

 CLAYTON COUNTY Water AUTHORITY 1600 Battle Creek Road, Morrow, GA 30260	Residual Biosolids Management	
	ADDENDUM 2	
	DATE	April 17, 2019
	BID NUMBER	2019-WR-06
BID OPENING DATE	Tuesday, May 7, 2019 at 3:30 p.m. local time	
ADDENDUM MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFB.		

REVISIONS:

- Replace Attachment A and Attachment B included in Addendum 1 to the RFB Documents with the revised Attachments A and B provided with this Addendum.**

Revised attachments show more recent analytical data.

<i>Acknowledgment of receipt of this addendum must be signed and included in your bid response.</i>	
COMPANY NAME	
SIGNATURE	
DATE	

Revised

ATTACHMENT A

August 22, 2018

Ms. Jennifer Brandon
Clayton Co Water Authority
688 Flint River Road
Jonesboro, GA 30238

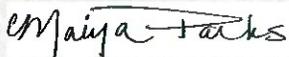
RE: Project: Sludge Cake/WBC Grit
Pace Project No.: 267682

Dear Ms. Brandon:

Enclosed are the analytical results for sample(s) received by the laboratory on July 31, 2018. The results relate only to the samples included in this report. Results reported herein conform to the most current, applicable TNI/NELAC standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Maiya Parks
maiya.parks@pacelabs.com
(770)734-4200
Project Manager

Enclosures

cc: Mr. Van Beaty, Clayton Co Water Authority
Mr. Tony Somerville, Clayton Co Water Authority



REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: Sludge Cake/WBC Grit
Pace Project No.: 267682

Sample: Pelletizing Sludge Cake Lab ID: 267682001 Collected: 07/31/18 13:00 Received: 07/31/18 14:20 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	Reg. Limit	DF	Prepared	Analyzed	CAS No.	Qual
6010D MET ICP									
Analytical Method: EPA 6010D Preparation Method: EPA 3050B									
Arsenic	ND	mg/kg	0.50		1	08/03/18 15:00	08/06/18 15:32	7440-38-2	
Cadmium	0.46	mg/kg	0.17		1	08/03/18 15:00	08/06/18 15:32	7440-43-9	
Calcium	1360	mg/kg	333		20	08/03/18 15:00	08/07/18 14:49	7440-70-2	
Chromium	2.9	mg/kg	0.17		1	08/03/18 15:00	08/06/18 15:32	7440-47-3	
Copper	46.6	mg/kg	0.33		1	08/03/18 15:00	08/06/18 15:32	7440-50-8	
Iron	4760	mg/kg	13.3		20	08/03/18 15:00	08/07/18 14:49	7439-89-6	
Lead	4.3	mg/kg	0.42		1	08/03/18 15:00	08/06/18 15:32	7439-92-1	
Molybdenum	1.1	mg/kg	0.67		1	08/03/18 15:00	08/06/18 15:32	7439-98-7	
Nickel	1.8	mg/kg	0.33		1	08/03/18 15:00	08/06/18 15:32	7440-02-0	
Phosphorus	0.40	%	0.00033		1	08/03/18 15:00	08/06/18 15:32	7723-14-0	
Potassium	0.053	%	0.0067		20	08/03/18 15:00	08/07/18 14:49	7440-09-7	
Selenium	ND	mg/kg	0.67		1	08/03/18 15:00	08/06/18 15:32	7782-49-2	
Zinc	85.2	mg/kg	0.33		1	08/03/18 15:00	08/06/18 15:32	7440-66-6	
6010D MET ICP, TCLP									
Analytical Method: EPA 6010D Preparation Method: EPA 3010A									
Leachate Method/Date: EPA 1311; 08/02/18 12:30 Initial pH: 5.5; Final pH: 5.15									
Arsenic	ND	mg/L	0.30		5	1	08/03/18 13:36	08/06/18 17:39	7440-38-2
Barium	ND	mg/L	0.50	100	1	1	08/03/18 13:36	08/06/18 17:39	7440-39-3
Cadmium	ND	mg/L	0.10	1	1	1	08/03/18 13:36	08/06/18 17:39	7440-43-9
Chromium	ND	mg/L	0.10	5	1	1	08/03/18 13:36	08/06/18 17:39	7440-47-3
Lead	ND	mg/L	0.25	5	1	1	08/03/18 13:36	08/06/18 17:39	7439-92-1
Selenium	ND	mg/L	0.40	1	1	1	08/03/18 13:36	08/06/18 17:39	7782-49-2
Silver	ND	mg/L	0.10	5	1	1	08/03/18 13:36	08/06/18 17:39	7440-22-4
7470 Mercury, TCLP									
Analytical Method: EPA 7470A Preparation Method: EPA 7470A									
Leachate Method/Date: EPA 1311; 08/02/18 12:30 Initial pH: 5.5; Final pH: 5.15									
Mercury	ND	mg/L	0.0050	.2	1	1	08/07/18 13:05	08/07/18 18:41	7439-97-6
7471 Mercury									
Analytical Method: EPA 7471B Preparation Method: EPA 7471B									
Mercury	ND	mg/kg	0.25		1	1	08/06/18 12:10	08/06/18 16:36	7439-97-6
8270D MSSV TCLP									
Analytical Method: EPA 8270D Preparation Method: EPA 3510C									
Leachate Method/Date: EPA 1311; 08/02/18 12:30 Initial pH: 5.5; Final pH: 5.15									
1,4-Dichlorobenzene	ND	mg/L	0.10	7.5	1	1	08/07/18 11:00	08/07/18 18:38	106-46-7
2,4-Dinitrotoluene	ND	mg/L	0.10	.13	1	1	08/07/18 11:00	08/07/18 18:38	121-14-2
Hexachloro-1,3-butadiene	ND	mg/L	0.10	.5	1	1	08/07/18 11:00	08/07/18 18:38	87-68-3
Hexachlorobenzene	ND	mg/L	0.10	.13	1	1	08/07/18 11:00	08/07/18 18:38	118-74-1
Hexachloroethane	ND	mg/L	0.10	3	1	1	08/07/18 11:00	08/07/18 18:38	67-72-1
2-Methylphenol(o-Cresol)	ND	mg/L	0.10	200	1	1	08/07/18 11:00	08/07/18 18:38	95-48-7
3&4-Methylphenol(m&p Cresol)	0.15	mg/L	0.10	200	1	1	08/07/18 11:00	08/07/18 18:38	
Nitrobenzene	ND	mg/L	0.10	2	1	1	08/07/18 11:00	08/07/18 18:38	98-95-3
Pentachlorophenol	ND	mg/L	0.10	100	1	1	08/07/18 11:00	08/07/18 18:38	87-86-5
Pyridine	ND	mg/L	0.10	5	1	1	08/07/18 11:00	08/07/18 18:38	110-86-1
2,4,5-Trichlorophenol	ND	mg/L	0.10	400	1	1	08/07/18 11:00	08/07/18 18:38	95-95-4 L2
2,4,6-Trichlorophenol	ND	mg/L	0.10	2	1	1	08/07/18 11:00	08/07/18 18:38	88-06-2 L2

