

BAYSHORE REGIONAL SEWERAGE AUTHORITY



CONTRACT FOR:

RECYCLING AND/OR DISPOSAL OF ASH
FOR A TWO (2) YEAR PERIOD

- John Colligas..... Chairman
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- David Cohen.....Treasurer
- Kathleen Parcell..... Asst. Treasurer
- Frank A. Wells.....Secretary
- James DiNardo.....Asst. Secretary

Richard C. Fischer, Executive Director

July, 2010

NOTICE TO BIDDERS

BAYSHORE REGIONAL SEWERAGE AUTHORITY
MONMOUTH COUNTY, NEW JERSEY

for

RECYCLING AND/OR DISPOSAL OF ASH
FOR A TWO (2) YEAR PERIOD

Sealed proposals to the Bayshore Regional Sewerage Authority (BRSA) for Recycling and/or Disposal Of Ash for a two (2) year period will be received by the BRSA at the office of the Bayshore Regional Sewerage Authority, 100 Oak Street, Union Beach, New Jersey on Thursday, September 9, 2010 at 1:00 P.M. prevailing time, at which time and place, they will be publicly opened and read aloud.

After the bids have been read aloud, the bids will not be available for public review until after the next meeting of the BRSA. Bidders must attend the bid opening to obtain competitive prices.

NOTE: No bids will be received unless the entire Booklet of Contract Documents (all pages) are returned with the proposal form filled out in writing on the forms furnished and unless accompanied by a bid guarantee made payable to the Bayshore Regional Sewerage Authority. The bid guarantee shall be in the amount of 10% of the total contract price, but not to exceed \$20,000 and shall be in the form of a certified check or bid bond, at the option of the bidder. A Consent of Surety Statement shall also accompany the bid.

No bid may be withdrawn within sixty (60) days of the date for receipt of bids. The BRSA reserves the right to reject any or all bids, to waive any informality in any bid, and to accept that bid which, in its judgment, best serves the interest of the BRSA.

If awarded the Contract, your company/firm will be required to comply with the requirements of P.L.1975,C.127 (NJAC 17:27) et seq., Mandatory Affirmative Action Language.

The bidder is required to comply with the New Jersey business registration provisions of N.J.S.A. 52:32-44 which imposes certain requirements upon a business competing for, or entering into a contract with a public contracting agency. A copy of a business Registration Certificate issued by the Department of the Treasury, Division of Revenue must be submitted with your proposal.

Bidding documents may be examined and obtained from 9:00 a.m. to 4:30 p.m., Monday through Friday, at the offices of the BRSA, 100 Oak Street, Union Beach, New Jersey. Bidders will be furnished with a copy of the documents by request upon proper notice.

By Order of the Bayshore Regional Sewerage Authority

Frank A. Well, Secretary

BAYSHORE REGIONAL SEWERAGE AUTHORITY
MONMOUTH COUNTY, NEW JERSEY

CONTRACT FOR:
RECYCLING AND/OR DISPOSAL OF ASH
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INFORMATION FOR BIDDERS

1.0 Date and Place Of Opening Bid

The Bayshore Regional Sewerage Authority (BRSA), herein called the Owner, will receive sealed bids for Recycling, and/or Disposal of Ash for a two (2) year period.

Such bids, addressed to the Bayshore Regional Sewerage Authority will be received at the time and place stated in the Notice to Bidders and will thereafter be publicly opened and read aloud.

2.0 Definitions

The word "Authority, Owner, or BRSA" as used in the Notice to Bidders, Detailed Specifications, Information to Bidders, Proposal and Contract shall mean the Bayshore Regional Sewerage Authority, or any of its members or officers duly authorized to act in the execution of this Contract.

The word "Bidder" shall mean the person, firm, partnership or corporation submitting a proposal for this Contract.

The word "Contractor" shall mean the person, firm, partnership or corporation contracting for this Contract.

The word "Ash" shall mean the solid residue left when dewatered sludge material is thoroughly burned by the incinerator at the BRSA Wastewater Treatment Plant.

3.0 Location and Description of the Work

The work of this Contract consists of recycling and/or disposing of all ash residues generated at the BRSA Wastewater Treatment Plant (WWTP) located at 100 Oak Street, Union Beach, New Jersey from the Treatment Plant Site for a two (2) year period.

The Ash material is classified as non-hazardous waste and is exempt from the solid waste regulations of the Department of Environmental Protection, State of New Jersey. The work requires the bidder to find an approved disposal location for the ash material prior to bidding the work.

Generally, in the past, ash materials have been directed to the designated county solid waste facility permitted to receive the ash material. It is the intention of BRSA to have the bidder find a beneficial use/reuse for the ash material (this will preserve valuable landfill space). Currently, the Ash Material has been approved by the NJDEP for use in manufacturing asphalt.

The bidder is fore warned that NJDEP policy is to review proposals for beneficial use on a case-by case basis.

