

# RESOLUTION

22-020

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

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Councilman /woman

HARRISON

Date of Adoption

JANUARY 20, 2022

Factual content certified by

MARK LAVENBERG, DIRECTOR OF WATER & SEWER

presents the following Resolution:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO  
MUNICIPAL MAINTENANCE COMPANY FOR SLUDGE REMOVAL FOR A PERIOD OF  
ONE (1) YEAR FROM TIME OF AWARD IN AN AMOUNT NOT TO EXCEED \$350,000.00  
BID 2021-77**

**WHEREAS**, two (2) sealed bids were received on November 19, 2021, for sludge removal for a period of one (1) year with an option to extend one (1) additional year for the City of Trenton, Department of Water and Sewer, Water Filtration Plant; and

**WHEREAS**, the low bidder, Municipal Maintenance Company, 1352 Taylors Lane, Cinnaminson, New Jersey 08077 is made pursuant to advertisement, be and is hereby accepted, as the responsive, responsible bidder complying with terms and specifications on file in the Division of Purchasing; and

**WHEREAS**, funds in an amount not to exceed \$350,000.00 (see attached breakdown of the services and pricing) have been certified to be available in the following account number: TY 2021, 2-05-55-5500-826-005, contingent upon the adoption of the CY'2022 budget; with an option to extend the contract for an additional one (1) year in an amount not to exceed \$350,000.00. A resolution must be prepared for the option to extend for an additional one (1) year prior to the one (1) year expiration date, and the awarded vendor must submit an extension letter for their services and pricing.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Municipal Maintenance Company, 1352 Taylors Lane, Cinnaminson, New Jersey 08077 in an amount not to exceed \$350,000.00 (see attached breakdown of the services and pricing) for sludge removal for a period of one (1) year with an option to extend one (1) additional year for the City of Trenton, Department of Water and Sewer, 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
BLAKELEY	✓				MUSCHAL	✓				MCBRIDE	✓			
CALDWELL WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN	✓								

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

JANUARY 20, 2022

Kathy McBride  
President of Council

City Clerk

**AGREEMENT  
CITY OF TRENTON, NEW JERSEY  
BID2021-77  
RES. NO. 22-020  
SLUDGE REMOVAL  
AWARDED TO MUNICIPAL MAINTENANCE COMPANY**

This Agreement, entered into this 20<sup>th</sup> Day of JANUARY 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 **MUNICIPAL MAINTENANCE COMPANY, 1352 TAYLORS LANE, CINNAMINSON, NEW JERSEY 08077** (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 \$350,000.00 (SEE ATTACHED BREAKDOWN OF THE SERVICES AND PRICING) FOR A PERIOD OF ONE (1) YEAR FROM TIME OF AWARD; WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED \$350,000.00. A RESOLUTION MUST BE PREPARED FOR THE OPTION TO EXTEND FOR AN ADDITIONAL ONE (1) YEAR PRIOR TO THE ONE (1) YEAR EXPIRATION DATE, AND THE AWARDED VENDOR MUST SUBMIT AN EXTENSION LETTER FOR THEIR SERVICES AND PRICING.**

**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 AWARDING A CONTRACT TO MUNICIPAL MAINTENANCE COMPANY,  
1352 TAYLORS LANE, CINNAMINSON, NEW JERSEY 08077 FOR SLUDGE REMOVAL 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  
NO SUB-CONTRACTORS**

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 (N.J.S.A. 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

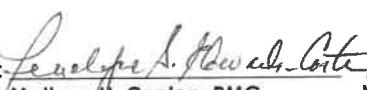
contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 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:

  
Matthew H. Conlon, RMC  
Municipal Clerk  
Assistant Municipal Clerk

  
W. Reed Gusciola, Esq. Mayor

12 April 2022

Date

3.9.22

Date

and

MUNICIPAL MAINTENANCE COMPANY, 1352 TAYLORS LANE, CINNAMINSON, NEW JERSEY 08077

Attest:

  
Secretary Stephen Gauthier

  
President Daniel Gauthier

2/17/22

Date

**SPECIFICATIONS FOR  
SLUDGE REMOVAL CONTRACT  
FOR THE  
CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER  
TRENTON WATER FILTRATION PLANT  
FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND ONE (1) YEAR**

**Location:**

Trenton Water Filtration Plant and Mechanical Dewatering Facility located on Route 29 South in Trenton, NJ just north of the Calhoun Street Bridge.

Processes to have sludge removed:

Only one process may be down at a time and other critical treatment issues shall dictate the contractor scheduling. Trenton Water Works reserves the right to change scheduling on short notice dependent on treatment requirements.