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: Sludge Cake/WBC Grit
Pace Project No.: 267682

Sample: Pelletizing Sludge Cake Lab ID: 267682001 Collected: 07/31/18 13:00 Received: 07/31/18 14:20 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	Reg. Limit	DF	Prepared	Analyzed	CAS No.	Qual
8270D MSSV TCLP									
Analytical Method: EPA 8270D Preparation Method: EPA 3510C									
Leachate Method/Date: EPA 1311; 08/02/18 12:30 Initial pH: 5.5; Final pH: 5.15									
Surrogates									
Nitrobenzene-d5 (S)	59	%	16-116		1	08/07/18 11:00	08/07/18 18:38	4165-60-0	
2-Fluorobiphenyl (S)	70	%	30-124		1	08/07/18 11:00	08/07/18 18:38	321-60-8	
p-Terphenyl-d14 (S)	84	%	42-144		1	08/07/18 11:00	08/07/18 18:38	1718-51-0	
Phenol-d6 (S)	25	%	10-60		1	08/07/18 11:00	08/07/18 18:38	13127-88-3	
2-Fluorophenol (S)	38	%	11-72		1	08/07/18 11:00	08/07/18 18:38	367-12-4	
2,4,6-Tribromophenol (S)	75	%	33-139		1	08/07/18 11:00	08/07/18 18:38	118-79-6	
8260B MSV TCLP									
Analytical Method: EPA 8260B Leachate Method/Date: EPA 1311; 08/08/18 15:22									
Benzene	ND	mg/L	0.020	.5	1		08/09/18 19:17	71-43-2	
2-Butanone (MEK)	3.0	mg/L	1.0	200	1		08/10/18 14:35	78-93-3	
Carbon tetrachloride	ND	mg/L	0.020	.5	1		08/09/18 19:17	56-23-5	
Chlorobenzene	ND	mg/L	0.020	100	1		08/09/18 19:17	108-90-7	
Chloroform	ND	mg/L	0.020	6	1		08/09/18 19:17	67-66-3	
1,2-Dichloroethane	ND	mg/L	0.020	.5	1		08/09/18 19:17	107-06-2	
1,1-Dichloroethene	ND	mg/L	0.020	.7	1		08/09/18 19:17	75-35-4	
Tetrachloroethene	ND	mg/L	0.020	.7	1		08/09/18 19:17	127-18-4	
Trichloroethene	ND	mg/L	0.020	.5	1		08/09/18 19:17	79-01-6	
Vinyl chloride	ND	mg/L	0.020	.2	1		08/09/18 19:17	75-01-4	
Surrogates									
1,2-Dichloroethane-d4 (S)	107	%	78-120		1		08/09/18 19:17	17060-07-0	
Dibromofluoromethane (S)	102	%	80-120		1		08/09/18 19:17	1868-53-7	
4-Bromofluorobenzene (S)	103	%	80-120		1		08/09/18 19:17	460-00-4	
Toluene-d8 (S)	101	%	80-120		1		08/09/18 19:17	2037-26-5	
9071 HEM TPH in Soil									
Analytical Method: EPA 9071M Preparation Method: EPA 9071M									
Total Petroleum Hydrocarbons	ND	mg/kg	99.9		1	08/07/18 08:00	08/07/18 12:00		
Percent Moisture									
Analytical Method: Pace SOP #204									
Percent Moisture	82.2	%	0.10		1		08/02/18 15:51		
9045 pH Soil									
Analytical Method: EPA 9045D									
pH at 25 Degrees C	5.6	Std. Units	1.0		1		08/01/18 09:42		
9095B Paint Filter Liquid Test									
Analytical Method: EPA 9095B									
Free Liquids	PASS				1		08/01/18 15:45		
Total Nitrogen Calculation									
Analytical Method: TKN+NOx Calculation									
Total Nitrogen Soil	9550	mg/kg	40.0		1		08/17/18 12:44		
350.1 Ammonia									
Analytical Method: EPA 350.1 Preparation Method: EPA 350.1									
Nitrogen, Ammonia	723	mg/kg	10		1	08/03/18 12:00	08/06/18 15:24	7664-41-7	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: Sludge Cake/WBC Grit
Pace Project No.: 267682

Sample: Pelletizing Sludge Cake Lab ID: 267682001 Collected: 07/31/18 13:00 Received: 07/31/18 14:20 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	Reg. Limit	DF	Prepared	Analyzed	CAS No.	Qual
351.2 Total Kjeldahl Nitrogen	Analytical Method: EPA 351.2 Preparation Method: EPA 351.2								
Nitrogen, Kjeldahl, Total	9550	mg/kg	772		20	08/02/18 10:37	08/03/18 08:23	7727-37-9	M6
9056 IC Anions	Analytical Method: EPA 9056A Preparation Method: EPA 9056A								
Nitrate as N	ND	mg/kg	0.99		1	08/03/18 12:22	08/06/18 16:09	14797-55-8	M1
Nitrogen, NO2 plus NO3	ND	mg/kg	0.99		1	08/03/18 12:22	08/06/18 16:09		M1

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL ENVIRONMENTAL SERVICES, INC.