4.0 Indemnification (Ash Material Destination)

This Contract includes Ash Removal, Hauling, Recycling, and/or Disposal, along with the acceptance of the ownership of the Ash Material by the Contractor. More specifically, the Contractor agrees to indemnify and save harmless, and defend BRSA, and each of their officers and employees and agents, from any and all liability claims, demands, suits, actions, recoveries, and judgements of every nature and description brought or recovered against them including attorneys fees arising or alleged to arise from the Contractor's removal, hauling, disposal, recycling, ultimate use/reuse of, and/or, ultimate destination of the Ash material.

5.0 Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink. Bidders shall not remove and submit the proposal pages separate from the volume of contract documents, which shall include all pages correctly, assembled.

Prices must be given in writing and in figures, and in case of variance, the price in writing shall prevail. In case of discrepancies between unit prices and extension, the unit prices shall prevail.

Each proposal shall contain the full name of every person, firm or corporation interested in the same, and the address of the person or firm or authorized representative thereof, and each proposal shall be signed by a responsible official of the firm making the bid.

The Owner may consider informal any bids not prepared and submitted in accordance with the provisions hereof and may waive any informality in or reject any and all bids.

The envelopes containing the bids must be sealed, and addressed to the Bayshore Regional Sewerage Authority and designed "Bid for Recycling and/or Disposal Of Ash For a Two (2) Year Period".

6.0 Bid Security

Each bid must be accompanied by a certified check, cashier's check or bid bond prepared on the form attached hereto duly executed by the bidder as principal, and having as surety thereon a surety company approved by the Owner, in the amount of ten (10%) percent of the base bid, but not to exceed \$20,000. Such checks or bid bonds will be returned to all except the three lowest formal bidders within three days after the formal opening of bids and the remaining checks or bid bonds will be returned to the three lowest bidders within 48 hours after the owner and the accepted bidder have executed the contract, or if no contract has been so executed within 60 calendar days after the date of the opening of bids, unless an extension of this period is agreed upon. Bid bonds or other security must remain in effect for a minimum of 60 calendar days from the date of opening of bids.

7.0 Time To Award Contract

The Owner shall have 60 days from the receipt of bids to either accept or reject same, and a reasonable time thereafter in the event of any special circumstances or conditions requiring same.

8.0 Liquidated Damages for Failure to Enter Into Contract

A successful bidder, upon failure or refusal to execute and deliver the Contract and bond required within 10 days of notification of award shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9.0 Performance Bond

The Bidder to whom this contract shall be awarded must furnish a Bond in the amount of one hundred percent (100%) of the total price bid for the faithful performance of the contract in accordance with the Notice to Bidders, Information for Bidders, Proposal and Detailed Specifications. The Surety and Bond must be by a Surety Company authorized to do business in the State of New Jersey. All premiums due thereon must be paid in full. The bond shall remain in effect during the contract period.

Within ten (10) days after notification of the acceptance of his proposal, the successful bidder shall attend the office of the Bayshore Regional Sewerage Authority, and execute and deliver, in triplicate, the contracts. The bidder shall simultaneously deliver to the said Authority an executed performance bond of a responsible indemnity company authorized to do business in the State of New Jersey, and satisfactory to the Authority, for the full amount of the contract. The bonds shall be conditioned upon the faithful performance of the contract and upon the payment of all persons supplying labor, tools and equipment for the work.

10.0 Consent Of Surety

Each bidder shall submit with his Proposal a certificate from a surety company stating that it will provide a performance bond in accordance with the above section in the event the bidder is awarded the contract.

11.0 Basis for Comparing Bids

The Contract will be awarded to the responsible bidder or bidders whose bid total the lowest number of dollars.

In the event that there is a discrepancy between prices written in words and written in figures, prices written in words shall govern. No bid will be accepted which does not contain a price for every item contained in the proposal form.

All bids will be compared on the basis of the Owner's estimate of the quantities of work

to be done. The estimated quantities shown in the Proposal forms are not to be considered by the Contractor as actual quantities which may be required to complete the work but solely to serve as a basis for comparing bids.

12.0 Bidders to Examine Site

All bidders for work under this contract are required before submitting bids to examine the site of the work and adjacent premises and the various means of approach to the sites, and shall make all necessary investigations in order to inform themselves thoroughly as to the character and magnitude of all work involved in the complete execution of the contract; also as to the facilities for delivering and for handling material and plant at sites and the conditions and difficulties that will be encountered in the performance of the work specified herein.

13.0 Bidders Referred To Laws

The attention of bidders is especially called to the provisions of State, Municipal, and County ordinances, regulations and statutes, in relation to obstructing streets, maintaining signals, storing and handling of explosives, etc., and all statutes, regulations and ordinances of the State or any political sub-division thereof, affecting him or his employees or his work hereunder in relation to the municipalities or any other person and he shall obey and comply with all laws, regulations or ordinances controlling or limiting contractors while engaged in the prosecution of work on this contract and all statutes, regulations or ordinances required to be complied with for the performance under this contract and to make arrangements to obtain at his expense all necessary permits and approvals for the performance of the work under this contract. Safety regulations of the New Jersey Labor Board shall be specifically complied with.

