

# RESOLUTION

No. \_\_\_\_\_

Date of Adoption APR 21 2022

Approved as to Form and Legality  
*Wesley Bridges*  
WESLEY BRIDGES, ESQ. DIRECTOR OF LAW

Factual content certified by  
*Mark Lavenberg*  
MARK LAVENBERG, DIRECTOR OF WATER AND SEWER

Councilman /woman Caldwell - Wilson presents the following Resolution:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO BCHG, INC. FOR POTABLE WATER RESIDUALS DISPOSAL, BLENDING AND BENEFICIAL REUSE FOR A PERIOD OF ONE (1) YEAR FROM MARCH 18, 2022 TO MARCH 17, 2023 IN AN AMOUNT NOT TO EXCEED \$594,900.00- BID2022-16**

WHEREAS, one (1) sole bid was received on March 1, 2022 for Potable Water Residuals Disposal, Blending and Beneficial Reuse for a period of one (1) year with the option to exercise the contract for one (1) additional year for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant; and

WHEREAS, the purpose of this contract is required to foster and promote recycling and beneficial reuse of water treatment residuals, including land application, topsoil production or other beneficial reuse, consistent with the regulations of the NJPDES program with respect to the beneficial reuse of water treatment residuals; and

WHEREAS, the sole bid of BCHG, Inc., 747 Cherry Street, Southampton, New Jersey 08088 made pursuant to advertisement, be and is hereby accepted, as the lowest, responsive, responsible bidder complying with terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$594,900.00 for a unit price per ton \$78.50 for 7,500 tons, and laboratory testing in an amount not exceed \$6,150.00 (see attached breakdown of the services and pricing) have been certified to be available in the following account number (s): CY 2022, 2-05- -55-5500-826-005 contingent upon the adoption CY'2022 final budget. This contract shall be awarded for a period of one (1) year from March 17, 2022 to March 18, 2023; with an option to exercise the contract for one (1) additional year in an amount not to exceed \$594,900.00 for a unit price per ton \$78.50 for 7,500 tons, and laboratory testing in an amount not to exceed \$6,150.00. A resolution must be prepared to exercise the option to extend the contract for an additional one (1) year and the awarded bidder must submit an extension letter holding the price.

# RESOLUTION

**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with BCHG, Inc., 747 Cherry Street, Southampton, New Jersey 08088 for Preventive Maintenance and Inspections Potable Water Residuals Disposal, Blending and Beneficial Reuse for a period of one (1) year with the option to exercise the contract for one (1) additional year for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant for the said purposes in the manner prescribed by law.

	Aye	Nay	Abstain	Absent		Aye	Nay		Abstain	Absent		Aye	Nay	Abstain	Absent
CALDWELL	✓				RODRIGUEZ	✓					MCBRIDE	✓			
WILSON	✓														
HARRISON	✓				VAUGHN	✓									
MUSCHAL	✓				WILKINS	✓									

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on APR 21 2022

Kelly McBride  
President of Council

Penelope S. Edwards-Carter  
City Clerk  
**Penelope S. Edwards-Carter**  
Assistant Municipal Clerk

**AGREEMENT  
CITY OF TRENTON, NEW JERSEY  
BID2022-16  
RESOLUTION NUMBER:#22-167**

**POTABLE WATER RESIDUALS DISPOSAL, BLENDING AND BENEFICIAL REUSE FOR A PERIOD  
OF ONE (1) YEAR FROM APRIL 22, 2022 TO APRIL 21, 2023 AWARDED TO BCHG, INC.**

This Agreement, entered into this 22<sup>ND</sup> Day of APRIL 2022 between the City of Trenton, a municipal corporation of the State of New Jersey, ("CITY") **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **BCHG, INC., 747 CHERRY STREET, SOUTHAMPTON, NEW JERSEY 08088** (Contractor"), witnesseth that:

**WHEREAS**, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$594,900.00 FOR A UNIT PRICE PER TON AT \$78.50 FOR 7,500 TONS FOR REMOVAL, TRANSPORTATION AND BENEFICIAL REUSE, AND LABORATORY TESTING IN AN AMOUNT NOT TO EXCEED \$6,150.00 (SEE ATTACHED BREAKDOWN OF PRICING) FOR A PERIOD OF ONE (1) YEAR FROM APRIL 22, 2022 TO APRIL 21, 2023; WITH AN OPTION TO EXERCISE THE OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR FROM APRIL 22, 2023 TO APRIL 21, 2024 IN AN AMOUNT NOT TO EXCEED \$594,900.00 FOR A UNIT PRICE PER TON AT \$78.50 FOR 7,500 TONS, AND LABORATORY TESTING IN AN AMOUNT NOT TO EXCEED \$6,150.00 (SEE ATTACHED BREAKDOWN OF PRICING). A RESOLUTION MUST BE ADOPTED TO EXERCISE THE OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR AND THE BIDDER MUST SUBMIT AN EXTENSION LETTER TO EXTEND THE PRICING AND SERVICES FOR AN ADDITIONAL ONE (1) YEAR.**

**FIRST**, A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION ACCEPTING A BID AND AWARDED A CONTRACT TO BCHG, INC.,  
747 CHERRY STREET, SOUTHAMPTON, NEW JERSEY 08088 FOR POTABLE WATER RESIDUALS DISPOSAL, BLENDING  
AND BENEFICIAL REUSE FOR THE CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER, WATER FILTRATION  
PLANT**

B. The contract shall submit with contracts with the following:  
**UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS  
SUB-CONTRACTORS: NONE**

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference,. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

**SECOND**. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

**THIRD**. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

**FOURTH**. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement, and given the same time allowance for such replacement as is given Contractor.

**FIFTH**. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the

Governing Body shall be required), and any breach of this covenant shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

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

a. 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, or sex. 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, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he 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 CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

- e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:
1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
  2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3) (a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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 or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. 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. (N.J.A.C. 17:27-5.3) (a) (3)

i. 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)



p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 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 thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.



IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest:    
Municipal Clerk W. Reed Gusciora, Esq. Mayor  
2/6/2022 7.5.22  
Date Date

and

**BCHG, INC., 747 CHERRY STREET, SOUTHAMPTON, NEW JERSEY 08088**

Attest:    
Secretary President  
6-23-22  
Date

SCOPE OF CONTRACT  
TRENTON WATER WORKS  
MERCER COUNTY NEW JERSEY  
TRENTON WATER WORKS WATER TREATMENT PLANT  
POTABLE WATER RESIDUALS DISPOSAL, BLENDING, AND BENEFICIAL REUSE  
CY2022

Detailed Specification

It is the intent of the City of Trenton, Trenton Water Works to foster and promote recycling and beneficial reuse of water treatment residuals, including land application, topsoil production or other beneficial reuse, consistent with the regulations of the NJPDES program with respect to the beneficial reuse of water treatment residuals. Bids are requested for the removal and beneficial reuse of residuals from the Trenton Water Works (TWW) Water Treatment Plant (WTP) for one (1) year Contract period with the option to extend for an additional one (1) year period. The term of the Contract shall be determined, and the Contract shall be awarded, at the sole discretion and in the best interest of TWW, based upon the evaluation of the information provided in the Proposals received.

Item 1.00 - For the Transportation, Blending, Beneficial Reuse, and/or Removal of Residuals Generated at the TWW WTP for a Period of One (1) Year with the option to extend

For the unit price bid under this Contract, the Contractor shall furnish all labor, supervision, materials, tools, equipment and any additional services as may be required to completely remove and provide for the beneficial reuse of residuals generated by the TWW WTP for the first one (1) year period from award date through one year and corresponding dates for the second year. During the one year Contract period, the Contractor shall provide all services required under the Contract for removal, transportation and beneficial reuse of TWW WTP residuals for the unit prices bid. Each bidder shall also be required to provide for the storage of TWW WTP residuals in the event that there are periods when land application or processing is not possible. An additional requirement of the Contract is the Guarantee of Reserved Capacity for TWW residuals.

The estimated total quantities of residuals that will be generated during the one-year Contract period are as follows:

Item 1a	7,500 Tons
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Since the specific quantity of residuals which will be generated by the Water Treatment Plant is predicated on many factors including volumes of water produced, river water quality, and treatment plant performance, it is difficult to accurately estimate the quantity of residuals which will be available over the one-year Contract period. The residuals shall be used for blending with the City's composted leaves and spoils.