November 27, 2018

Jennifer Brandon
Clayton County Water Authority

688 Flint River Rd
Jonesboro GA 30238

RE: Clayton County Water Authority

Dear Jennifer Brandon:

Order No: 1811D73

Analytical Environmental Services, Inc. received 1 samples on November 15, 2018 11:10 am for the analyses presented in following report.

No problems were encountered during the analyses. Additionally, all results for the associated Quality Control samples were within EPA and/or AES established limits. Any discrepancies associated with the analyses contained herein will be noted and submitted in the form of a project Case Narrative.

AES's accreditations are as follows:

-NELAP/State of Florida Laboratory ID E87582 for analysis of Non-Potable Water, Solid & Chemical Materials, Air & Emissions Volatile Organics, and Drinking Water Microbiology & Metals, effective 07/01/18-06/30/19.

State of Georgia, Department of Natural Resources ID #800 for analysis of Drinking Water Metals, effective 07/01/18-06/30/19 and Total Coliforms/ E. coli, effective 04/25/17-04/24/20.

-AIHA-LAP, LLC Laboratory ID: 100671 for Industrial Hygiene samples (Organics, Metals, PCM Asbestos, Gravimetric), Environmental Lead (Paint, Soil, Dust Wipes, Air), and Environmental Microbiology (Fungal) Direct Examination, effective until 11/01/19.

These results relate only to the items tested. This report may only be reproduced in full.

If you have any questions regarding these test results, please feel free to call.

Sincerely,

Mirzeta Kararic

Project Manager



CLAYTON COUNTY Water AUTHORITY

Water Reclamation Laboratory
 688 Flint River Rd.
 Jonesboro, GA. 30238
 (770) 478-7496 Fax (770) 478-7301
 Permit #: GA0038423 / GA02-008

				Analysis						
Date	Time	Sample Description	Pres.	Composite/Grab	503 Parameters	Paint Filter	TPH (Total petroleum Hydrocarbons)	TCLP Metals	TCLP Volatiles	TCLP Semi-Volatiles
11-13-18	1:30	Shoal Creek Sludge Cake	Ice	G	X	X	X	X	X	X

Sampled By: <i>Mike Crabtree</i> Date: <i>11-13-18</i> Time: <i>1:30</i> Relinquished By: <i>Mike Crabtree</i> Date: <i>11-13-18</i> Time: <i>2:00</i> Received By: <i>Shane Wingate</i> Date: <i>11-13-18</i> Time: <i>2:00</i> Relinquished By: <i>Shane Wingate</i> Date: <i>11-15-18</i> Time: <i>11:10</i> Received By: <i>J. McGee</i> Date: <i>11/15/18</i> Time: <i>11:10</i> ^{jm 11/15}	Additional Information <i>pH: 6.46</i> <i>client</i>
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Analytical Environmental Services, Inc

Date: 27-Nov-18

Client: Clayton County Water Authority	Client Sample ID: SHOAL CREEK SLUDGE CAK
Project Name: Clayton County Water Authority	Collection Date: 11/13/2018 1:30:00 PM
Lab ID: 1811D73-001	Matrix: Sludge

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TOTAL MERCURY SW7471B					(SW7471B)			
Mercury	BRL	0.198		mg/Kg-dry	270401	1	11/21/2018 14:05	AJ
Paint Filter Liquids Test E9095B								
Free Liquid	NEGATIVE	0		ml	R385210	1	11/21/2018 17:15	AA
MERCURY, TCLP SW1311/7470A					(SW7470A)			
Mercury	BRL	0.00400		mg/L	270545	1	11/21/2018 14:41	CD
ICP METALS, TCLP SW1311/6010D					(SW3010A)			
Arsenic	BRL	0.250		mg/L	270566	1	11/23/2018 15:43	DG
Barium	BRL	0.500		mg/L	270566	1	11/23/2018 15:43	DG
Cadmium	BRL	0.0250		mg/L	270566	1	11/23/2018 15:43	DG
Chromium	BRL	0.0500		mg/L	270566	1	11/23/2018 15:43	DG
Lead	BRL	0.0500		mg/L	270566	1	11/23/2018 15:43	DG
Selenium	BRL	0.100		mg/L	270566	1	11/23/2018 15:43	DG
Silver	BRL	0.0250		mg/L	270566	1	11/23/2018 15:43	DG
METALS, TOTAL SW6010D					(SW3050B)			
Arsenic	BRL	7.03		mg/Kg-dry	270421	1	11/23/2018 15:31	DG
Cadmium	BRL	3.52		mg/Kg-dry	270421	1	11/23/2018 15:31	DG
Copper	54.3	3.52		mg/Kg-dry	270421	1	11/23/2018 15:31	DG
Iron	13100	1410		mg/Kg-dry	270421	20	11/23/2018 17:00	DG
Lead	BRL	7.03		mg/Kg-dry	270421	1	11/23/2018 15:31	DG
Molybdenum	BRL	7.03		mg/Kg-dry	270421	1	11/23/2018 15:31	DG
Nickel	BRL	7.03		mg/Kg-dry	270421	1	11/23/2018 15:31	DG
Potassium	1100	141		mg/Kg-dry	270421	1	11/23/2018 15:31	DG
Selenium	BRL	7.03		mg/Kg-dry	270421	1	11/23/2018 15:31	DG
Zinc	107	7.03		mg/Kg-dry	270421	1	11/23/2018 15:31	DG
PERCENT MOISTURE D2216								
Percent Moisture	56.3	0		wt%	R384953	1	11/19/2018 14:30	JW