14.0 Insurance Requirements

14.1 General Insurance Requirements

14.1.1 The Contractor shall not commence Work until the Contractor has obtained, at the Contractor's own expense, all of the insurance as required hereunder and such insurance has been approved by the Bayshore Regional Sewerage Authority; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission of the original certificates of insurance signed by authorized representatives of the insurers or, at the request of the Bayshore Regional Sewerage Authority, certified copies of the required insurance policies.

14.1.2 The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance and workers compensation/employers liability insurance. Except as modified by the Bayshore Regional Sewerage Authority in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates

prior to any Subcontractor commencing work on the project.

14.1.3 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until sixty (60) days prior written notice has been given to the Owner.

Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

14.1.4 No acceptance and/or approval of any insurance by the Bayshore Regional Sewerage Authority shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

14.1.5 Any deductibles or retentions of (\$5,000) or greater shall be disclosed by the Contractor and are subject to the Bayshore Regional Sewerage Authority written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

14.1.6 All insurance coverage shall be with AM Best's rated A- or better Insurance companies licensed to do business in the State of New Jersey.

14.2 Contractor's Liability Insurance

The Contractor shall purchase the following insurance coverage's for not less than the limits specified below or required by law, whichever is greater.

14.2.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:

\$1,000,000	each occurrence;
\$1,000,000	personal and advertising injury;
\$2,000,000	general aggregate; and
\$1,000,000	products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- a.) General aggregate limit applying on a per project / per location basis
- b.) Liability arising from premises and operations;
- c.) Liability arising from the actions of independent contractors;
- d.) Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- e.) Liability arising from the explosion, collapse or underground (XCU) hazards.
- f.) Limited Pollution Coverage at a limit of \$1 00,000.

14.2.2 Bayshore Regional Sewerage Authority shall be named as additional insured on Contractor's commercial General Liability insurance with respect to liability arising out of the Contractor's Work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must so state this. This coverage should be provided and evidence required for a period of one year after completion of the project.

14.2.3 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 (CSL) for bodily injury and personal injury per accident and including coverage for all of the following:

- a.) Liability arising out of the ownership, maintenance or use of any auto;
- b.) Auto non-ownership and hired car coverage.

14.2.4 Workers compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$500,000 each accident for bodily injury by accident;

\$500,000 each employee for bodily injury by disease; and
\$500,000 policy limit for bodily injury by disease.

Any work performed on, or adjacent to navigable waterways require proof of USL and HW coverage.

14.2.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$1,000,000 per occurrence;

\$1,000,000 aggregate for other than products/completed operations and auto liability;
and

\$1,000,000 products/completed operations aggregate.

14.2.6 Primary Insurance

Insurance provided to as specified herein shall be primary. Any other insurance, self-insurance coverage or indemnity available to the Owner and Owner's subcontractors shall be excess of and non-contributory with insurance provided to the Owner and Owner's subcontractor as specified herein.

14.3 Indemnification

14.3.1 The Contractor will protect, defend, indemnify, and hold harmless the Bayshore Regional

Sewerage Authority from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractor(s) and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

14.3.2 In any and all claims against the Bayshore Regional Sewerage Authority or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor, or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefits Acts.

15.0 Certification of Bidder Concerning Control of Equipment

Each Bidder is notified that under State law, he will be required to furnish certificate showing that he owns, leases or controls all the necessary equipment required to accomplish the work shown and described in the Contract Specifications. Should the Bidder not be the actual owner or leasee of such equipment required, his certificate shall state the source from which the equipment will be obtained and, in addition, shall be accompanied by a certificate from the Owner or person in control of the equipment definitely granting to the Bidder the control of the equipment required during such time as may be required for that portion of the Contract for which it is necessary. The certificate shall be of the form included in the Contract Documents.

16.0 Contract Documents

The contract shall be of the form provided on pages C-1 through C-4. The Notice to Bidders, Information for Bidders, Detailed Specifications, Specification, Proposal and Consent of Surety submitted by the successful bidder are expressly made part of the Contract between the Contractor and the Authority.

17.0 Qualifications of Bidders

The Owner may make such investigation as he deems necessary to determine the ability of the bidder to provide the required services and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to provide the services as specified. Conditional bids may not be accepted.

18.0 Withdrawal of Bids

Upon proper request and identification, bids may be withdrawn at any time prior to the designated time for the opening of bids. No bid may be withdrawn within 60 days after the actual date of the opening thereof.

19.0 Addenda And Interpretations

No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Bayshore Regional Sewerage Authority, 100 Oak Street, Union Beach, New Jersey 07735 and, to be given consideration, must be received at least seven days prior to the date fixed for the opening of bids. Any and all such interpretation to the specification which, if issued, will be sent by certified mail, return receipt requested, to each of the bidders who has taken out the contract documents, at the respective addresses furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum, or interpretation, shall not relieve any bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

20.0 Conditions Of Work

Each bidder must inform himself fully of the conditions of the contract and specifications. Failure to do so will not relieve a successful bidder of his obligation to furnish the service contract as specified and to carry out the provisions of the contract documents.