The processes are as follows:

1. Super Pulsators – There are four of these units. Trenton Water Works typically has two or three of these units on at one time. There is no collection equipment in these units and therefore sludge accumulates on the bottom, bottom of the vacuum chamber/distribution box, and inside the distribution laterals. There shall be units that shall be ready to have the sludge removed upon contract approval.
2. Chlorine Contact Basins – There are two of these units. There is collection equipment in the larger portion of these units. Typically, both units are running at a time. The inspection shall include a detailed review of the mechanical equipment, lubrication (with suitable NSF approved lubricant safe for contact with potable water), and test run prior to be returned to service. Work shall not begin until after April first and must be completed before the end of October since they are subject to freezing.
3. Backwash Holding Tanks – There are six of these. They are approximately 50' X 50' square with a water depth of about between 6' to 11'. Trenton Water Works uses these to capture filter backwash water. There is no collection equipment in these tanks the floor is pitched but some residuals remain after the tanks are pumped down.
4. Gravity Thickeners – There are two of these units. Both are on-line at a time. There is a rotating scraper. The approximate dimensions are 30' radius, about 16' center water depth, and about 12' outer water depth. All assigned work shall be completed prior to October because they are subject to freezing.
5. Sand Separators – There are two of these units. Both are on-line at a time. There is no collection equipment and there are a series of separating

cones that help settle out sand. When these become clogged the sand must be removed. These shall be done individually. Work shall not begin until after April first and must be completed before the end of October since they are subject to freezing.

6. Sludge Storage Tank – There is one tank. The tank does not have any collection equipment and is equipped with two sludge pumps and floats that control the cycling of the pumps. Material builds up in sections and periodically must be removed. Sludge from the Super Pulsators normally is discharged to the sludge storage tank and it will be by-passed during the cleaning process.

### **Sludge Removal Details by Section**

#### **Super Pulsators**

The material shall be a mixture of Ferric Chloride sludge, sand, sediment, and other chemicals that may be present in the treatment process. This material shall be removed from the bottom, the concentrator trough, the vacuum chamber, and also from the distribution laterals. Any damage to the equipment during the progress of work shall be the contractor's responsibility to correct within an acceptable time period. There is limited access to the Superpulsator. The contractor shall replace all gaskets on all access hatches once per year included as part of the service pricing.

#### **Chlorine Contact Basins**

There is one access point into the flocculation chamber via a hatch that is approximately 48" by 48". There are six access points into the sedimentation basin (upper deck) via similar hatches. Attached is a picture of the sedimentation basin hatches and drawings that shows the general dimensions of the flocculation chamber and sedimentation basin.

Trenton Water Works will dewater the flocculation chamber and sedimentation basin. A mixture of sand, ferric sludge and water will be left in the flocculation chamber and sedimentation basin. Trenton Water Works requires that this material be removed from the areas.

The contractor shall be responsible to arrange for the repair, testing, and certification of any equipment or structure damaged during the execution of this contract.

Only one basin may be worked on at a time with written authorization of the Water Treatment Plant Superintendent.

Water Treatment Plant equipment that is damaged or not working correctly and that prevents or hinders the contractor from removing the material shall be

corrected by the contractor. There shall be an hourly rate for this service with a not to exceed amount. Work shall only start upon written authorization by the Water Treatment Plant Superintendent.

**Freezing Prevention** - It shall be the contractor's responsibility to maintain the temperature of the work area within the flocculation chamber and sedimentation basin above freezing if the water and material within the flocculation chamber and/or sedimentation basin begins to freeze. This shall be done to prevent any delays in completing the work.

The chain and flight system shall be fully inspected, tested, and lubricated by the contractor after each contact basin is cleaned. The contractor shall make any necessary repairs to the contact basin upon written approval of the Water Treatment Plant Superintendent and this work shall be done expeditiously. Lubricants shall be approved in writing by the Water Treatment Plant Superintendent and shall be NSF approved for contact with potable water and compatible with the sludge removal system.

#### **Backwash Holding Tanks**

These tanks are in the Mechanical Dewatering Building and have limited access through a water tight door on the mezzanine level.

#### **Gravity Thickeners**

Contractor shall fully inspect the scraper arms, drive, etc. and lubricate as required after each thickener has been cleaned. Repair recommendations and/or improvements shall be submitted to the Water Treatment Plant Superintendent for his review along with a scope of work. Repairs and improvements shall only be performed upon written approval of the Water Treatment plant Superintendent.

#### **Sand Separators**

The head cells are made of plastic and shall be protected from damage during the cleaning. Any damage to these units shall require the contractor to replace damaged items at the contractor's expense. The contractor shall verify, with the assistance of TWW, that all piping and valves are clear of debris and operate per design. The contractor shall make any necessary repairs or clear any lines upon written approval of the Water Treatment Plant Superintendent.

### **Sludge Storage Tank**

This tank has limited access via roof hatches. Care shall be taken not to damage any pumps, floats, or other equipment inside the tank.