Qualifiers:

- * Value exceeds maximum contaminant level
- BRL Below reporting limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated method blank
- > Greater than Result value

- E Estimated (value above quantitation range)
- S Spike Recovery outside limits due to matrix
- Narr See case narrative
- NC Not confirmed
- < Less than Result value
- J Estimated value detected below Reporting Limit



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

December 12, 2018

Jennifer Brandon
Clayton County Water Authority
688 Flint River Rd
Jonesboro GA 30328

RE: Shoal Creek Sludge Cake

Dear Jennifer Brandon:

Order No: 1811N73

Analytical Environmental Services, Inc. received 1 samples on 11/28/2018 11:35:00 AM for the analyses presented in following report.

No problems were encountered during the analyses. Additionally, all results for the associated Quality Control samples were within EPA and/or AES established limits. Any discrepancies associated with the analyses contained herein will be noted and submitted in the form of a project Case Narrative.

AES's accreditations are as follows:

-NELAP/State of Florida Laboratory ID E87582 for analysis of Non-Potable Water, Solid & Chemical Materials, Air & Emissions Volatile Organics, and Drinking Water Microbiology & Metals, effective 07/01/18-06/30/19.

State of Georgia, Department of Natural Resources ID #800 for analysis of Drinking Water Metals, effective 07/01/18-06/30/19 and Total Coliforms/ E. coli, effective 04/25/17-04/24/20.

-AIHA-LAP, LLC Laboratory ID: 100671 for Industrial Hygiene samples (Organics, Metals, PCM Asbestos, Gravimetric), Environmental Lead (Paint, Soil, Dust Wipes, Air), and Environmental Microbiology (Fungal) Direct Examination, effective until 11/01/19.

These results relate only to the items tested. This report may only be reproduced in full.

If you have any questions regarding these test results, please feel free to call.

Sincerely,

Mirzeta Kararic
Project Manager



CLAYTON COUNTY
Water
AUTHORITY

Water Reclamation Laboratory
688 Flint River Rd.
Jonesboro, GA. 30238
(770) 478-7496 Fax (770) 478-7301
Permit #: GA0038423 / GA02-008

Composite/Grab

TCLP

VOC

SVOC

First Aliquot Date	Last Aliquot Date	Time	Sample Description	Pres.	Composite/Grab	TCLP	VOC	SVOC
11-27-18	11-28-18 ^{SW}	9:00	Shoal Creek Sludge Cake	I	G	X	X	X

Sampled By: Mike Crabtree	Date: 11-27-18	Time: 9:00	Ad
Relinquished By: Mike Crabtree	Date: 11-28-18	Time: 10:00	
Received By: Shane Wingate	Date: 11-28-18	Time: 10:00	
Relinquished By: Shane Wingate	Date: 11-28-18	Time: 11:28	
Received By: J McCarty	Date: 11-28-18	Time: 11:35	

Client

Client: Clayton County Water Authority	Client Sample ID: SHOAL CREEK SLUDGE CAK
Project Name: Shoal Creek Sludge Cake	Collection Date: 11/27/2018 9:00:00 AM
Lab ID: 1811N73-001	Matrix: Sludge

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
VOLATILES, TCLP SW1311/8260B		(SW5030B)						
1,1-Dichloroethene	BRL	0.10		mg/L	270999	20	11/30/2018 14:02	CC
1,2-Dichloroethane	BRL	0.10		mg/L	270999	20	11/30/2018 14:02	CC
2-Butanone	BRL	0.20		mg/L	270999	20	11/30/2018 14:02	CC
Benzene	BRL	0.10		mg/L	270999	20	11/30/2018 14:02	CC
Carbon tetrachloride	BRL	0.10		mg/L	270999	20	11/30/2018 14:02	CC
Chlorobenzene	BRL	0.10		mg/L	270999	20	11/30/2018 14:02	CC
Chloroform	BRL	0.10		mg/L	270999	20	11/30/2018 14:02	CC
Tetrachloroethene	BRL	0.10		mg/L	270999	20	11/30/2018 14:02	CC
Trichloroethene	BRL	0.10		mg/L	270999	20	11/30/2018 14:02	CC
Vinyl chloride	BRL	0.040		mg/L	270999	20	11/30/2018 14:02	CC
Surr: 4-Bromofluorobenzene	104	63.1-120		%REC	270999	20	11/30/2018 14:02	CC
Surr: Dibromofluoromethane	91.8	76.1-126		%REC	270999	20	11/30/2018 14:02	CC
Surr: Toluene-d8	98.8	75.3-119		%REC	270999	20	11/30/2018 14:02	CC
SEMIVOLATILES ORGANICS, TCLP SW1311/8270D		(SW3510C)						
1,4-Dichlorobenzene	BRL	0.10		mg/L	270841	1	12/03/2018 23:47	YH
2,4,5-Trichlorophenol	BRL	0.10		mg/L	270841	1	12/03/2018 23:47	YH
2,4,6-Trichlorophenol	BRL	0.10		mg/L	270841	1	12/03/2018 23:47	YH
2,4-Dinitrotoluene	BRL	0.10		mg/L	270841	1	12/03/2018 23:47	YH
Hexachlorobenzene	BRL	0.10		mg/L	270841	1	12/03/2018 23:47	YH
Hexachlorobutadiene	BRL	0.10		mg/L	270841	1	12/03/2018 23:47	YH
Hexachloroethane	BRL	0.10		mg/L	270841	1	12/03/2018 23:47	YH
m,p-Cresol	BRL	0.10		mg/L	270841	1	12/03/2018 23:47	YH
Nitrobenzene	BRL	0.10		mg/L	270841	1	12/03/2018 23:47	YH
o-Cresol	BRL	0.10		mg/L	270841	1	12/03/2018 23:47	YH
Pentachlorophenol	BRL	0.50		mg/L	270841	1	12/03/2018 23:47	YH
Pyridine	BRL	0.10		mg/L	270841	1	12/03/2018 23:47	YH
Cresols, Total	BRL	0.10		mg/L	270841	1	12/03/2018 23:47	YH
Surr: 2,4,6-Tribromophenol	91.8	49.6-128		%REC	270841	1	12/03/2018 23:47	YH
Surr: 2-Fluorobiphenyl	90.2	52.2-124		%REC	270841	1	12/03/2018 23:47	YH
Surr: 2-Fluorophenol	75.5	44-129		%REC	270841	1	12/03/2018 23:47	YH
Surr: 4-Terphenyl-d14	88.3	63.2-145		%REC	270841	1	12/03/2018 23:47	YH
Surr: Nitrobenzene-d5	88	53.6-124		%REC	270841	1	12/03/2018 23:47	YH
Surr: Phenol-d5	76.6	50.6-125		%REC	270841	1	12/03/2018 23:47	YH

