

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:**

1. 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.

Acknowledgment of	f receipt of this addendum must be signed and included in your bid response.
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

en aiya tacks

(770)734-4200

Project Manager

**Enclosures** 

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





Project:

Sludge Cake/WBC Grit

Pace Project No.:

Date: 08/22/2018 05:07 PM

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

267682

Results reported on a "wet-weig	nt Dasis		Report	Reg.					
Parameters	Results	Units	Limit	Limit	DF	Prepared	Analyzed	CAS No.	Qua
6010D MET ICP	Analytical	Method: EP	A 6010D Prep	aration Me	ethod: E	PA 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	
ron	4760	mg/kg	13.3		20	08/03/18 15:00			
₋ead	4.3	mg/kg	0.42		1	08/03/18 15:00			
Molybdenum	1.1	mg/kg	0.67		1	08/03/18 15:00			
vickel	1.8	mg/kg	0.33		1		08/06/18 15:32		
Phosphorus	0.40	%.	0.00033		1	08/03/18 15:00			
Potassium	0.053	%.	0.0067		20	08/03/18 15:00			
Selenium	ND	mg/kg	0.67		1	08/03/18 15:00			
linc	85.2	mg/kg	0.33		1		08/06/18 15:32		
	00.2	mg/ng	0.00			00/00/10 10:00	00/00/10 10:02	1-1-10-00-0	
6010D MET ICP, TCLP	Analytical	Method: EPA	A 6010D Prep	aration Me	ethod: E	PA 3010A			
	Leachate	Method/Date	e: EPA 1311; 0	8/02/18 12	2:30 Init	ial pH: 5.5; Final p	H: 5.15		
rsenic	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	08/03/18 13:36	08/06/18 17:39	7440-39-3	
Cadmium	ND	mg/L	0.10	1	1		08/06/18 17:39		
Chromium	ND	mg/L	0.10	5	1		08/06/18 17:39		
.ead	ND	mg/L	0.25	5	1		08/06/18 17:39		
Selenium	ND	mg/L	0.40	1	1		08/06/18 17:39		
Bilver	ND	mg/L	0.10	5	1		08/06/18 17:39		
470 Mercury, TCLP	Analytical	_	A 7470A Prep	aration Me	thod: E	DΔ 7470Δ			
Tro mercury, roci						ial pH: 5.5; Final p	H: 5.15		
Mercury	ND	mg/L	0.0050	.2	1	08/07/18 13:05	08/07/18 18:41	7439-97-6	
7471 Mercury	Analytical	Method: EP	A 7471B Prep	aration Me	ethod: E	PA 7471B			
Mercury	ND	mg/kg	0.25		1	08/06/18 12:10	08/06/18 16:36	7439-97-6	
270D MSSV TCLP	Analytical	Method: EP	A 8270D Prep	aration Me	ethod: E	PA 3510C			
						ial pH: 5.5; Final p	H: 5.15		
,4-Dichlorobenzene	ND	mg/L	0.10	7.5	1	08/07/18 11:00	08/07/18 18:38	106-46-7	
2.4-Dinitrotoluene	ND	mg/L	0.10	,13	1	08/07/18 11:00	08/07/18 18:38		
lexachloro-1,3-butadiene	ND	mg/L	0.10	.5	1	08/07/18 11:00	08/07/18 18:38		
lexachlorobenzene	ND	mg/L	0.10	.13	1	08/07/18 11:00	08/07/18 18:38		
lexachloroethane	ND	mg/L	0.10	3	1	08/07/18 11:00	08/07/18 18:38		
!-Methylphenol(o-Cresol)	ND	mg/L	0.10	200	1	08/07/18 11:00	08/07/18 18:38		
&4-Methylphenol(m&p Cresol)	0.15	mg/L	0.10	200	1	08/07/18 11:00		20-40-1	
litrobenzene	ND	_		200	1	08/07/18 11:00		08 06 2	
		mg/L	0.10						
Pentachlorophenol	ND	mg/L	0.10	100	1	08/07/18 11:00			
Pyridine	ND	mg/L	0.10	5	1	08/07/18 11:00	08/07/18 18:38		
2,4,5-Trichlorophenol	ND	mg/L	0.10	400	1	08/07/18 11:00	08/07/18 18:38		L2
2,4,6-Trichlorophenol	ND	mg/L	0.10	2	1	08/07/18 11:00	08/07/18 18:38	88-06-2	L2

## **REPORT OF LABORATORY ANALYSIS**



Project:

Sludge Cake/WBC Grit

267682

Pace Project No.:

Nitrogen, Ammonia

Date: 08/22/2018 05:07 PM

Sample: Pelletizing Sludge Cake Lab ID: 267682001

Collected: 07/31/18 13:00 Received: 07/31/18 14:20

Matrix: Solid

08/03/18 12:00 08/06/18 15:24 7664-41-7

			Report	Reg.					
Parameters	Results	Units	_ <u>Li</u> mit 	Limit	DF	Prepared	Analyzed	CAS No.	Qual
8270D MSSV TCLP	Analytica	l Method: EPA	8270D Prep	aration Me	thod: E	PA 3510C			
	Leachate	Method/Date	: EPA 1311; 0	8/02/18 12:	30 Init	ial pH: 5.5; Final p	oH: 5.15		
Surrogates	-2.	٥,			_				
Nitrobenzene-d5 (S)	59	%.	16-116		1	08/07/18 11:00			
2-Fluorobiphenyl (S)	70 84	%.	30-124 42-144		1		08/07/18 18:38		
p-Terphenyl-d14 (S) Phenol-d6 (S)	25	%. %.	10-60		1 1		08/07/18 18:38 08/07/18 18:38		
2-Fluorophenol (S)	38	%.	11-72		1		08/07/18 18:38		
2,4,6-Tribromophenol (S)	75	%.	33-139		1	08/07/18 11:00			
8260B MSV TCLP	Analytica	I Method: EPA	8260B Lead	chate Metho	od/Date	: EPA 1311; 08/08	3/18 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		
Carbon tetrachloride	ND	mg/L	0.020	.5	1		08/09/18 19:17		
Chlorobenzene	ND	mg/L	0.020	100	1		08/09/18 19:17		
Chloroform	ND	mg/L	0.020	6	1		08/09/18 19:17		
1,2-Dichloroethane	ND	mg/L	0.020	.5	1		08/09/18 19:17		
1,1-Dichloroethene	ND	mg/L	0.020	.7	1		08/09/18 19:17		
Tetrachloroethene	ND	mg/L	0.020	.7	1		08/09/18 19:17		
Trichloroethene	ND ND	mg/L	0.020	.5 .2	1		08/09/18 19:17		
Vinyl chloride Surrogates	ND	mg/L	0.020	.2	-		08/09/18 19:17	75-01-4	
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		
4-Bromofluorobenzene (S)	103	%.	80-120		1		08/09/18 19:17		
Toluene-d8 (S)	101	%.	80-120		1		08/09/18 19:17	2037-26-5	
9071 HEM TPH in Soil	Analytica	Method: EPA	9071M Prep	aration Me	thod: E	PA 9071M			
Total Petroleum Hydrocarbons	ND	mg/kg	99.9		1	08/07/18 08:00	08/07/18 12:00		
Percent Moisture	Analytica	Method: Pac	e SOP #204						
Percent Moisture	82.2	%	0.10		1		08/02/18 15:51		
9045 pH Soil	Analytica	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	I+NOx Calcul	ation					
Total Nitrogen Soil	9550	mg/kg	40.0		1		08/17/18 12:44		
350.1 Ammonia	Analytical	Method: EPA	350.1 Prepa	ration Meth	nod: EP	A 350.1			

## **REPORT OF LABORATORY ANALYSIS**

10

723

mg/kg



Project:

Sludge Cake/WBC Grit

Pace Project No.:

Date: 08/22/2018 05:07 PM

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

			Report	Reg.					
Parameters	Results	Units	Limit	Limit	DF	Prepared	Analyzed	CAS No.	Qual
351.2 Total Kjeldahl Nitrogen	Analytical	Method: EPA	A 351.2 Prepa	aration Met	hod: EP	A 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	A 9056A Prep	aration Me	thod: El	PA 9056A			
Nitrate as N Nitrogen, NO2 plus NO3	ND ND	mg/kg mg/kg	0.99 0.99		1 1	08/03/18 12:22 08/03/18 12:22	08/06/18 16:09 08/06/18 16:09	14797-55-8	M1 M1
		0 0			1 1			1479	7-55-8

# 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 for the analyses presented in following report.

samples on

November 15, 2018 11:10 am

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

		.41								Α	nalysi
	(77	CLAYTO  UTH  Water Reclamatio 688 Flint Ri Jonesboro, G. 0) 478-7496 Fax	ver Rd. A. 30238 : (770) 478-7301		Composite/Grab	503 Parameters	Paint Filter	TPH (Total petroleum Hydrocarbons	TCLP Metals	TCLP Volatiles	TCLP Semi-Volatiles
Date	Time	San	nple Description	Pres.				ıs			<b></b>
11-13-18	1:30	Shoal	Creek Sludge Cake	Ice	G	X	Х	Х	Х	Х	Х
			· · · · · · · · · · · · · · · · · · ·								
Sampled By:	Mike C.	abtree	Date: //-/3-/8	Time	: 1:3	0		l			rmatic
Relinquished	Mike C. By: Mike	Craffre	Date: //-/3-/8	Time	: 2:	20			PH	1:0	.46
	~1		Date: // - /3 - /8	Time	e: 2:	00			ŧ		
Relinquished	A .	Q.	Date:   -15-18	Time		10					
Received By:	J~M	eux	Date: 1(   15   18	Time	: <del>  ( :</del>		lolo				
		U			eli	iev	1				