21.0 Power Of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

22.0 Method Of Award

Award, if made, will be to the lowest responsible bidder whose proposal complies in all respects with the requirements herein. The award will be made by the Owner at a regular or a special meeting.

23.0 Bidders Referred To Laws And Safety

The attention of the Bidders is especially directed to the provisions of Federal, State, County and Municipal ordinances, laws, statutes and regulations that may apply to the work, including particularly all safety regulations. Particular note is to be taken also of those provisions affecting the Contractor or his employees in the prosecution of the work or his relation to any political subdivision or person. All pertinent laws, statutes, ordinances and regulations shall be obeyed and complied with by the Contractor, his subcontractors and all of his representatives.

In the prosecution of the work under this contract, all provisions of the New Jersey State Labor Laws shall be complied with by the Contractor.

The Contractor shall comply with all current requirements of the Federal Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54).

The Contractor shall also comply with all current requirements promulgated under the New Jersey Department of Labor and Industry's Bureau of Engineering and Safety regulations.

24.0 Subletting

The Contractor shall not sell, sublet, transfer, assign or otherwise dispose of the contract, or any portion thereof, of the work provided therein, or his right, title or interest therein, to any third party without the written consent of the Owner.

25.0 Permits, Qualification, Licenses

The Contractor shall obtain and pay all fees for permits associated with any portion of this contract as may be required or arising out of the work to be performed. No separate payment will be made for same.

26.0 Tools and Equipment

All tools and equipment used in conjunction with this work are to be first class and meet the approval of the authorized Authority representative.

27.0 Length of Contract

Length of this contract shall be for two (2) years. The BRSA reserves the right to extend the Contract one time, for a two-year period, subject to agreement by the contractor and the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation. Should BRSA renew the Contract, the prices shall be per the original Contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. On the 22nd month of the Contract period, the Contractor must submit in writing their request for a contract extension with or without an increase. Requests for Contract increases shall only be considered if the Contractor can satisfactorily demonstrate to BRSA that they have experienced increased costs with respect to labor, materials, and transportation.

28.0 Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 Et Seq.
N.J.A.C. 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-3 1 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

29 Equal Opportunity for Individuals with Disability

The contractor and the Bayshore Regional Sewerage Authority, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection

therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

30 New Jersey Business Registration Requirements

The Contractor shall include proof of New Jersey Business Registration with his proposal in accordance with New Jersey P.L. 2004, c. 57 (Chapter 57). Proof of business registration shall be a copy of a Business Registration Certificate issued by the Department of the Treasury, Division Of Revenue. Information on how a business can obtain a certificate can be obtained on the Internet at www.nj.gov/njbgs or by phone at 609 292 1730

In addition, the contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the Bayshore Regional Sewerage Authority, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal

property delivered into this State, regardless of whether the tangible personal property is intended for a contract with the Bayshore Regional Sewerage Authority.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

* * * * *

PROPOSAL OF

Name: _____

Address: _____

Telephone Number: _____

FOR THE RECYCLING AND/OR DISPOSAL OF ASH AS SPECIFIED HEREIN

FOR A TWO (2) YEAR PERIOD

TO THE
BAYSHORE REGIONAL SEWERAGE AUTHORITY

The undersigned, as Bidder, having carefully read the Notice to Bidders, Information for Bidders, Specifications, Proposal, and Form of Contract, hereby agrees to the Recycling And/Or Disposal Of Ash For A Two (2) Year Period from the premises owned by the Authority in accordance with said Specifications at the unit prices listed on Page P-2. Further, the undersigned, as Bidder, declares that only parties interested in this Proposal as principals are named herein and that this Proposal is made without collusion with any other person, firm or corporation.

(Bidder sign here)

PROPOSAL TO
 BAYSHORE REGIONAL SEWERAGE AUTHORITY
 MONMOUTH COUNTY, NEW JERSEY
 FOR
 RECYCLING AND/OR DISPOSAL OF ASH
 FOR TWO (2) YEARS

BID FORM

BID				
ITEM	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
			(\$)	(\$)
1	Recycling and/or Disposal of Ash for a Two (2) year period Write total price in words:	1000 Tons	\$ _____	\$ _____
2	Proposed Ash Destination, Sanitary Landfill, Reuse, etc. Write disposal name and address	N/A	N/A	N/A

Contractor acknowledges that the Contract is an “as Called” Contract and there is no minimum value guaranteed. If this proposal shall be accepted by the owner, the undersigned agrees to removal of Grit and Screenings as required under this Contract from the date of execution of this Contract, and shall keep said contract in force for a period of two years

Extension of Contract – The BRSA reserves the right to extend the Contract one time, for a two year period, subject to agreement by the contractor and the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation. Should BRSA renew the Contract, the prices shall be per the original Contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change I the index rate for 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. On the 22nd month of the Contract period, the Contractor must submit in writing their request for a contract extension with or without an increase. Requests for Contract increases shall only be considered if the Contractor can satisfactorily demonstrate to BRSA that hey have experienced increased costs with respect to labor, materials, and transportation.