Qualifiers:

- * Value exceeds maximum contaminant level
- BRL Below reporting limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated method blank
- > Greater than Result value
- E Estimated (value above quantitation range)
- S Spike Recovery outside limits due to matrix
- Narr See case narrative
- NC Not confirmed
- < Less than Result value
- J Estimated value detected below Reporting Limit

February 11, 2019

Ms. Jennifer Brandon
Clayton Co Water Authority
688 Flint River Road
Jonesboro, GA 30238

RE: Project: Shoal Creek Sludge Cake
Pace Project No.: 2614272

Dear Ms. Brandon:

Enclosed are the analytical results for sample(s) received by the laboratory on January 30, 2019. The results relate only to the samples included in this report. Results reported herein conform to the most current, applicable TNI/NELAC standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Nikita Kuruganty
nikita.kuruganty@pacelabs.com
(770)734-4200
Project Manager

Enclosures

cc: Mr. Van Beaty, Clayton Co Water Authority
Mr. Tony Somerville, Clayton Co Water Authority



REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

November 27, 2018

Jennifer Brandon
Clayton County Water Authority

688 Flint River Rd
Jonesboro GA 30238

RE: Clayton County Water Authority

Dear Jennifer Brandon:

Order No: 1811D72

Analytical Environmental Services, Inc. received 1 samples on November 15, 2018 11:10 am for the analyses presented in following report.

No problems were encountered during the analyses. Additionally, all results for the associated Quality Control samples were within EPA and/or AES established limits. Any discrepancies associated with the analyses contained herein will be noted and submitted in the form of a project Case Narrative.

AES's accreditations are as follows:

-NELAP/State of Florida Laboratory ID E87582 for analysis of Non-Potable Water, Solid & Chemical Materials, Air & Emissions Volatile Organics, and Drinking Water Microbiology & Metals, effective 07/01/18-06/30/19.

State of Georgia, Department of Natural Resources ID #800 for analysis of Drinking Water Metals, effective 07/01/18-06/30/19 and Total Coliforms/ E. coli, effective 04/25/17-04/24/20.

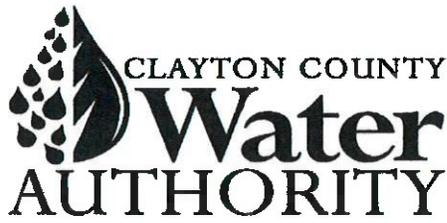
-AIHA-LAP, LLC Laboratory ID: 100671 for Industrial Hygiene samples (Organics, Metals, PCM Asbestos, Gravimetric), Environmental Lead (Paint, Soil, Dust Wipes, Air), and Environmental Microbiology (Fungal) Direct Examination, effective until 11/01/19.

These results relate only to the items tested. This report may only be reproduced in full.

If you have any questions regarding these test results, please feel free to call.

Sincerely,

Mirzeta Kararic
Project Manager



CLAYTON COUNTY
Water
AUTHORITY

Water Reclamation Laboratory
688 Flint River Rd.
Jonesboro, GA. 30238
(770) 478-7496 Fax (770) 478-7301
Permit #: GA0038423 / GA02-008

				Composite/Grab	503 Parameters	Paint Filter	TPH (Total petroleum Hydrocarbons)	TCLP Metals	TCLP Volatiles	TCLP Semi-Volatiles	Analysis:
Date	Time	Sample Description	Pres.								
11-14-18	7:00P	Northeast Sludge Cake	Ice	G	X	X	X	X	X	X	

Sampled By: <i>Carmen Buras</i>	Date: 11-14-18	Time: 7:00P	Additional Information <i>pH: 7.1</i>
Relinquished By: <i>Carmen Buras</i>	Date: 11-14-18	Time: 7:00	
Received By: <i>Shane Wingate</i>	Date: 11-15-18	Time: 10:15	
Relinquished By: <i>Shane Wingate</i>	Date: 11-15-18	Time: 11:10	
Received By: <i>Jim McGly</i>	Date: 11/15/18	Time: 11:09 11:10	

client

Client: Clayton County Water Authority	Client Sample ID: NORTHEAST SLUDGE CAKE
Project Name: Clayton County Water Authority	Collection Date: 11/14/2018 7:00:00 PM
Lab ID: 1811D72-001	Matrix: Sludge