## Analytical Environmental Services, Inc

Client: Clayton County Water Authority Project Name: Clayton County Water Authority

Lab ID:

1811D73-001

27-Nov-18 Date:

SHOAL CREEK SLUDGE CAK

11/13/2018 1:30:00 PM Collection Date:

Matrix:

Client Sample ID:

Sludge

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TOTAL MERCURY SW7471B				(SW7	471B)			
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				(SW7	'470A)			
Mercury	BRL	0.00400		mg/L	270545	1	11/21/2018 14:41	CD
ICP METALS, TCLP SW1311/6010D				(SW3	010A)			
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	ī	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				(SW3	050B)			
Arsenic	BRL	7.03		mg/Kg-dry	270421	1	11/23/2018 15:31	DG
Cadmium	BRL	3.52		mg/K.g-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/K.g-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:

BRL Below reporting limit

Narr See case narrative

Not confirmed

Less than Result value

Estimated value detected below Reporting Limit

Value exceeds maximum contaminant level

H Holding times for preparation or analysis exceeded

Analyte not NELAC certified

Analyte detected in the associated method blank

Greater than Result value

Estimated (value above quantitation range)

Spike Recovery outside limits due to matrix

# 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 for the analyses presented in following report.

1 samples on 11/28/2018 11:35:00 AM

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.

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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

		4)							Ana
	•	Water Recla 688 F Jonesbo 770) 478-7496	TON COUNTY  ACT  ORITY  mation Laboratory  lint River Rd.  oro, GA. 30238  Fax (770) 478-7301  0038423 / GA02-008			Composite/Grab	d75	Voc	SVOC
First Aliquot Date	Last Aliquot Date	Time	Sample Description		Pres.		F	7	
11-27-18	H: 28518	9:00	Shoal Creek &	Sludge Cake		G	×	X	X
	!				4				
			*						
Sampled By: /	Mike Crab	tree	Date: //-27-/8	Tin	ne: 9:00	·			Ad
Relinquished B	Y: M; K. C	rabtree	Date: //-28-18	Tin	ne: 10:00			*	
Received By:	Shane	Wingate	Date: //- 28-18	Tir	ne: /6.5	90			
Received By:	Y: Shane	Wingate	Date: # - 28-18	Tin	ne: // 2	78			
Received By:	1mca		Date: 11-28-18	Tir	ne: [/-3	35			
(	UCliens								

# Analytical Environmental Services, Inc

Client: Clayton County Water Authority

Project Name: Shoal Creek Sludge Cake

Lab ID: 1811N73-001

Date: 12-Dec-18

Client Sample ID: SHOAL CREEK SLUDGE CAK

Collection Date: 11/27/2018 9:00:00 AM

Matrix: Sludge

201211/0 001						Siddgo					
Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analys			
VOLATILES, TCLP SW1311/8260B				(SV	V5030B)						
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	SW1311/82	70 <b>D</b>		(SV	V3510C)						
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:

BRL Below reporting limit

Narr See case narrative

<sup>\*</sup> Value exceeds maximum contaminant level

H Holding times for preparation or analysis exceeded

N Analyte not NELAC certified

B Analyte detected in the associated method blank

<sup>&</sup>gt; Greater than Result value

E Estimated (value above quantitation range)

S Spike Recovery outside limits due to matrix

NC Not confirmed

<sup>&</sup>lt; 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

lan.

Enclosures

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



Signatur	To container	#		MO#: 2614272  MO#: 2614272  MINIMUM	
	10 7	187	X	#OM SOLUTION	CITCHE.
		Pres.	Cck, I	Time: 7:30 Time: 7:30 Time: 12:20 Time: 12:20	Intect, circus
Water	Hation in Rive o, GA.	Sample Description	Shoal Creek Sliby	Date: 1.25.19  Date: 1.30.19  Date: 1.30.19  Date: 0/50/19	10, 4.30
CLAYT	Water Reclam 688 Filin Jonesbor (770) 478-7496 Permit #: GADG	Time	7:30	Liles Liles Mingete Mingete	
	'A	Last Aliquot Date		Robin Robin	
		First Aliquot Date	1-29-19	Sampled By: Relinquished By: Received By: Relinquished By: Received By:	