(Prospective Contractor sign here)

In addition, the undersigned Bidder also acknowledges receipt of the following Addenda:

ADDENDUM NO.

DATED

The full names and addresses of all persons and parties interested in this Proposal as principals are as follows below. (Note: For each person, give first and last names in full. In the case of a Corporation, give names and addresses of the President, Secretary, Treasurer, Manager, and Directors, and state the place of incorporation.)

This Proposal is respectfully submitted by:

PROPOSAL CHECKLIST

This Proposal Checklist is not a Contract Document but is provided only as a convenience to the Bidder to guard against unintentional noncompliance with the requirements for a complete Proposal.

In case of any conflict between the requirements of this Proposal Checklist and the requirements of the Contract Documents, the requirements of the Contract Documents shall prevail.

Bidders are requested to check-off their compliance with the items in the columns below and to sign the Proposal Checklist.

- / / The Proposal Form is bound in with all the pages making a complete volume of the Contract Documents
- / / The Bid will be contained in a sealed envelope addressed to the Bayshore Regional Sewerage Authority.
- / / Prices in words and numbers inserted for each Bid Item in Proposal.
- / / Total Price Bid inserted in Proposal in words and numbers.
- / / Details of bid security inserted in Proposal pages.
- / / Addenda Nos. and dates inserted in Proposal pages.
- / / Proposal is signed on behalf of Bidder.
- / / Signature of Bidder on Proposal is witnessed.
- / / Names of signers and witnesses are typed or printed below signatures.
- / / For Corporate Bidders, corporate seal is affixed to signature page of Proposal.
- / / Ownership Disclosure Statement is completed and properly signed in behalf of Bidder.
- / / The New Jersey Business Registration Certificate issued by the Department of The Treasury, Division of Revenue is included.
- / / Bid Bond is duly executed by Principal and Surety and Power of Attorney for representative of Surety is attached.
- / / Certificate of Surety for Performance Bond is completed

OWNERSHIP DISCLOSURE STATEMENT

In accordance with State law, corporate and partnership bidders on this contract must submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock, or of the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

NAME

ADDRESS

(PARTNERSHIP or CORPORATION)

(SIGNATURE OF PRESIDENT or
OTHER DULY AUTHORIZED
OFFICER) (DATE)

(ADDRESS)

(PRINT NAME and TITLE)

ATTEST:

SEAL

(Signature of Secretary or Assistant Secretary)

(Signature of Secretary or
Assistant Secretary)

(Print Name and Title)

* * * * *

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ Hereinafter called the

Principal, as Principal, and the _____

_____, of _____

a corporation duly organized under the laws of the State of _____

_____, hereinafter called the Surety, as Surety, are held and firmly bound unto _____

_____ hereinafter called the Obligee, in the sum of _____

_____ Dollars \$ (_____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for _____

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____ A.D. _____ 2010
In the presence of:.

(PRINCIPAL) (Seal)

WITNESS

TITLE

SURETY (Seal)

WITNESS

TITLE (Seal)

* * * * *

CONSENT OF SURETY

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and bound as surety and guarantor for labor and material payment in an amount equal to 100% of the contract price, and will execute them as party of the third part thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum to which the said Contractor would have been entitled upon the completion of the said contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this _____ day of _____ 2010.

(A corporate acknowledgment and statement of authority to be hereto attached by the surety company.)

By _____
Surety Company
Attorney-in-Fact

Attest:

* * * * *

SURETY ACKNOWLEDGMENT

STATE OF)
COUNTY OF) ss.

On this _____ day of _____ in the year 2010, before me personally came _____
_____ to me known, who being by me duly sworn, did depose
and say, that he resides in _____
that he is the _____ of _____
_____ the Corporation described in and which executed the foregoing instrument, that he knows
the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it
was so affixed by order of the board of directors of said corporation, and that he signed his name
thereto in like order.

(Seal) _____

CONTRACTOR ACKNOWLEDGMENT

STATE OF)
COUNTY OF) ss.

On this _____ day of _____ in the year 2010, before me personally came _____
_____ to me known, who being by me duly sworn, did depose
and say, that he resides in _____
that he is the _____ of _____
_____ the Corporation described in and which executed the foregoing instrument, that he knows
the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it
was so affixed by order of the board of directors of said corporation, and that he signed his name
thereto in like order.

(Seal) _____

* * * * *

CONTRACT FOR
RECYCLING AND/OR DISPOSAL OF ASH
FOR A TWO (2) YEAR PERIOD

For
WASTEWATER TREATMENT FACILITY
BAYSHORE REGIONAL SEWERAGE AUTHORITY
MONMOUTH COUNTY, NEW JERSEY

THIS AGREEMENT made this _____ day of _____, 2010, by and between the BAYSHORE REGIONAL SEWERAGE AUTHORITY, Monmouth County, with legal address at 100 Oak Street, Union Beach, County of Monmouth and State of New Jersey, hereinafter called the Authority, Party of the First Part, and _____ with legal address at _____ in the County of _____, and State of _____ hereinafter called the Contractor, Party of the Second Part.