The quantities above are approximate and are included for comparison of bid purposes. The Owner reserves the right to increase or decrease these quantities without limit in accordance with actual operating requirements. Under normal plant operating conditions, the dewatered residuals will be generated for removal, transportation, blending and beneficial reuse. The dewatered resi-

duals are expected to have a solids content of 18 to 25 percent. Item 1.00 shall be used by the Owner for the comparison of bids.

The Owner shall place dewatered residuals into suitable weatherproof and waterproof containers to be provided by the Contractor. Each thirty (30) cubic yard container shall have Teflon sheeting or other non-stick surface. When dumpsters are returned with 15% or more material still retained, the contractor shall not be entitled to the full charges for the hauling, moving, disposal, etc. for those dumpsters. The Contractor shall provide the containers at the designated location under the Belt Filter Presses. An adequate number of empty containers shall be stored on site and in place under the individual belt filter presses so that there is no delay in dewatering operations of the facility. Services shall include the removal of full containers on an "as needed" basis. This shall include more frequent removal of full containers and replacement with empty units during periods of heavy dewatering operations. Containers shall be registered with NJDEP in accordance with N.J.A.C. 7:26-3.2 and shall be weighed (before after) at the owner's expense from a certified scale within 20 minutes of the filtration plant to ensure a timely return of an empty dumpster. The dumpsters shall then be transported by the contractor to the City's permitted location for the blending of the materials for beneficial reuse. Residuals shall not be stock piled by the contractor for more than 3-days in the permitted location and within the restrictions of the permit. In the event that the permitted location may not be used due to an operational, regulatory, or other reason at the owner's discretion, the City shall direct the contractor to dispose of the residuals in accordance with N.J.A.C. 7:26-3.5(a) and all other applicable Local, State and Federal regulations at no additional expense and per the provisions of the contract.

### **Contract Documents**

The Contract Documents for this project consist of the Notice to Bidders, Information for Bidders, N. J. State Wage Determination, Scope of Contract, Proposal, Non-Collusion Affidavit, Bid Bond, Equipment Certificate, Consent of Surety, Contract, Performance Bond, Guarantee of Reserved Capacity, Specifications, and any addenda which may be issued.

### **Topsoil Production**

Significant resources have been applied to secure a location and to transport other materials throughout the City (such as leaves) to a site for the beneficial blending of materials for beneficial reuse. The City of Trenton has a permit to receive and process water residuals for beneficial reuse. This site is permitted by NJDEP to process water residuals. The successful bidder shall assume operational control of the entire site, located at 1502 Lamberton Road, Duck Island, Trenton, NJ. The entire site is designated as the Trenton Recycling Center. The area permitted by NJDEP to process water residuals comprises 20% of the area. The City Public Works Department brings brush, tree parts and collected leaves to areas at this location, **but not contained within the NJDEP permitted area**, for grinding and further processing. The successful bidder shall provide suitable grinding machinery and supportive equipment to continue this operation. Additionally, the Sewer and Water Departments, as well as City contractors, bring clean fill dirt to this same location. Such materials are subsequently used in water residual processing. Successful bidders shall provide suitable equipment to continue this operations. At a minimum, successful bidder shall be prepared to provide two (2) wheel loaders



with 5 cubic yard buckets, a site truck, such as a Terex or Yuke to move material around the yard, a grinding machine capable of processing tree parts limbs and brush, a vibrating deck shaker screen for screening soils blended at the facility and at least a bull dozer, approximate size comparable to a D-6. Additionally, a tracked excavator and back hoe are advantageous to daily operations.

As stated there shall be no more than 3-days of stock piling of residuals at the site in the permitted area. The contractor is responsible to blend the residuals with no more than 35% of the finished product to be composed of residuals. The remaining 65% shall be composed of uncontaminated sand, clean compost, sawdust, etc. to create a finished product that meets the New Jersey Residential Soil Cleanup criteria. It is the responsibility of the contractor to procure additional uncontaminated materials to maintain soil blending operations at **no additional costs to the City.**

The contractor shall have the blending operational not later than thirty [30] days after the award of the contract. The successful bidder shall assume responsibility for all stockpiles of materials that remain on site at the start of the contract.

The final disposal of the blended material shall be documented by the contractor by supplying the City of Trenton, Trenton Water Works with a record that shows amount of material removed and certify where it was received. This shall be submitted with any applicable documentation.

