

THE COUNTY OF MONMOUTH, NEW JERSEY

REQUEST FOR PROPOSALS

RFP # REC-2012-1

**DESIGN, CONSTRUCTION AND OPERATION OF THE
MONMOUTH COUNTY RECLAMATION CENTER
LEACHATE PRETREATMENT FACILITY**

**RFP Issued: January 9, 2012
Pre-Proposal Meeting Date: February 6, 2012
Vendor Questions Due: February 17, 2012
Proposals Due: April 10, 2012**

ISSUED BY:

The County of Monmouth, New Jersey

County of Monmouth

NOTICE TO PROPOSERS

RFP # REC-2012-1

**REQUEST FOR PROPOSALS FOR THE DESIGN, CONSTRUCTION AND OPERATION
OF THE MONMOUTH COUNTY RECLAMATION CENTER LEACHATE
PRETREATMENT FACILITY**

The County of Monmouth (County) is soliciting proposals to perform or furnish the Contract Services which are more fully described in the Request for Proposals available from the Purchasing Department, 300 Halls Mill Road, Freehold, NJ 07728, and which are available from said office weekdays between the hours of 8:30 am to 4:30 pm, telephone number 732-431-7370. The Request for Proposals may also be downloaded from the County's website which can be accessed at <http://www.visitmonmouth.com>.

These proposals are being solicited through the contract procurement process specified in the New Jersey Wastewater Treatment Public-Private Contracting Act set forth in N.J.S.A. 58:27-19 et seq., which is a fair and open process as referred to in N.J.S.A. 19:44A-20.4 et seq. **Sealed responses to the Request for Proposals must be received by the Purchasing Department no later than 10:30 a.m. (Prevailing Time) on Tuesday, April 10, 2012. Proposals must be delivered to the County of Monmouth Purchasing Department, 300 Halls Mill Road, Freehold, NJ 07728, to the attention of Dorothy Woodford, Asst. Purchasing Agent.** Proposals that are not received by 10:30 a.m. will not be accepted. The envelope or box containing a proposal shall be plainly marked on the outside of the sealed envelope or box to show the services for which the proposal is submitted, i.e. (Name of Proposal) as listed above.

Proposers may "team" with other firms to submit proposals for the Contract Services; however, the County will contract only with one entity that will have full responsibility to cause the Contract Services to be provided in accordance with such contract.

Proposals must be submitted in writing on the forms furnished by the County in the Request for Proposals. Proposals must be accompanied by proposal security in the amount of \$20,000. The proposal security shall be in the form of a certified check, cashier's check, official bank check or proposal bond payable to the County.

The contract will be awarded by the County at a public meeting in accordance with the process and criteria set forth in the Request for Proposals and in accordance with applicable laws.

Persons awarded a contract under these procedures are required to comply with the requirements of the Equal Employment Opportunity Laws and Regulations, Americans With Disabilities Act of 1990, P.L. 2004, C19; "The New Jersey Local Unit Pay-to-Play" Law (N.J.S.A. 19:44A-20.4 et seq.), New Jersey Campaign Contributions and Expenditure Reporting Act (N.J.S.A. 19:44A-1 et seq.); New Jersey Business Registration Requirements (N.J.S.A. 52:32-44 et seq.); and the Prevailing Wage Act, (N.J.S.A. 34:11-56.25 et seq.).

A pre-proposal meeting will be held in the Monmouth County Reclamation Center Administrative Offices located at 6000 Asbury Avenue, Tinton Falls, New Jersey 07753 on Monday, February 6, 2012 at 10:00 a.m. While attendance at the pre-proposal meeting is not mandatory, it is highly encouraged.

By order of the Board of Chosen Freeholders of the County of Monmouth.

TABLE OF CONTENTS

	<u>Page</u>
1.0 INTRODUCTION AND DESCRIPTION OF THE PROPOSAL PROCESS	1
1.1 Issuing Entity, Nature and Purpose of Procurement	1
1.2 Brief Summary of Public-Private Contract Procurement Process	2
1.3 Proposed Procurement Schedule and Process	3
1.4 Project Participants and Advisors	5
1.5 Inquiries and Correspondence	6
1.6 Definitions	7
2.0 BACKGROUND INFORMATION	10
2.1 General County Profile	10
2.2 Overview of the Existing Operations at the MCRC	10
2.3 Project Background	10
2.4 Description of Facility Site	11
2.5 Ownership and Financing	11
2.6 Accuracy of RFP and Related Documents	11
2.7 Investigation by Proposers	12
2.7.1 Geotechnical Investigations	12
2.7.2 Pilot Testing	12
3.0 SCOPE OF SERVICES	14
3.1 General Description	14
3.2 Term of Service Contract	14
3.3 No Discrimination	14
3.4 Geotechnical Investigations	15
3.5 Technical Specifications	15
3.5.1 Prohibited Technologies	15
3.6 Performance Requirements	16
3.7 Governmental Approvals	16
3.8 Regulatory Requirements	17
3.9 Repair and Replacement	17
3.10 Scheduled Acceptance Date	17
3.11 Security for Performance	17
3.12 Prevailing Wages	17
3.13 Pricing Structure Overview	18
3.13.1 Fixed Design-Build Price	18
3.13.2 Annual Service Fee	18
3.13.3 Sludge Disposal	18
4.0 MINIMUM QUALIFICATION REQUIREMENTS	20
4.1 Minimum Technical Qualifications	20
4.2 Minimum Financial Qualifications	20