Project: Shoal Creek Sludge Cake

Pace Project No.: 2614272

Date: 02/11/2019 10:21 AM

Sample: Shoal Creek Sludge Cake	Lab ID:	2614272001	Collected	d: 01/29/19	9 07:30	Received: 01/	30/19 12:20 Ma	atrix: Solid	
Results reported on a "wet-weight"	" basis								
Parameters	Results	Units	Report Limit	Reg. Limit	DF	Prepared	Analyzed	CAS No.	Qua
6010D MET ICP	Analytical	Method: EPA		aration Me	hod: EF	PA 3050B	-		
Arsenic	, ND	mg/kg	0.49		1	02/05/19 14:46	02/07/19 21:42	7440-38-2	
Cadmium	0.37	mg/kg	0.16		1	02/05/19 14:46	02/07/19 21:42		
Chromium	4.5	mg/kg	0.16		1	02/05/19 14:46	02/07/19 21:42		
Copper	20.5	mg/kg	0.33		1	02/05/19 14:46	02/07/19 21:42		
_ead	0.97	mg/kg	0.41		1	02/05/19 14:46	02/07/19 21:42	7439-92-1	
Molybdenum	0.70	mg/kg	0.66		1	02/05/19 14:46	02/07/19 21:42	7439-98-7	
Nickel	1.7	mg/kg	0.33		1	02/05/19 14:46	02/07/19 21:42	7440-02-0	
Phosphorus	3340	mg/kg	3.3		1	02/05/19 14:46	02/07/19 21:42	7723-14-0	
Potassium	710	mg/kg	32.8		10	02/05/19 14:46	02/08/19 04:01	7440-09-7	
Selenium	ND	mg/kg	0.66		1	02/05/19 14:46	02/07/19 21:42	7782-49-2	
Zinc	41.9	mg/kg	0.33		1	02/05/19 14:46	02/07/19 21:42	7440-66-6	
7471 Mercury	Analytical	Method: EPA	7471B Prep	aration Met	hod: EF	A 74 <b>71</b> B			
Mercury	ND	mg/kg	0.074		1	02/04/19 08:37	02/04/19 12:01	7439-97-6	
Percent Moisture	Analytical	Method: Pace	SOP #204						
Percent Moisture	83.7	%	0.10		1		02/03/19 14:32		
Total Nitrogen Calculation	Analytical	Method: TKN+	-NOx Calcula	ation					
Total Nitrogen Soil	8950	mg/kg	40.0		1		02/08/19 13:00		
350.1 Ammonia	Analyticai	Method: EPA	350.1 Prepa	ration Meth	od: EPA	A 350.1			
Nitrogen, Ammonia	209	mg/kg	10		1	01/31/19 10:02	01/31/19 11:36	7664-41-7	
851.2 Total Kjeldahl Nitrogen	Analytical	Method: EPA	351.2 Prepa	ration Meth	od: EPA	351.2			
vitrogen, Kjeldahl, Total	8940	mg/kg	386		10	01/31/19 09:20	01/31/19 14:46	7727-37-9	
0056 IC Anions	Analytical	Method: EPA 9	9056A Prepa	aration Met	hod: EP	A 9056A			
Nitrate as N	9.1	mg/kg	0.99		1	01/31/19 10:54	02/01/19 08:10	14797-55-8	
litrogen, NO2 plus NO3	9.7	mg/kg	0.99		1	01/31/19 10:54	02/01/10 08:10		

# 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 for the analyses presented in following report.

samples on

November 15, 2018 11:10 am

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

		.41								F	nalysi:
	Water Reclamation Laboratory 688 Flint River Rd. Jonesboro, GA. 30238 (770) 478-7496 Fax (770) 478-7301 Permit #: GA0038423 / GA02-008  Date Time Sample Description Northeast Sludge Cake  Northeast Sludge Cake  Date: 11-14-18  Permit #: Date: 11-14-18  Permit #: Date: 11-14-18  Permit #: Date: 11-15-18  Permit #: Date: 11-15-18	Vater IORITY nation Laboratory nt River Rd. o, GA. 30238 Fax (770) 478-7301		Composite/Grab		Paint Filter	TPH (Total petroleum Hydrocarbons	TCLP Metals	TCLP Volatiles	TCLP Semi-Volatiles	
Date	Time		Sample Description	Pres.				ಜ			
11-14-18	7:00P	1	Northeast Sludge Cake	Ice	G	Х	Х	Х	Х	Х	x
			100								
		12									
											Ш
		<u> </u>									
Sampled By:	armen	Buras	Date:   - 4-18	Time	: 7:0	OP		Addi	tiona	Info	rmatio
Relinquished	By: Carman	Burns	Date: //-/4-/8	Time	7:0	O		(	PH	: -	?. j
Received By:	Shane	Wingate		Time	: 10:	5		'			
Relinquished	By: Chene	la li are to	Date: 11-15-18	Time	: H:	16					

Date: 11 5 18

Received By:

Time: Hing 11:10

#### Analytical Environmental Services, Inc

Client: Clayton County Water Authority
Project Name: Clayton County Water Authority

Lab ID:

1811D72-001

Date:

27-Nov-18

Client Sample ID: NORTHEAST SLUDGE CAKE

Collection Date: 11/14/2018 7:00:00 PM

Matrix:

Sludge

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
TOTAL MERCURY SW7471B				(SW	7471B)			
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				(SW	7470A)			
Mercury	BRL	0.00400		mg/L	270545	1	11/21/2018 14:38	CD
ICP METALS, TCLP SW1311/6010D				(SW:	3010A)			
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				(SW.	3050B)			
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

n.	al	ifi	iar	

<sup>\*</sup> 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

<sup>&</sup>gt; 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

<sup>&</sup>lt; Less than Result value

# 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 Jenni

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



**Water Reclamation Laboratory** 688 Flint River Rd.

Jonesboro, GA. 30238

(770) 478-7496 Fax (770) 478-7301

		Permit #: GA	0038423 / GA02-008				0	9	5
First Aliquot Date	Last Aliquot Date	Time	Sample Description		Pres.		-	7	
11-26-18		3:00	Northeast Sludge Cake	دد	工	G	X	X	X
			9					(10)	
						<u> </u>			
_									
					,			10.	
Sampled By:	Keith K	iblinger	Date: 11 - 26-18	Tir	ne: 3:	00		1	Ad
Relinquished B	y: Keith k	liblinger	Date:   -27-18	Tiı	me: 8. (	00			
Relinquished B Received By:	Shane (	Vingate	Date: //-27-18	Ti	me: 8	00		······································	
Relinquished B	y: Shinz	Winste	Date: // - 28 - /8	Th	me: //.'-	28			
Received By:	Ima		Date: 11-28-18	Ti	me: //:2	35_			
	Thin	4()	W						

Ana

Composite/Grab

## Analytical Environmental Services, Inc

Clayton County Water Authority

Project Name: Northeast Sludge Cake

Lab ID:

Client:

1811N72-001

Date:

10-Dec-18

Client Sample ID: NORTHEAST SLUDGE CAKE

Collection Date: 11/26/2018 3:00:00 PM

Matrix:

Sludge

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed	Analyst
VOLATILES, TCLP SW1311/8260B				(SW	/5030B)			
1,I-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	SW1311/82	70D		(SW	/3510C)			
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

Qua	lifi	ers:

<sup>\*</sup> Value exceeds maximum contaminant level

Narr See case narrative

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

<sup>&</sup>gt; Greater than Result value

E Estimated (value above quantitation range)

S Spike Recovery outside limits due to matrix

NC Not confirmed

<sup>&</sup>lt; Less than Result value

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





Project:

Northeast Sludge Cake

Pace Project No

Nitrogen, NO2 plus NO3

Date: 02/11/2019 10:21 AM

ND

mg/kg

Sample: Northeast Sludge Cake	Lab ID: 26	14273001	Collected	1: 01/29/1	9 09:00	Received: 01/	30/19 12:20 M:	atrix: Solid	
Results reported on a "wet-weigl				• .,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		atin. Jone	
Parameters	Results	Units	Report Limit	Reg. Limit	DF	Prepared	Analyzed	CAS No.	Qua
6010D MET ICP	Analytical Me	ethod: EPA	6010D Prep	aration Me	ethod: EF	A 3050B			
Arsenic	ND	mg/kg	0.49		1	02/05/19 14:46	02/07/19 21:47	7440-38-2	
Cadmium	0.35	mg/kg	0.16		1	02/05/19 14:46	02/07/19 21:47	7440-43-9	
Chromium	3.3	mg/kg	0.16		1	02/05/19 14:46	02/07/19 21:47	7440-47-3	
Copper	35.5	mg/kg	0.33		1	02/05/19 14:46	02/07/19 21:47	7440-50-8	
Lead	2.1	mg/kg	0.41		1	02/05/19 14:46	02/07/19 21:47	7439-92-1	
Molybdenum	0.93	mg/kg	0.66		1	02/05/19 14:46	02/07/19 21:47	7439-98-7	
Nickel	1.7	mg/kg	0.33		1	02/05/19 14:46	02/07/19 21:47	7440-02-0	
Phosphorus	5330	mg/kg	3.3		1	02/05/19 14:46	02/07/19 21:47	7723-14-0	
Potassium		mg/kg	32.8		10	02/05/19 14:46	02/08/19 04:06	7440-09-7	
Selenium		mg/kg	0.66		1	02/05/19 14:46	02/07/19 21:47	7782-49-2	
Zinc	61.3	mg/kg	0.33		1	02/05/19 14:46	02/07/19 21:47	7440-66-6	
7471 Mercury	Analytical Me	thod: EPA	7471B Prepa	aration Me	thod; EF	A 7471B			
Mercury	ND	mg/kg	0.072		1	02/04/19 08:37	02/04/19 12:04	7439-97-6	
Percent Moisture	Analytical Me	thod: Pace	SOP #204						
Percent Moisture	79.5	%	0.10		1		02/03/19 14:33		
Total Nitrogen Calculation	Analytical Me	thod: TKN+	NOx Calcula	ation					
Total Nitrogen Soil	14700	mg/kg	40.0		1		02/08/19 13:00		
350.1 Ammonia	Analytical Me	thod: EPA 3	350.1 Prepa	ration Met	hod: EPA	A 350.1			
Nitrogen, Ammonia	1570	mg/kg	10		1	01/31/19 10:02	01/31/19 11:38	7664-41-7	
351.2 Total Kjeldahl Nitrogen	Analytical Me	thod: EPA 3	351.2 Prepa	ration Met	hod: EPA	351.2			
Nitrogen, Kjeldahl, Total	14700	mg/kg	1960		50	01/31/19 09:20	01/31/19 14:33	7727-37-9	
9056 IC Anions	Analytical Me	thod: EPA 9	9056A Prepa	aration Me	thod: EP	A 9056A			
Nitrate as N	ND :	mg/kg	0.96		1	01/31/19 10:54	02/01/19 08:33	14797-55-8	
Mitrogram NIOO plus NIOO	ND	11	0.00		4	04/04/40 40 54	20/04/40 00 00		