#### **Approved Contingency Disposal Site**

In the event that there is an operational or regulatory issue with the blending site the bidders shall demonstrate that they have secured an appropriate location for use as a contingency if authorized by Trenton Water Works. Bidders shall supply proof that the disposal site to be used for Trenton Water Works residuals is approved by the NJDEP to accept **water treatment residuals** and shall supply a letter from the site stating that they are willing to accept Trenton Water Work's residuals transported to the site for any amount up to the annual potential tonnage. These documents shall be part of the bid packet documenting compliance with this item.

Due to the nature of the operation it is frequently necessary for the utility to have full dumpsters removed and replaced with empty dumpsters in a timely manner. Therefore, the disposal site(s) shall be within a 50 mile radius of the treatment plant.

Residuals shall go directly to the disposal site after leaving the City of Trenton treatment plant. No interim dumping or storage by the contractor is permitted.

#### **Fuel Surcharge**

The current pricing for Diesel Fuel is approximately \$2.50 per gallon. The contractor shall be permitted to increase the transportation fees for disposal if the fuel cost increases by more than 15%. The contractor shall document the cost increase by utilizing accepted indicators. The contractor shall then document the number of miles that the materials are transported to calculate the increase being proposed for each dumpster.

#### **Residuals Dumpster Hauling**

The City of Trenton, Trenton Water Works recognizes that there are fixed costs associated with dedicating personnel and equipment for this effort. All loads will be based upon a fifteen (15) ton minimum for the average weekly dumpster weight.

It shall be understood that Trenton Water Works shall call the contractor prior to 2:00 PM to schedule up to two (2) pick-ups for the following work day. If Trenton Water Works has a need to remove or relocate dumpsters on a Saturday or other mutually agreed to date due to a critical need, the contractor shall bill for the freight and/or moving of the dumpster at the standard rate.

Trenton Water Works shall call prior to 12:00 PM if there are more than two (2) dumpsters to be picked up the following day and the contractor shall devote additional equipment and personnel to be able to complete the replacement by 12:00 PM the following day.

The contractor shall furnish suitable means for the transportation of the residuals to the blending location or if applicable the approved contingency site. The residuals transportation shall be undertaken by the contractor and shall be in accordance with the requirements of the NJDEP regulations, DOT regulations, local ordinances, and other State and Federal regulations/guidelines, in an environmentally safe and nuisance-free manner. Copies of all required permits, licenses, registration numbers, etc. shall be furnished to the City of Trenton, Trenton Water Works as part of the bid to ensure that the contractor is in compliance.

#### **Mandatory Site Visit**

To ensure that the contractor has verified that they can pick up the dumpsters from the City of Trenton, Trenton Water Works and inspected the site as well as the confines of the blending location it shall be required that the contractor attend a site visit.

Contractors shall make a mandatory site visit at the Trenton Water Works Mechanical Dewatering Facility and Blending site in Trenton, New Jersey. The site visit shall be documented. Failure to make the visit shall disqualify the contractor's bid. To schedule a visit, contractors shall contact Mr. John Martin, Supervising Water Treatment Plant Repairer, by calling 609-989-3213 at least 3 work days in advance. Contractors shall use the mandatory site visit to familiarize themselves with the conditions under which the work shall be conducted.

#### **Laboratory Testing**

The residuals shall be tested by the contractor using the current New Jersey Residential Soil Clean-up Criteria in its entirety at the beginning of the contract period as per the requirements of the permit.

The laboratory shall be certified by the New Jersey Department of Environmental Protection (NJDEP) for the require testing parameters.

The contractor shall also be required to perform any other testing necessary for the soil testing to include, but not necessarily be limited to, sieve analysis, paint screen test, compactability, etc. as performed by Rutgers University or other construction-related testing facility. These shall be performed at the contractor's expense when required.

The contractor shall be responsible for all applicable laboratory analysis either required by regulatory agencies or the disposal site.

There is a separate line item for the testing on the proposal page.

### **Removal of the Blended Product**

The blended material shall be disposed of by the contractor once the residuals are blended as per the requirements of the permit and this contract. The operations shall be managed by the contractor to ensure that all permit requirements are met and there are no interruptions in the operation. This shall include but not be limited to the volume of materials on site.

The blended product shall meet the New Jersey Residential Soil Cleanup Criteria. It shall be the contractor's responsibility to pay for and coordinate all testing of the blended product as per the conditions in the permit.