5.0 EVALUATION CRITERIA	22
5.1 General.....	22
5.2 Evaluation Criteria	22
5.3 Determination of Completeness and Compliance.....	23
5.4 Determination of Qualified Proposers	23
5.5 Clarification of Proposals	23
5.6 Preparation of Evaluation Report.....	23
5.7 Comparative Evaluation Criteria	23
5.7.1 Qualifications Criteria.....	23
5.7.2 Experience Criteria	24
5.7.3 Technical Approach Criteria.....	25
5.7.4 Price Proposal Criteria	28
5.7.5 Business Proposal Criteria	29
6.0 SELECTION PROCESS	30
6.1 Rights of the County	30
6.2 Pre-Proposal Meeting and Site Tour.....	31
6.3 Site Access and Investigation	32
6.4 Addenda or Amendments to this RFP	32
6.5 Designation of Qualified Proposers	32
6.6 Designation of Preferred Proposer.....	32
6.7 Service Contract Negotiations	33
6.8 Pricing Adjustments.....	33
6.9 Termination of Negotiations	33
6.10 Cost of Proposal Preparation and Selection Process.....	33
6.11 Disclosure of Information in Proposals	34
6.12 No County Liability	34
6.13 Correction of Errors	34
6.14 Modification of Proposals.....	35
6.15 Withdrawal from Procurement Process	35
6.16 Disposal of Proposals.....	35
7.0 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS.....	36
7.1 Proposal Submission; Timing of Submission; Number of Proposals to be Submitted	36
7.2 Completeness	37
7.3 Transmittal Letter and Signature Requirements	37
7.4 Business Registration.....	37
7.5 Proposal Bond.....	37
7.6 Guarantor Requirements	38
7.7 Proposal Forms	38
7.8 Organization and Form of Proposal.....	40
7.8.1 Organization of Proposal	40
7.8.2 Form of Proposal.....	42
7.9 Section I: Executive Summary.....	43
7.10 Section II: Qualifications Proposal	44
7.10.1 Company/Proposer Information.....	45
7.10.2 Technical Qualifications	47
7.10.3 Relevant Project Experience	49

7.10.4 Key Project Staff.....	51
7.10.5 Participating Firms.....	52
7.10.6 Participating Firm Background Information.....	52
7.10.7 List of Subcontractors and Off-Job Fabricators.....	52
7.11 Section III-A: Technical Approach Proposal.....	52
7.11.1 Project Approach	52
7.11.2 Project Team Operating Structure, Leadership Roles and Accountability	53
7.11.3 Integrated Proposer Environment	53
7.11.4 Labor and Subcontractor Management.....	54
7.11.5 Allocation of Construction Work.....	54
7.11.6 Design-Build Schedule	54
7.11.7 Design-Build Plan.....	54
7.11.8 Treatment Process and Equipment Selection.....	54
7.11.9 Odor Control	55
7.11.10 Site Master Planning.....	55
7.11.11 Civil/Site Work	56
7.11.12 Power Supply.....	56
7.11.13 Electrical Equipment.....	56
7.11.14 Instrumentation and Controls.....	56
7.11.15 Auxiliary Facilities.....	57
7.11.16 Buildings	57
7.11.17 Reliability and Redundancy	57
7.11.18 Construction Safety.....	58
7.11.19 Preliminary Operating Protocol	58
7.11.20 Chemicals and Materials Management.....	58
7.11.21 O&M Staffing Plan	58
7.11.22 Preliminary O&M Plan.....	59
7.11.23 Preliminary Maintenance, Repair and Replacement Plan.....	61
7.11.24 Start-up and Acceptance Test Plan	62
7.11.25 Design-Build Quality Management Plan	62
7.11.26 Additional Equipment and Other Technical Information	63
7.11.27 Technical Proposal Forms.....	63
7.12 Proposal Volume III-B: Drawings and Diagrams.....	63
7.12.1 General.....	63
7.12.2 Civil / Structural.....	64
7.12.3 Architectural and Landscaping	64
7.12.4 Mechanical / Process.....	65
7.12.5 Process Control and Instrumentation	65
7.12.6 Electrical	65
7.13 Section IV: Business Proposal	66
7.13.1 Company Information.....	66
7.13.2 Statement of Ownership.....	66
7.13.3 Non-Collusion Affidavit	66
7.13.4 Disclaimer Statement	66
7.13.5 Guarantor Acknowledgement	66
7.13.6 Scheduled Acceptance Date.....	67
7.13.7 Financial Capacity Data Form	67