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TOTAL MERCURY SW7471B					(SW7471B)			
Mercury	0.319	0.259		mg/Kg-dry	270401	1	11/21/2018 14:02	AJ
Paint Filter Liquids Test E9095B								
Free Liquid	NEGATIVE	0		ml	R385210	1	11/21/2018 17:15	AA
MERCURY, TCLP SW1311/7470A					(SW7470A)			
Mercury	BRL	0.00400		mg/L	270545	1	11/21/2018 14:38	CD
ICP METALS, TCLP SW1311/6010D					(SW3010A)			
Arsenic	BRL	0.250		mg/L	270566	1	11/23/2018 15:39	DG
Barium	BRL	0.500		mg/L	270566	1	11/23/2018 15:39	DG
Cadmium	BRL	0.0250		mg/L	270566	1	11/23/2018 15:39	DG
Chromium	BRL	0.0500		mg/L	270566	1	11/23/2018 15:39	DG
Lead	BRL	0.0500		mg/L	270566	1	11/23/2018 15:39	DG
Selenium	BRL	0.100		mg/L	270566	1	11/23/2018 15:39	DG
Silver	BRL	0.0250		mg/L	270566	1	11/23/2018 15:39	DG
METALS, TOTAL SW6010D					(SW3050B)			
Arsenic	BRL	11.3		mg/Kg-dry	270421	1	11/23/2018 15:29	DG
Cadmium	BRL	5.67		mg/Kg-dry	270421	1	11/23/2018 15:29	DG
Copper	111	5.67		mg/Kg-dry	270421	1	11/23/2018 15:29	DG
Iron	7450	1130		mg/Kg-dry	270421	10	11/23/2018 16:57	DG
Lead	BRL	11.3		mg/Kg-dry	270421	1	11/23/2018 15:29	DG
Molybdenum	BRL	11.3		mg/Kg-dry	270421	1	11/23/2018 15:29	DG
Nickel	BRL	11.3		mg/Kg-dry	270421	1	11/23/2018 15:29	DG
Potassium	2060	227		mg/Kg-dry	270421	1	11/23/2018 15:29	DG
Selenium	BRL	11.3		mg/Kg-dry	270421	1	11/23/2018 15:29	DG
Zinc	168	11.3		mg/Kg-dry	270421	1	11/23/2018 15:29	DG
PERCENT MOISTURE D2216								
Percent Moisture	63.7	0		wt%	R384953	1	11/19/2018 14:30	JW

Qualifiers:

- * Value exceeds maximum contaminant level
- BRL Below reporting limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated method blank
- > Greater than Result value

- E Estimated (value above quantitation range)
- S Spike Recovery outside limits due to matrix
- Narr See case narrative
- NC Not confirmed
- < Less than Result value
- J Estimated value detected below Reporting Limit



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

December 10, 2018

Jennifer Brandon
Clayton County Water Authority

688 Flint River Rd
Jonesboro GA 30328

RE: Northeast Sludge Cake

Dear Jennifer Brandon:

Order No: 1811N72

Analytical Environmental Services, Inc. received 1 samples on 11/28/2018 11:35:00 AM for the analyses presented in following report.

No problems were encountered during the analyses. Additionally, all results for the associated Quality Control samples were within EPA and/or AES established limits. Any discrepancies associated with the analyses contained herein will be noted and submitted in the form of a project Case Narrative.

AES's accreditations are as follows:

-NELAP/State of Florida Laboratory ID E87582 for analysis of Non-Potable Water, Solid & Chemical Materials, Air & Emissions Volatile Organics, and Drinking Water Microbiology & Metals, effective 07/01/18-06/30/19.

State of Georgia, Department of Natural Resources ID #800 for analysis of Drinking Water Metals, effective 07/01/18-06/30/19 and Total Coliforms/ E. coli, effective 04/25/17-04/24/20.

-AIHA-LAP, LLC Laboratory ID: 100671 for Industrial Hygiene samples (Organics, Metals, PCM Asbestos, Gravimetric), Environmental Lead (Paint, Soil, Dust Wipes, Air), and Environmental Microbiology (Fungal) Direct Examination, effective until 11/01/19.

These results relate only to the items tested. This report may only be reproduced in full.

If you have any questions regarding these test results, please feel free to call.

Sincerely,

Mirzeta Kararic

Project Manager



CLAYTON COUNTY
Water
AUTHORITY

Water Reclamation Laboratory
688 Flint River Rd.
Jonesboro, GA. 30238
(770) 478-7496 Fax (770) 478-7301
Permit #: GA0038423 / GA02-008

Composite/Grab

TCLP

VOC

SVOC

And

First Aliquot Date	Last Aliquot Date	Time	Sample Description	Pres.	Composite/Grab	TCLP	VOC	SVOC
11-26-18	-	3:00	Northeast Sludge Cake	I	G	X	X	X

Sampled By: Keith Kiblinger	Date: 11-26-18	Time: 3:00	Ad
Relinquished By: Keith Kiblinger	Date: 11-27-18	Time: 8:00	
Received By: Shane Wingate	Date: 11-27-18	Time: 8:00	
Relinquished By: Shane Wingate	Date: 11-28-18	Time: 11:28	
Received By: J. McCarty	Date: 11-28-18	Time: 11:35	

J. McCarty
J. McCarty

Client: Clayton County Water Authority	Client Sample ID: NORTHEAST SLUDGE CAKE
Project Name: Northeast Sludge Cake	Collection Date: 11/26/2018 3:00:00 PM
Lab ID: 1811N72-001	Matrix: Sludge