Once the testing has been completed and shows that the product meets the regulatory requirements the City reserves the right to take any quantity of materials for its own use at no cost to the City. The remaining product shall be the contractor's responsibility to remove from the site at no additional cost to the City.

### **Permit**

The NJDEP permit is attached.

### **Experimental Technology**

No experimental technology shall be approved for the beneficial reuse.

### **Records**

The successful bidder(s) shall assume the NJDEP reporting responsibilities as detailed in the Trenton Water Works Permit. Part of those responsibilities shall include the maintenance of records for NJDEP on-site of all incoming and outgoing materials. These files shall be available at all times and electronic copies shall be kept up to date with Trenton Water Works as well. The contractor shall furnish and secure an on-site administrative office to be utilized to compile and store the records, forms, reports, etc. at no additional cost to Trenton Water Works.

The contractor shall furnish the data and/or reports well in advance of the regulatory program deadlines for all reports required per the permit and other NJDEP programs such as NJPDES (RTR, DMR, WCR reporting), etc. The contractor shall furnish the completed reports required under the permit to Trenton Water Works for signature complete in their entirety within five (5) days of the due date.

### **Basic Site Requirements**

The contractor shall provide a safe storage location and apparatus for fuel for the site equipment. In addition, the contractor shall be responsible for any measures necessary to safeguard tools, equipment, lubricants, etc. necessary to maintain daily operations.

The contractor shall maintain telephones at which they may be contacted during normal business hours. This shall be for day to day normal operations and coordination. In addition the contractor shall maintain an emergency contact number for after normal business hours, weekends, holidays, etc. where they may be contacted on an emergency basis.

### **Emergency Services to Correct a Hazardous Condition(s)**

The contractor shall take measures to correct an unsafe or hazardous job condition within two (2) hours of being notified. The City of Trenton, Trenton Water Works may take measures to correct the condition at the contractor's full expense in the event that the contractor fails to take acceptable measures. This shall include, but not necessarily be limited to, guard services, repairs, etc. Recovery of these costs shall be deducted from any balances of work. In the event that there is no balance the costs shall be billed to the contractor or sought to be recovered through the bond. No such action or failure to act shall be deemed an assumption by the City of Trenton, Trenton Water Works to relieve the contractor of the responsibility for the safety of the job. Responsibility shall at all times remain the contractor's.

### **Performance in Bad Weather**

During freezing, stormy or inclement weather, all services provided shall be performed in a manner acceptable to the City of Trenton, Trenton Water Works.

### **Available Power**

There is a 220 volt electrical service installed at the permitted site to provide basic power for administrative and maintenance operations. The successful contractor shall assume responsibility for all aspects of that utility account.

### **Clean-up and Restoration**

The contractor shall clean-up and shall maintain the water treatment plant, the mechanical dewatering facility, and blending sites in a condition acceptable to the City of Trenton, Trenton Water Works and any other state, county, local agency impacted by the operations. Clean-up shall include, but not necessarily limited to, the proper maintenance of stored equipment, containers, materials, accidentally spilled residuals, materials carried over into road ways, etc. and shall be corrected at the contractor's expense immediately upon notification.

### **Maintenance of Existing Treatment Facilities**

The Contractor shall plan and carry out his activities so as to not interrupt any plant operations, plant maintenance, or any utilities or process work in the existing facilities except when absolutely necessary and agreed upon in writing by the Superintendent. Access routes through the facilities shall also be kept open at all times.

## **Qualifications and References**

The bidders shall demonstrate seven (7) years' experience in transporting and beneficially reusing potable water residuals. The documentation shall list the water utilities, the magnitude of the contract, and the years that the service was performed.

The bidders shall furnish a list of three (3) references of water treatment residuals clients that they have performed service. This list shall include a contact name, the company, the average number of annual tons, address of the facility, and a telephone number for the provide contact.

## **Invoicing**

The contractor shall indicate the quantity (weight) of residuals removed, per dumpster, for beneficial reuse. The invoices shall include certified scale weight tickets that support the charges by showing the recent dumpster tare weights and the final weight of the full dumpster. The invoices shall include all related documents and/or certifications for where the dumpsters were weighed (and location), where the residuals were transported for blending, and when applicable the approved contingency site.