0.96

01/31/19 10:54 02/01/19 08:33

					, and the second	1			
Analysis	5 0	mplus to	#	7	2614273		Additional Information:		
		al flosphin	t°1	X	1				
		3 Jarameters	`QS	A	<b>一</b>	26614			
		Composite/Grab		0		÷			
			Pres.	1-1			9:00	9:30	1220
			Ā.				Time:	Time:	Time:
	TON COUNTY	Water Reclamation Laboratory 688 Flint River Rd. Jonesboro, GA. 30238 (770) 478-7496 Fax (770) 478-7301 Permit #: GA0038423 / GA02-008	Sample Description	Northeast Sludge Cake			Date: 1-27-19 TI	1-28-19	Date: 01/30/19
4	CLAYTO	Water Reclama 688 Flint Jonesboro, 770) 478-7496 F	Time	6.00			1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	Liagati.	mon
7,		K	Last Aliquot Date				Kith Kibling	Share L	To Manie
			First Aliquot Date	1-29-19			Sampled By: K	Received By:	Received By:
					 <u> </u>		<u> </u>		- 1

Page 15 of 16

# Revised ATTACHMENT B



# SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

		Special vvas	ste Profile Number: 370	· · · · · · · · · · · · · · · · · · ·			
	Generator Billing Information			Location (Company)			
Name:	Clayton County Water Authority		Republic Services of Georgia, LP d/b/a Pine Ridge Landfill				
Address:	1600 Battle Creek Rd.		105 Bailey Jester Rd.				
Cave	Attn: Jennifer Brandon		Griffin, Ga. 30224				
City:	Jonesboro						
State: Phone:		0328	770-233-9081				
Contact:	770-302-3457 Fax: 770-478-88 Jennifer.brandon@ccwa.us	384					
Contact.	OCTA III CE. DEBITION (BOCWALUS						
Project:	Northeast WRF - Waste Activated Slud	County and ge of Origin:	f State Clayton, GA				
Additional	Information: Approved Annual Volume 6			Exp. Date 3/3/2020			
				Int. Date:			
"Waste"  2. Accept identica subsequ	Waste Service. Subject to the terms and condi- nereby and the Company agrees to accept at its for a company agrees to accept at its for a company agrees to accept at its for a company and its end of a contract number referenced above, and votation and its end of a contract number referenced above, and votation and its end of a contract number referenced above, and votation and its end of a contract number referenced above.	Facility, Acceptable Wa e to the Company as t ed in <u>Paragraph 3</u> here which Profile(s) are ber	aste (hereinafter referred to a lerein provided. ein and in any Special Waste eby incomprated by referen	e Profile(s) which number is			
3. (A) <u>R</u> <u>Was</u>	ates for Disposal: te <u>Disposal Method</u> <u>Dis</u>	posal Rate:	Fees / Taxes / Misc.	<u>Transportation</u>			
Sludge	Landfill \$28.7	5 Per Ton	+ Applicable Fees	<del>-</del>			
Tree liquios	itional charges for additional volume. This wa are not permitted for landfill disposal (40 CFI or shall also be liable for all taxes, fees, or other	R 258.28).					
Cannot	Exceed Daily Volume of Landfill Determined	Without Prior App	roval of Company.				
(B) <u>In</u> lh	corporation by Reference. In addition to Speci a Agreement as if fully set forth herein.	al Waste Profile(s), the	e following documents are in	corporated by reference into			
1)	Terms & Conditions						
_2)							
similar (e	Agreement. This Agreement is effective for mo rm thereafter unless either party shall give writte or written notice.	nth to month, commen n notice (via certified r	cing <u>2/1/2017</u> and shall auto nail) of termination to the oth	matically be renewed for a ser party at least thirty (30)			
AND ON TH	ANY AND THE GENERATOR, IN CONSIDERAT EGALLY BINDING AGREEMENT WHICH IS SU E REVERSE SIDE OF THIS DOCUMENT. IN A TIONS HAVE BEEN REVIEWED AND INITIALL	IBJECT TO THE TERI DDITION. THE GENE	MS AND CONDITIONS SET	FORTH ON THIS DAGE			
GENERATO	icha I am	REPUBLIC	SERVICES, INC/COMPANY	4			
SIGNATURE	(AUTHORIZED REPRESENTATIVE)	SIGNATUR	(AUTHORIZED REPRESE	NTATIVE)			
NAME AND	ICT Thomas General Mgr.	NAME AND	TITLE (PLEASE PRINT)				
2-22	- 3417						
DATE		DATE					