WITNESSETH:

For and in consideration of the covenants, conditions and agreements contained in the Notice to Bidders, Information for Bidders, Consent of Surety, Proposal, and specifications all of which are herein incorporated as though set forth in full, the parties hereto, by the execution of this agreement, agree to conform with and be bound by all of the terms, conditions, covenants, and stipulations set forth in the aforesaid Notice to Bidders, Information for Bidders, Consent of Surety, Proposal and Specifications agreeing to perform said work in accordance therewith and the Authority agreeing to pay therefor as therein specified.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their corporation seals to be hereto affixed, the day and year first above written.

BAYSHORE REGIONAL SEWERAGE AUTHORITY

BY: _____
Chairman

ATTEST:

Secretary

(SEAL)

DELIVERED in the presence
of or ATTESTED by:

(SEAL)

(CONTRACTOR) SIGNED, SEALED,
BY: _____

CONTRACTOR'S RELEASE AND INDEMNIFICATION

RECYCLING AND/OR DISPOSAL OF ASH

KNOW ALL MEN BY THESE PRESENTS THAT

(Contractor)

of _____ County and State of _____

does hereby acknowledge that he has received this _____ day of _____, 2010, from the Bayshore Regional Sewerage Authority the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to the Contractor by any means whatsoever, for and on account of a certain agreement hereinafter called the Contract **, between the said Contractor and the Bayshore Regional Sewerage Authority dated _____.

NOW, Therefore, the said _____

(Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, indemnify, quit-claim and forever discharge the said Bayshore Regional Sewerage Authority, its successors and assigns, of and from all claims and demands arising from or in connection with the said Contract ** dated _____ and of and from all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extends, execution, claim and demand, attorneys fees, whatsoever in law or equity, or otherwise which against the Bayshore Regional Sewerage Authority, its successors or assigns ever had, now have, or which (I, my heirs, executors or administrators)(it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to date of these presents.

** This Contract includes recycling and/or disposal of ash, and the acceptance of ownership of the Ash material. More specifically the Contractor agrees to release and indemnify the Bayshore Regional Sewerage Authority from all claims against the Bayshore Regional Sewerage Authority that could result from the ultimate use/reuse of and/or destination of the ash material.

CERTIFICATE OF ATTORNEY

I HAVE EXAMINED THE CONTRACT DOCUMENTS, INSURANCE
CERTIFICATES AND BONDS AND FIND THEM IN PROPER FORM. I,
HEREBY, CERTIFY THAT IN MY OPINION THE OWNER HAS THE AUTHORITY AND
POWER TO MAKE THE FOREGOING CONTRACT.

DATE

ATTORNEY

* * * * *

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that_____

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and_____

(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert the name and address or legal title of the Owner)

_____ as Obligee, hereinafter called Owner,

in the amount of _____ Dollars, (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2010.

entered into a Contract with Owner for_____

in accordance with drawings and specifications prepared by_____

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

- a. The Surety hereby waives notice of any alteration or extension of time made by the Owner.
- b. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly;

- 1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to Contractor.

c. Any suit under this bond must be instituted before expiration of one (1) years from the date on which final payment under the Contract falls due.

d. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner.

SIGNED AND SEALED this _____ day of _____ A.D. 2010

ATTEST: _____ (Seal)
CONTRACTOR

Title TITLE

SURETY (Seal)

Title TITLE

* * * * *

EQUIPMENT CERTIFICATION

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION:

If the Bidder owns, leases or controls all the necessary equipment required, he shall complete Part 1. Should the Bidder not own, lease or control the necessary equipment required, he shall have Part 2 completed. This certification must be attached to and submitted with the Proposal.

Part 1

"This is to certify that I, the Bidder signing the attached Proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described on the Contract drawings and in Contract Specifications."

Date

Signature of Bidder

Part 2

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the Bidder named below the control of said equipment during such time as may be required for that portion of the work described on the Contract Drawings and in Contract Specifications for which said equipment is necessary."

Date

Signature of Owner or
Controller of Equipment

Name of Bidder

Business Address of Above

List of Equipment

* * * * *

DETAILED SPECIFICATIONS

1.00 Requirements:

Under this Contract, the Contractor shall remove, haul, recycle and/or dispose of all ash residues generated at the Bayshore Regional Sewerage Authority (BRSA) Wastewater Treatment Plant (WWTP) located at 100 Oak Street, Union Beach, New Jersey for a two (2) year period. The BRSA WWTP generates approximately 1000 tons of ash per year

1.01 General

The Bayshore Regional Sewerage Authority owns and operates a fluidized bed incinerator for burning de-watered sludge from the Wastewater Treatment Plant located at 100 Oak Street in Union Beach, New Jersey. A wet scrubber is used to remove particles of ash from the exhaust gases leaving the incinerator.