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
VOLATILES, TCLP SW1311/8260B		(SW5030B)						
1,1-Dichloroethene	BRL	0.10		mg/L	270999	20	11/30/2018 19:57	CC
1,2-Dichloroethane	BRL	0.10		mg/L	270999	20	11/30/2018 19:57	CC
2-Butanone	2.2	0.20		mg/L	270999	20	11/30/2018 19:57	CC
Benzene	BRL	0.10		mg/L	270999	20	11/30/2018 19:57	CC
Carbon tetrachloride	BRL	0.10		mg/L	270999	20	11/30/2018 19:57	CC
Chlorobenzene	BRL	0.10		mg/L	270999	20	11/30/2018 19:57	CC
Chloroform	BRL	0.10		mg/L	270999	20	11/30/2018 19:57	CC
Tetrachloroethene	BRL	0.10		mg/L	270999	20	11/30/2018 19:57	CC
Trichloroethene	BRL	0.10		mg/L	270999	20	11/30/2018 19:57	CC
Vinyl chloride	BRL	0.040		mg/L	270999	20	11/30/2018 19:57	CC
Surr: 4-Bromofluorobenzene	105	63.1-120		%REC	270999	20	11/30/2018 19:57	CC
Surr: Dibromofluoromethane	92.1	76.1-126		%REC	270999	20	11/30/2018 19:57	CC
Surr: Toluene-d8	99.6	75.3-119		%REC	270999	20	11/30/2018 19:57	CC
SEMIVOLATILES ORGANICS, TCLP SW1311/8270D		(SW3510C)						
1,4-Dichlorobenzene	BRL	0.10		mg/L	270841	1	12/03/2018 23:18	YH
2,4,5-Trichlorophenol	BRL	0.10		mg/L	270841	1	12/03/2018 23:18	YH
2,4,6-Trichlorophenol	BRL	0.10		mg/L	270841	1	12/03/2018 23:18	YH
2,4-Dinitrotoluene	BRL	0.10		mg/L	270841	1	12/03/2018 23:18	YH
Hexachlorobenzene	BRL	0.10		mg/L	270841	1	12/03/2018 23:18	YH
Hexachlorobutadiene	BRL	0.10		mg/L	270841	1	12/03/2018 23:18	YH
Hexachloroethane	BRL	0.10		mg/L	270841	1	12/03/2018 23:18	YH
m,p-Cresol	0.35	0.10		mg/L	270841	1	12/03/2018 23:18	YH
Nitrobenzene	BRL	0.10		mg/L	270841	1	12/03/2018 23:18	YH
o-Cresol	BRL	0.10		mg/L	270841	1	12/03/2018 23:18	YH
Pentachlorophenol	BRL	0.50		mg/L	270841	1	12/03/2018 23:18	YH
Pyridine	BRL	0.10		mg/L	270841	1	12/03/2018 23:18	YH
Cresols, Total	0.35	0.10		mg/L	270841	1	12/03/2018 23:18	YH
Surr: 2,4,6-Tribromophenol	53.5	49.6-128		%REC	270841	1	12/03/2018 23:18	YH
Surr: 2-Fluorobiphenyl	66.9	52.2-124		%REC	270841	1	12/03/2018 23:18	YH
Surr: 2-Fluorophenol	41.5	44-129	S	%REC	270841	1	12/03/2018 23:18	YH
Surr: 4-Terphenyl-d14	67	63.2-145		%REC	270841	1	12/03/2018 23:18	YH
Surr: Nitrobenzene-d5	62.4	53.6-124		%REC	270841	1	12/03/2018 23:18	YH
Surr: Phenol-d5	43.8	50.6-125	S	%REC	270841	1	12/03/2018 23:18	YH

Qualifiers:

- * Value exceeds maximum contaminant level
- BRL Below reporting limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated method blank
- > Greater than Result value

- E Estimated (value above quantitation range)
- S Spike Recovery outside limits due to matrix
- Narr See case narrative
- NC Not confirmed
- < Less than Result value
- J Estimated value detected below Reporting Limit

February 11, 2019

Ms. Jennifer Brandon
Clayton Co Water Authority
688 Flint River Road
Jonesboro, GA 30238

RE: Project: Northeast Sludge Cake
Pace Project No.: 2614273

Dear Ms. Brandon:

Enclosed are the analytical results for sample(s) received by the laboratory on January 30, 2019. The results relate only to the samples included in this report. Results reported herein conform to the most current, applicable TNI/NELAC standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Nikita Kuruganty
nikita.kuruganty@pacelabs.com
(770)734-4200
Project Manager

Enclosures

cc: Mr. Van Beaty, Clayton Co Water Authority
Mr. Tony Somerville, Clayton Co Water Authority



REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
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Revised

ATTACHMENT B



SPECIAL WASTE SERVICE AGREEMENT
NON-HAZARDOUS WASTES

Special Waste Profile Number: 37081110786

Generator Billing Information

Name: Clayton County Water Authority
Address: 1600 Battle Creek Rd.
Attn: Jennifer Brandon
City: Jonesboro
State: Ga. Zip: 30328
Phone: 770-302-3457 Fax: 770-478-8894
Contact: Jennifer.brandon@ccwa.us

Republic Waste Location (Company)

Republic Services of Georgia, LP
d/b/a Pine Ridge Landfill
105 Bailey Jester Rd.
Griffin, Ga. 30224
770-233-9081

Project: Northeast WRF - Waste Activated Sludge
County and State of Origin: Clayton, GA

Additional Information: Approved Annual Volume 6500 Tons - Expiration Date 3/3/2010
Exp. Date 3/3/2020

- 1. Special Waste Service. Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
2. Acceptable Waste. Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. (A) Rates for Disposal:

Table with 5 columns: Waste, Disposal Method, Disposal Rate, Fees / Taxes / Misc., Transportation. Row 1: Sludge, Landfill, \$ 28.75 Per Ton, + Applicable Fees, -

Additional information: ***200.00 MINIMUM PER LOAD + ALL APPLICABLE FEES*** - WEEKLY BILLING -
Customer/Client will be responsible for notification of change in waste stream volume. Customer/Client will also be responsible for any additional charges for additional volume. This waste must be able to pass a paint filter test prior to shipment and disposal; free liquids are not permitted for landfill disposal (40 CFR 258.28).

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of Landfill Determined Without Prior Approval of Company.