### **Cancellation of the Contract**

If the Trenton Water Works determines that the work is not progressing in a timely fashion or if the contractor is not performing in a manner advantageous to the City of Trenton, the work shall be stopped. The Contractor shall be paid only for the work satisfactorily completed up to the time that notice has been given to the contractor to cease work. The contractor shall not be entitled to any additional compensation.

### **Removal of Materials**

The contractor shall remove and dispose of the material to an approved disposal site. It shall be the contractor's responsibility to obtain the disposal site. The contractor shall dewater the removed material to 10% or more (dryer) and shall bill Trenton Water Works on a wet per pound basis. Grab samples shall be collected and tested by the contractor every 3 hours to ensure compliance with the 10% criteria. In addition, Trenton Water Works reserves the right to test periodic samples. If the solids content is less than 10%, the payment shall be at a reduced rate. This rate shall be indicated on the proposal page.

Trenton Water Works recycling coordinator can take material from some of the work areas when it is 20% solids or more. When this occurs the contractor shall be directed where to place or take the material. The expense to recycle/dispose 20% or more solids shall be assumed by Trenton Water Works through the recycling coordinator when this occurs and as such the contractor shall only bill for the mobilization/demobilization and the labor/equipment costs associated with removal of the material from the work area to the designated location. The designated location is undetermined at this time and could range from a dumpster onsite to a location within 15 minutes' drive from the Filtration Plant (which may require transporting permits).

The quantities in the contract are estimates. The contractor shall only be compensated for actual approved quantities of material removed from each work area/process.

Trenton Water Works does not know how much material that may be accumulated in any of the chambers but a quick turnaround for completion is required.

### **Lighting**

The contractor shall provide and set up any lighting required to complete the work.

### **Mobilization/Demobilization**

This shall apply to each task item that requires mobilization and/or demobilization. Each assigned task shall be defined to include both the mobilization and demobilization as the total cost. This item shall only be payable if solids are satisfactorily removed from the facilities per task. Tasks that are not performed shall not be eligible for payment. Methods that fail to remove the solids satisfactorily and in a timely fashion, shall not qualify for payment.

### **Safety Procedures**

The contractor shall comply with all applicable safety procedures including, but not limited to, confined space.

### **Mandatory Site Visit**

All contractors shall be required to attend a Mandatory Site visit to review the site conditions. General questions may be forwarded by email after the site visit and may be posted as Addenda if warranted. To set up a site visit the bidder shall contact George Johnson, Supervising Maintenance Repairer – Supervisor, at (609) 989-3640 between the hours of 7:30 AM and 3:00 PM on regular workdays at least 4 weekdays in advance.

### **References**

The contractor shall furnish with their bid three water and/or wastewater facility references where similar work had been performed. This information shall include the location, the years, the task, type of material removed, solids content, any innovative approaches, contact person, contact telephone and email address.

### **Experience**

The contractor shall submit with their bid a list of five (5) years' experience performing similar work.

### **Regulated Testing**

The contractor shall be responsible for all regulated testing to satisfy Federal, New Jersey State, County, and Local requirements to transport and dispose of the removed materials.

### **Permits**

The Contractor shall be responsible to secure any and all permits that may be associated with the removal, transport, and disposal of the material.

### **Quote Proposal**

List the following:

- Average number of personnel onsite per day per location per task
- Cost per pound of material removed [less than 10% solids]
- Cost per pound of material removed [10% up to 20% solids]
- Cost per pound of material removed [greater than 20% solids]
- Cost per hour for labor services
- Equipment costs to be built into the per pound removal cost.
- Mobilization/Demobilization
- Three water and/or wastewater reference where similar work been performed. Indicate the location, the years, the task, type of material removed, solids content, any innovative approaches, contact person, contact telephone and email address.
- List five (5) years' experience performing similar work

### **Terms of Contract**

The contract period shall be awarded for a period of one year from date of award with an option to extend one (1) year.

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend the time of any contract for services, other than professional services, the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1), (9), (12), (16), (17), (18), (19), (24), (30), (31), (34), (35), (36) and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

### **Fixed Parts Allowance**

There is a \$10,000 fixed parts allowance for any material required outside of the scope of work to make repairs to equipment. These monies shall only be used if the contractor is given written authorization by the Water Treatment Plant Superintendent.

**Demand Maintenance**

There is an allowance for any repairs outside of the scope of work to make repairs to equipment. These monies shall only be used if the contractor is given written authorization by the Water Treatment Plant Superintendent.

**Payment**

This contract is based upon estimates of the amount of anticipated material within the flocculation chamber and sedimentation basin. The contractor shall therefore only be paid based upon the actual amount of labor used and material actually removed. This amount may be less than the costs entered into the proposal page and the contractor shall not be given any additional compensation. The contractor may submit weekly invoices for work satisfactorily completed. The invoices shall include a complete breakdown of the costs in compliance with that which is outlined in the specification (examples: labor, equipment, mobilization, demobilization, sludge removal, etc. on a daily basis with a complete list of dates, number of personnel, etc.).