The ash / water slurry from the wet scrubber is continuously pumped to one (1) of three (3) different reinforced concrete Ash Settling Basins. The liquid Ash slurry enters the Ash Settling Basin where the Ash particles settle and the clarified supernatant flows back to the head of the plant through the plant drain system.

The Ash accumulates in the bottom of the basin and after approximately three (3) months the settled ash has filled the basin being used. The Ash slurry from the wet scrubber is then redirected to the next basin, and the Ash in the previously filled basin is left to dry out until it becomes manageable so that it can be excavated and removed. The length of the drying period is approximately several months and is subject to the Weather.

Each basin has a uniform cross section of 22 feet wide by 8 feet at the deep end for a length of 45 feet. Each basin slopes upward a length of 60 feet (total of 105 ft.) to the shallow end to allow the front end loader to excavate the ash material. The basins have a volume of 489 cubic yards (100,000 gallons) each.

Adjoining the three (3) settling basins is a large flat "L" shaped reinforced concrete pad for storage of dewatered ash (50 ft x 72 ft. and 50 ft. x 163 ft.). When the dewatered ash in the basins becomes manageable with excavating equipment, the ash can be removed from the basins with a front end loader and placed directly in trucks, or stock piled on the reinforced concrete pad.

Removal and Hauling of ash shall be at the request of the BRSA and during regular business hours. The Contractor shall respond to notification of removal and hauling of Ash material with loader and dump trucks within seven (7) days.

1.02 Destination of the Ash Material Product

The recycling and/or disposal Contractor shall be responsible for finding an innovative beneficial use/reuse for the incinerator ash material product prior to bidding. Item 3.00 of the Proposal form must be filled in with the ultimate destination of the Ash.

1.03 Character Of Ash Materials to Be Removed And Hauled

The ash material is a non-decomposable, inert, non-hazardous material that conforms to the New Jersey Department of Environmental Protection solid waste classification ID 27I (N.J.A.C. 7:26-6).

The ash product has a dark brown color and has been classified by French & Parrello Associates as a Brown SILT and+ mf+ Sand texture.

The Atterberg Limits	Liquid Limit N	Plastic Limit P
<u>US Standard Sieve Number</u>		<u>Percent Finer By Weight</u>
10		100
30		98
60		93
100		67
200		52

An information booklet containing information about the ash material along with Laboratory Analysis indicating the non toxic characteristics is available at the offices of BRSA located at 100 Oak Street, Union Beach, New Jersey.

1.04 Contractor's Release and Indemnification

The Contractor shall be responsible for the ultimate destination of the ash material. The Contractor's attention is directed to Page C-2 of the Form of Contract. The Contractor must agree to release and indemnify the BRSA from all claims against the Bayshore Regional Sewerage Authority that could result from the ultimate use/reuse of and/or destination of the ash material.

1.05 Registration of Motor Vehicles And Equipment:

The Contractor and his vehicles and equipment shall be properly licensed and registered to haul the ash material in the State of New Jersey in accordance all applicable laws, rules, and regulations.

1.06 Hauling:

Access to the Wastewater Treatment Plant shall be made using Union Avenue, Florence Avenue, Ninth Street and Oak Street in Union Beach. The Contractor shall be responsible for transportation of the materials from the plant site to the ultimate destination site in an environmentally sound manner. Contractor shall be responsible for removing or otherwise cleaning any material dropped or spilled on public or private property and shall hold the Authority harmless for any such spillage.

1.07 Requirements and Regulations:

All recycling and/or disposal of ash shall be done in an environmentally acceptable manner and shall meet all requirements and regulations of authorities having jurisdiction over its transport and ultimate destination. The bidder is assumed to have made himself aware of all Federal, State, Local, and Municipal laws, ordinances, rules, and regulations which, in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work, and no plea of misunderstanding will be considered on account of the ignorance thereof. If the bidder shall discover any provisions in the contract documents, specifications, or other contract documents which are contrary to, or inconsistent with, any such law, ordinance, rule, or regulation, he shall forthwith report it to the BRSA in writing at least 48 hours in advance of the bid date.

1.08 Ash Removal, Hauling, Recycling, and/or Disposal With Loader And Dump Trucks:

Ash Recycling and/or Disposal shall be done with loader and dump trucks, consisting of the Contractor providing a large front-end loader and dump trucks for the removal and hauling of Ash material. The dump trucks shall be used to haul the Ash material away from the Treatment Plant Site. The Contractor's Personnel shall operate both the front-end loader and dump trucks. The front-end loader shall be used to fill the dump trucks and shall remain at the Bayshore Regional Sewerage Authority plant site on a continuous daily basis until all of the manageable Ash is removed from the BRSA Wastewater Treatment Plant Site.

All loading operations shall be done on the reinforced concrete platform adjacent to the basins. The surface of the platform drains back to the head of the wastewater treatment plant. All truck tires contaminated with ash and any other vehicles with ash there on shall be washed before leaving the platform.