(B) Incorporation by Reference. In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- 1) Terms & Conditions
2)

4. Term of Agreement. This Agreement is effective for month to month, commencing 2/1/2017 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALED AT THE BOTTOM OF THE PAGE.

GENERATOR

[Signature]
SIGNATURE (AUTHORIZED REPRESENTATIVE)

P. Michael Thomas General Mgr.
NAME AND TITLE (PLEASE PRINT)

2-22-2017
DATE

REPUBLIC SERVICES, INC./COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. **Rights of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicles. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after date of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.
11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not hereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:
 - (A) A petition for reorganization or bankruptcy filed by or against the Generator.
 - (B) Failure by Generator to pay any amounts due to Company.
 - (C) Any breach by Generator of any of its obligations pursuant to the Agreement.

Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.
17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
20. **Miscellaneous.**
 - (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
 - (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
 - (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
 - (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or data) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, ~~without in each instance securing the prior written consent of the other Company.~~
 - (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
 - (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
 - (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
 - (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
21. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with Paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: _____ Republic Services, Inc/COMPANY: _____



SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 37081110788

Generator Billing Information

Name: Clayton County Water Authority
Address: 1600 Battle Creek Rd.
Attn: Jennifer Brandon
City: Jonesboro
State: Ga. Zip: 30328
Phone: 770-302-3457 Fax: 770-478-8894
Contact: Jennifer.brandon@ccwa.us

Republic Waste Location (Company)

Republic Services of Georgia, LP
d/b/a Pine Ridge Landfill
105 Bailey Jester Rd.
Griffin, Ga. 30224
770-233-9081

Project: Shoal Creek WRF -- Waste Activated Sludge County and State of Origin: Clayton, GA

Exp. Date 3/3/2020
Int. Date: _____

Additional Information: Approved Annual Volume 3600 Tons -- Expiration Date 3/3/2010

- Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
- Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. (A) **Rates for Disposal:**

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
<u>Sludge</u>	<u>Landfill</u>	<u>\$ 28.75 Per Ton</u>	<u>+ Applicable Fees</u>	<u>-</u>

Additional Information: *****200.00 MINIMUM PER LOAD + ALL APPLICABLE FEES*** - WEEKLY BILLING -**
Customer/Client will be responsible for notification of change in waste stream volume. Customer/Client will also be responsible for any additional charges for additional volume. This waste must be able to pass a paint filter test prior to shipment and disposal; free liquids are not permitted for landfill disposal (40 CFR 258.28).

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of Landfill Determined Without Prior Approval of Company.

(B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- 1) Terms & Conditions
- 2)

4. **Term of Agreement.** This Agreement is effective for month to month, commencing 2/1/2017 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

P. Michael Thomas
SIGNATURE (AUTHORIZED REPRESENTATIVE)

P. Michael Thomas, General Mgr.
NAME AND TITLE (PLEASE PRINT)

2-22-2017
DATE

REPUBLIC SERVICES, INC./COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. **Rights of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after date of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.
11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:
- (A) A petition for reorganization or bankruptcy filed by or against the Generator.
 - (B) Failure by Generator to pay any amounts due to Company.
 - (C) Any breach by Generator of any of its obligations pursuant to the Agreement.
- Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.
17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
20. **Miscellaneous.**
- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
 - (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
 - (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
 - (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or data) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
 - (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
 - (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
 - (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
 - (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
21. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: _____

Republic Services, Inc/COMPANY: _____

May 2009



SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 37081110789

Generator Billing Information
 Name: Clayton County Water Authority
 Address: 1600 Battle Creek Rd.
Attn: Jennifer Brandon
 City: Jonesboro
 State: Ga. Zip: 30328
 Phone: 770-302-3457 Fax: 770-478-8894
 Contact: Jennifer.brandon@ccwa.us

Republic Waste Location (Company)
 Republic Services of Georgia, LP
d/b/a Pine Ridge Landfill
105 Bailey Jester Rd.
Griffin, Ga. 30224
770-233-9081

Project: Casey Pelletizing WRF – Waste Activated Sludge County and State of Origin: Clayton, GA Exp. Date: 3/3/2020
 Int. Date: _____

Additional Information: Approved Annual Volume 1000 Tons – Expiration Date 3/3/2010

1. **Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
2. **Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. (A) **Rates for Disposal:**

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
Sludge	Landfill	\$ 28.75 Per Ton	+ Applicable Fees	-

Additional Information: *****200.00 MINIMUM PER LOAD + ALL APPLICABLE FEES*** - WEEKLY BILLING -**
 Customer/Client will be responsible for notification of change in waste stream volume. Customer/Client will also be responsible for any additional charges for additional volume. This waste must be able to pass a paint filter test prior to shipment and disposal; free liquids are not permitted for landfill disposal (40 CFR 258.28).

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.
 Cannot Exceed Daily Volume of Landfill Determined Without Prior Approval of Company.

- (B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.
- 1) Terms & Conditions
 - 2) _____

4. **Term of Agreement.** This Agreement is effective for month to month, commencing 2/1/2017 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

 SIGNATURE (AUTHORIZED REPRESENTATIVE)
P. Michael Thomas General Manager
 NAME AND TITLE (PLEASE PRINT)
2-22-2017
 DATE

REPUBLIC SERVICES, INC/COMPANY

 SIGNATURE (AUTHORIZED REPRESENTATIVE)

 NAME AND TITLE (PLEASE PRINT)

 DATE

Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. **Rights of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicles. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after date of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.
11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:
 - (A) A petition for reorganization or bankruptcy filed by or against the Generator.
 - (B) Failure by Generator to pay any amounts due to Company.
 - (C) Any breach by Generator of any of its obligations pursuant to the Agreement.

Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.
17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
20. **Miscellaneous.**
 - (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
 - (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
 - (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
 - (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or data) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
 - (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
 - (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
 - (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
 - (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
21. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: _____

Republic Services, Inc/COMPANY: _____

May 2009