

## SUMMARY OF WORK

### 1.1 GENERAL

- A. The CONTRACTOR, under the terms of this contract, shall provides all labor, materials, supplies, equipment and transportation which are necessary and required for the execution of work under this Contract.

### 1.2 DESCRIPTION OF WORK

- A. The work includes hauling and disposal of approximately 500,000 gallons per year of municipal liquid sludge from the Wastewater Treatment Plant located off of S.R. 93 along the railroad.
- B. Percent solids range for sludge is 1% to 4%.
- C. The Contractor shall be responsible for hauling the sludge from the plant for the length of the Contract. In the event his truck breaks down, the Contractor will be responsible for obtaining alternate means for hauling the sludge. The volume and frequency of sludge removal will be determined by the Borough.
- D. The Contactor shall be responsible for loading the liquid sludge from the sludge holding tank to his truck. Sludge should be hauled in a straight truck and not a tractor trailer.

### 1.3 HAULING SCHEDULE

- A. Based on a schedule set up between the Owner and the Contractor, the Contractor's truck shall enter the treatment plant to pick up sludge on an as-required basis and as deemed necessary by the Owner. Entrance to the plant shall not be before 7:00 a.m. or later than 2:00 p.m.
- B. The Contractor shall notify the Owner within eight (8) hours of the inability to haul the sludge due to the weather or mechanical conditions.
- C. The truck shall pick up the sludge for removal to the approved location. A record will be kept by the Plant, signed by the Contractor and the Owner, noting the date and gallons of sludge removed.
- D. The Contractor shall keep a similar record of loads, signed by the Representative at the disposal location and the Contractor of the volume of sludge disposed of.
- E. The Contractor shall be responsible for completing sludge removal manifest forms on a trip basis which will be provided by the Owner.
- F. The number of trips per month will depend on the volume of sludge disposed of that month.
- G. A copy of the disposal records shall be returned with the Contractor's monthly bill verifying the volume of sludge hauled.
- H. Location within the Plant site for pick-up of sludge will be determined by the Owner.
- I. The Contractor shall be responsible for completing an annual sludge report as required by State regulations.

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### 1.4 DESCRIPTION OF SLUDGE

- A. The liquid sludge is digested sludge generated at the Borough of Nesquehoning Wastewater Treatment Plant. An analysis of the sludge if you have, otherwise make the hauler responsible for analyzing the sludge.
- B. The Contractor will be required to dispose of any and all sludge withdrawn from the treatment plant regardless of any variation from the information included in these specifications.
- C. The liquid sludge will be stabilized by the Owner via aerobic digestion.

### 1.5 PERMITS

- A. The Contractor shall obtain and maintain current all necessary permits and/or approvals from the appropriate local, county, state or federal agencies for the transportation of the sludge. One copy of all permits and/or approvals required for the complete and satisfactory performance under this Contract shall be submitted with the Bid Documents as required by Paragraph 11 of the Bid Form. If the bid is submitted without the required permits and/or approvals, this may be cause for rejection of the bid.

### 1.6 SAFETY REQUIREMENTS

- A. The Contractor shall be responsible for maintaining the safety of his operations. He shall perform his work in such a manner to ensure the safety of the Owner's equipment, properties, and all personnel at the Wastewater Treatment Plant site. He shall also be responsible for the safety of his equipment and personnel.

### 1.7 INDEMNIFICATION

- A. Contractor shall defend, indemnify and hold harmless the Owner and the Engineer and their agents, officers and employees from and against any and all claims, damages, losses and expenses including, but not limited to, costs and attorney's fees arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense as:
  - 1. Attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom.
  - 2. Caused in whole or in part by any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- B. In any and all claims against Owner or Engineer or any of their agents, officers, or employees by any employee of Contractor, an Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph "A" above shall not be limited in any way by any limitation on the amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.