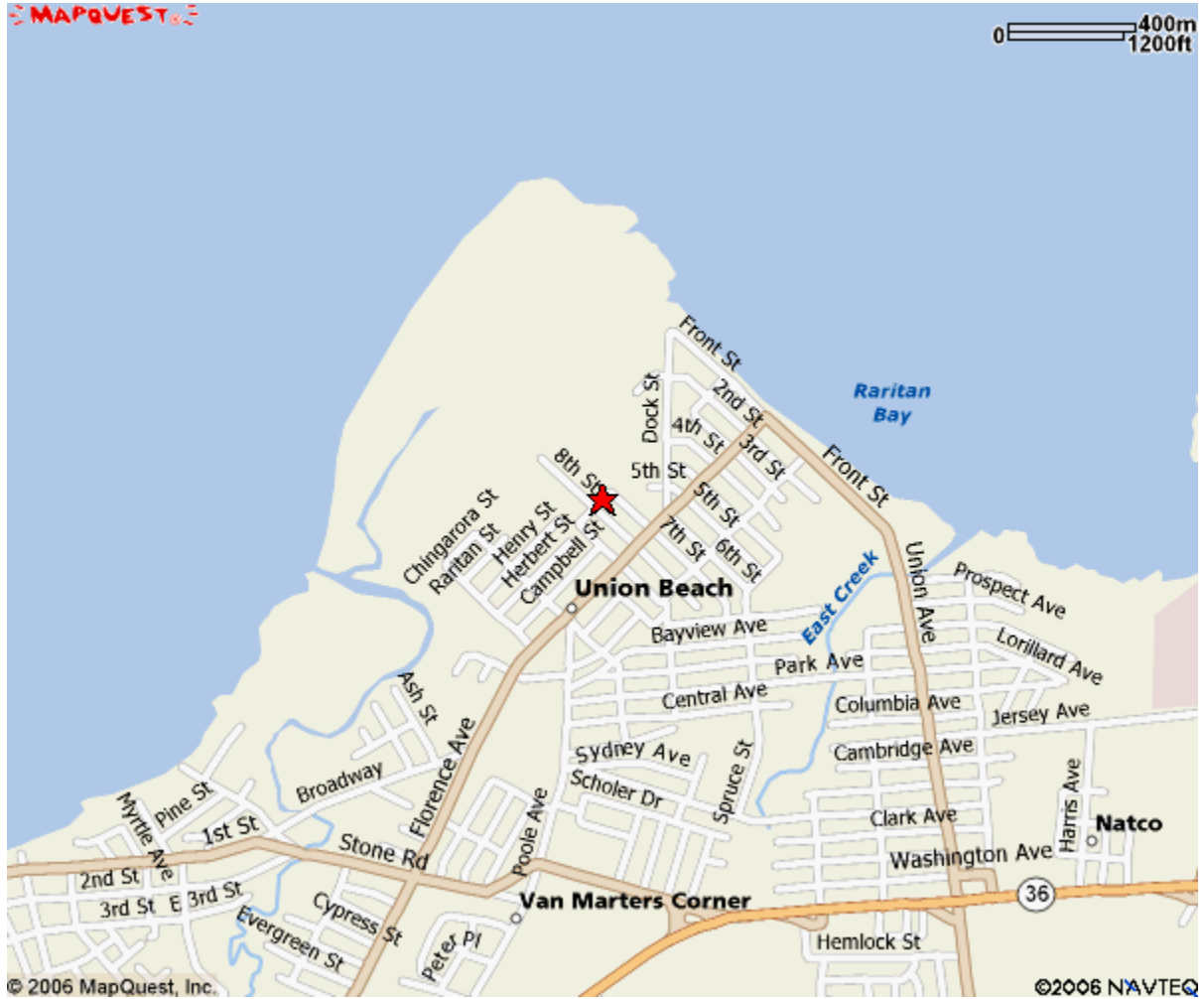
Removal and hauling shall be at the request of the BRSA Personnel and during regular business hours. The Contractor shall respond to notification of removal and hauling of Ash material with loader and dump trucks within seven (7) days.

1.09 Measurement and Payment

Measurement for payment of Ash Recycling and/or Disposal will be on a per ton basis for the actual amount of Ash Removed and Hauled away from the BRSA Wastewater Treatment Plant Site as authorized and measured. Measurement of the amount of material will be in tons according to United States standard measure. The Trucks used to haul the Ash material shall be weighed at the disposal site empty and full each haul, on an accurate, certified, approved scale by a competent, qualified person. Certified weight slips shall include the Gross, Tare, and Net weights of each truck. The Certified weight slips shall be signed by the qualified scale operator.

Payment for Ash Removed and Hauled will be made on a per ton basis for the actual number of tons of Ash Removed and Hauled at the unit price bid in the proposal, which price shall include all costs of mobilization / demobilization, trucks, loading, hauling, weighing, unloading, and disposal.

1.10 Bayshore Regional Sewerage Authority Wastewater Treatment Plant Location Map



* * * * *