# Terms and Conditions of Special Waste Service Agreement

- 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 Refusel/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 removat of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
- 8. <u>Limited License to Enter.</u> 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 soutness 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 times on haul moads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals altowed 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 flable 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. <u>Termination</u>. Generator's obligations, representations, warranties and covenants regarding the Waste defivered 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. <u>Driver's Knowledge and Authority.</u> 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. <u>Indemnification.</u> 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 Weste 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 21 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. <u>Insurance.</u> Generator shall maintain in full force and effect throughout the lerm of this Agreement the following types of insurance in at least the amounts specified below:

<u>Coverages</u> Worker's Compensation General Liability

Automobile Liability

Minimum Amounts of Insurance Statutory \$500,000 combined single limit

\$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 canceted, 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, whites or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, boods, 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 on 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 expanses or damages incurred by the Company as a result of termination hereunder.

- 17. <u>Assignment.</u> 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.
- 8. 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 of any applicable laws or regulations.
- (9) 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.
- 20 Miscellaneous
  - (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
  - (8) 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 date) 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 costs includes especially 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.
- 31. 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 Demages. In the event that this Agreement is terminated by the Generator in a manner not in a 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-angel receipt morthly charge multiplied by six (6). The Generator shall be given credit for any advance payments—age hereunder, however, in computing the amount owed as figuidated damages—receipted. The Generator-acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages receipt to its investment in equipment, development of landfills and hings of employees undentaken 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:
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# SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 37081110788 Generator Billing Information Republic Waste Location (Company) Republic Services of Georgia, LP Clayton County Water Authority Name: d/b/a Pine Ridge Landfill 1600 Battle Creek Rd. Address: 105 Bailey Jester Rd. Attn: Jennifer Brandon Griffin, Ga. 30224 City: Jonesboro State: Ga Zip: 30328 770-233-9081 Phone: 770-302-3457 770-478-8894 Fax: Jennifer.brandon@ccwa.us Contact: Exp. Date 3/32020 Int Date: **County and State** Shoal Creek WRF -- Waste Activated Sludge of Origin: Project: Clayton, GA Additional Information: Approved Annual Volume 3600 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> Disposal Method Disposal Rate: Fees / Taxes / Misc. **Transportation** Sludge Landfill \$ 28.75 Per Ton + Applicable Fees \*\*\*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. Cannol Exceed Daily Volume of Landfill Determined Without Prior Approval of Company. 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) 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. REPUBLIC SERVICES, INC/COMPANY SIGNATURE (AUTHORIZED REPRESENTATIVE) SIGNATURE (AUTHORIZED REPRESENTATIVE) P. Michael Thomas General Mar. NAME AND TITLE (PLEASE PRINT) NAME AND TITLE (PLEASE PRINT) 2-27-3017 DATE

# Terms and Conditions of Special Waste Service Agreement

- 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.
- 8. 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, notice waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall 15, hetelnetter 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 desorbed 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 for le 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 hauters, 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 demages 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. <u>Limited License to Enter.</u> 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 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 hauf 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 20, refuse to accept Waste from and shall deny an entrance ilicense 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. <u>Charges and Payment.</u> 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. <u>Termination</u>. Generator's obligations, representations, warranties and covenants regarding the Weste defivered 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. <u>Driver's Knowledge and Authority.</u> 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, readicactive 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 ficense 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 against and against any and all claims, suits, losses, liabilities, essessments, 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 rin 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 21, 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.
- 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
Worker's Compensation
General Liability
Automobile Liability

\$500,000 combined single limit

Minimum Amounts of Insurance Statutory \$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 tapse, 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.

