EST. QTY. IN TONS (annually)	UNIT PRICE (price per ton)	TOTAL COST
1	Preferred Method: Furnish all applicable labor, materials, equipment, disposal site, permits (if necessary), fees, regulatory reports, monthly disposal reports and other appurtenances of services to receive, transport and legally dispose of approximately 2,000 tons annually of wastewater biosolids at a permitted disposal site.	1,200 - 1,500	\$	\$
2	Alternate Method:	1,200 - 1,500	\$	\$
TOTAL BID				\$

Item No.:

1. Preferred Method with replacement trailer on site at all times
2. Alternate Method: “one trailer” with 2 hr maximum return time

If Alternate Method is proposed state maximum turnaround time:
 _____ hrs

Additional Costs:

a. Surcharge for Holiday/Weekend pickup? Yes / No Amount: _____

Submitted on _____, 2012

By _____
Proposer's Signature

By: _____
Name of Firm/Company

By _____
Name of Person Authorized to Sign

Title _____

Business Address _____

Phone No. _____ Email _____

X. Separate File to be emailed with the CAWD biosolids analytical report