- 5. 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, tack 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 tederal, 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 Wasta at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste 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.
- 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. <u>Assignment.</u> Generator may not assign, bransfer 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 may 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 Comptiance. 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. Miscelfaneous.
  - (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 date) 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 inclunes securing the prior written consent or 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 on the Generator's most recent monthly charge multiplied by six (9). The Generator shall be given credit for any adversor, geographents 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 portroling 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: 370	81110789			
	<b>Generator Billing Information</b>		Re	epublic Waste	Location (Company)			
Name:	Clayton County Water Authority		Republic Services of Georgia, LP					
Address:	1600 Battle Creek Rd.		d/b/a Pine Ridge Landfill					
	Attn: Jennifer Brandon		_105 Bai	ley Jester Rd.				
City:	_Jonesboro		_Griffin, (	Ga. 30224				
State:		30328	770-233	3-9081				
Phone:	770-302-3457 Fax: 770-47	8-8894						
Contact:	Jennifer.brandon@ccwa.us							
Project:	Casey Pelletizing WRF – Waste Activisidge	vated County of Orig	and State	Clayton, GA	Exp. Date: 3/3/20 IntDate			
Additional	Information: Approved Annual Volum	ne 1000 Tons – Exp	piration Date 3	/3/2010				
"Waste"  2. Accepta identical subsequ	Waste Service. Subject to the terms and cereby and the Company agrees to accept at a delivered by Generator, and which is accepted to the Contract number referenced above, a tently approved by the Company and is other at the Facility ("Acceptable Waste").	its Facility, Acceptable table to the Company scribed in Paragraph 3 and which Profile(s) are	le Waste (herein / as herein provi ] herein and in a	iafter referred to a ded. .ny Special Waste	e Profile(s) which number is			
3. (A) <u>Ra</u> <u>Was</u>	ates for Disposal: Le <u>Disposal Method</u>	<u>Disposal Rate:</u>	Fees / Tax	es / Misc.	Transportation			
Sludge	Landfill \$2	28.75 Per Ton	+ Applicab	le Fees	~			
free liquids	ilent will be responsible for notification of tional charges for additional volume. Thi are not permitted for landfill disposal (40 or shall also be liable for all taxes, fees, or of	S waste must be able CFR 258,28).	e to pass a pair	nt filter test prior	r to shipment and disposal;			
Cannot E	exceed Daily Votume of Landfill Determin	ed Without Prior	Approval of Co	mpany.				
(B) <u>Inc</u> thi	corporation by Reference. In addition to S a Agreement as if fully set forth herein.	pecial Waste Profile(s	), the following o	documents are inc	corporated by reference into			
1)	Terms & Conditions							
_2)								
Similar le	Agreement. This Agreement is effective for rm thereafter unless either party shall give w r written notice.	month to month, com written notice (via certi	nmencing <u>2/1/20</u> fied mail) of tem	17 and shall auto nination to the oth	matically be renewed for a er party at least thirty (30)			
AND ON THE	NY AND THE GENERATOR, IN CONSIDE EGALLY BINDING AGREEMENT WHICH IS E REVERSE SIDE OF THIS DOCUMENT. I TIONS HAVE BEEN REVIEWED AND INIT	S SUBJECT TO THE IN ADDITION, THE G	TERMS AND C	ONDITIONS SET	EODTH ON THIS DAKE			
GENERATO	3	REPUE	LIC SERVICES	INC/COMPANY	1			
PM	Ticha Itum				•			
SIGNATURE	(AUTHORIZED REPRESENTATIVE)	SIGNA:	TURE (AUTHOR	RIZED REPRESE	NTATIVE)			
P. MICH	act Thomas General Manager ITLE (PLEASE PRINT)		AND TITLE (PLI		-			
3-2-2	- 2017		,					
DATE		DATE						

# Terms and Conditions of Special Waste Service Agreement

- 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 Wasi
- 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 hereinsite 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. otherwise dispose of such Waste.
- 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 writing 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).
- 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 taws, 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 in determine whether the Waste is Acceptable Wester or Uncereptable. 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 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.
- 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 19. The Facility in the manner directed by Company. Except in an emergency Generator's personnel shall not leave the immediate vicinity of their vehicls. After off-loading the Waste, Generator's personnel shall promptly feave 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 20 refuse to accept Waste from and shall deny an entrance (icense 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.
- Charges and Payment. Payment shall be made by Generator within thirty (30) days after date of <u>Charges and Payment.</u> Playment 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.
- 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
- Driver's Knowledge and Authority. Generator represents, warrants and coverants 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 to substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility of the Grintions of "Hazardous Weste 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 ligness to apart Company's Facility. license to enter Company's Facility.
- 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, issees, 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 equipment and the property of the prop Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due 21. 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.
- 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: Insurance.

Coverages
Worker's Compensation General Liability Automobile Liability

Minimum Amounts of Insurance \$500,000 combined single limit \$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 has been procured and is in force. Same poincies areal not discrete on cancellou, be permatted to expire or lapse, or be changed without thirty (30) days advance written hotice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the

- 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, socidents, 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, (I) 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 partles, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment. settle any labor dispute against its own best judgment.
- 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

- 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 easy each prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
- 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.
- 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.
- Miscellaneous.
  - (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
  - 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
  - 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.
  - 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 date) 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.
  - 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 affect and be construed without regard to such term, phrase, obligation or provision.
  - 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
  - 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.
  - 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.
- 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.
- Liquidated Damages. In the event that this Agreement is terminated by the Generator in a manner not in accordance with paregraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as literidated damages, and not as a penalty, the greater of an amount equal to six (8) months' service charges or the Generator's most recent monthly charge multiplied by six (8). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated plantages 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 himsy 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.



Republic Services, Inc/COMPANY: \_\_\_