7.13.8 Surety Letter of Intent to Issue a Performance Bond.....	69
7.13.9 Surety Letter of Intent to Issue a Payment Bond	69
7.13.10 Surety Letter of Intent to Issue an Operations Performance Bond	70
7.13.11 Insurance Company Letter of Intent	70
7.13.12 Exceptions to the Business and Contractual Terms	70
7.14 Section V: Price Proposal	71
7.14.1 Price Proposal Forms	71

APPENDICES

- A. Business Proposal Forms
- B. Technical Proposal Forms
- C. Price Proposal Forms
- D. Mandatory Equal Employment Opportunity and ADA Language
- E. Minimum Technical Requirements

1.0 INTRODUCTION AND DESCRIPTION OF THE PROPOSAL PROCESS

1.1 Issuing Entity, Nature and Purpose of Procurement

Monmouth County, New Jersey (the “County”), is inviting potential respondents (“Proposers”) to submit responses to this Request for Proposals (“RFP”) to the County describing in detail the technical, business and financial aspects of the plan by which each proposes to meet the requirements specified in this RFP. This RFP is being issued pursuant to the authority granted in the New Jersey Wastewater Treatment Public-Private Contracting Act, set forth in N.J.S.A. 58:27-19 et seq. (the “Contracting Act”) which provides an alternative to the bidding requirements of the Local Public Contracts Law and provides for long-term agreements.

The County intends to enter into a service contract (“Service Contract”) with a private entity (the “Company”) for the design, permitting, construction, start-up, commissioning, acceptance testing, operation, maintenance, repair and replacement of (1) a landfill leachate pretreatment facility with a treatment capacity of 150,000 gallons per day and a demonstrated ability to be expandable to treat up to 250,000 gallons per day (the “Facility”), (2) a connection valve, manifold and gravity piping connecting the existing leachate storage tank to the Facility (the “Raw Leachate Transmission Main”), (3) a diversion and by-pass valve chamber (located downstream of and adjacent to an existing valve chamber) and permanent by-pass piping to enable raw leachate to by-pass the existing leachate storage tank and be conveyed directly to the Facility and/or the truck loading platform (the “By-Pass Raw Leachate Facilities”), (4) an effluent force main and manifold connecting the Facility to an existing 6” sanitary sewer force main (the “Effluent Transmission Main”), (5) an off-site force main extension of the existing 6” sanitary sewer force main from an existing 6” x 4” x 6” tee to an existing manhole located on Mount Run (TF-K-359) and installation of a valve on the existing 4” force main (the “Force Main Extension”), and (6) extension of all necessary utilities to the preceding improvements. In addition, the Service Contract will provide for the permitting, design and construction of upgrades to an existing and operating sanitary pump station consisting of replacement of the sewage pumps in order to facilitate mutually unimpeded and continuous discharge of sanitary sewage and Facility Effluent, including start-up, commissioning, and acceptance testing (the “Sanitary Pump Station”). The obligations of the Company under the Service Contract, set forth in this paragraph, shall be collectively referred to herein as the “Contract Services”, and unless specifically stated otherwise herein with respect to certain off-site improvements, all such Contract Services shall be provided at the Monmouth County Reclamation Center located in Tinton Falls, New Jersey (the “MCRC”).

The Facility, the Raw Leachate Transmission Main, the By-Pass Raw Leachate Facilities, the Effluent Transmission Main, and the Force Main Extension shall be collectively referred to herein as the “Managed Assets.” The initial term of the operations portion of the Contract Services, including operation and maintenance of the Managed Assets, will be for fifteen years. The County will have the option to exercise a renewal term for an additional five years in its sole discretion.

Proposers are expected to base their responses to this RFP on the technical requirements, which are set forth in Section 3.0 herein and in Appendix E, and on the terms and conditions of the draft service contract which shall be issued as an addendum to this RFP on or about January 27, 2012 (the “Draft Service Contract”). Proposers should note that final project design and engineering is not provided in this RFP, and will be the responsibility of the successful Proposer. The County desires to promote creativity and cost competitiveness in this procurement process and to provide flexibility to Proposers with respect to project configuration, equipment selection, etc. Nevertheless, all proposed landfill leachate pretreatment systems shall be comprised of treatment processes that ultimately have the demonstrated capability to meet the performance requirements set forth in this RFP and the Draft Service Contract, and to obtain the approval of all applicable Governmental Bodies. Accordingly, the County will consider all landfill leachate pretreatment system types submitted. However, technologies that are prohibited by subsection 3.5.1 herein will not be acceptable to the County and will not be considered.

By utilizing the design-build-operate (“DBO”) project delivery approach, the County expects to secure substantial benefits, including timely, efficient and cost-effective scheduling, optimized risk allocation, competitive design selection, clear assignment of performance responsibilities to a single contracting entity, long-term facility operations and maintenance guarantees and efficiencies, cost savings and predictability. Other expected benefits include the full integration of key design, construction, operations and quality assurance personnel in all aspects of project development.

1.2 Brief Summary of Public-Private Contract Procurement Process

New Jersey Wastewater Treatment Public-Private Contracting Act. The County is procuring the Contract Services described herein in accordance with the requirements of the Contracting Act. The Contracting Act sets forth the procedures for issuance of an RFP; review, clarification and evaluation of Proposals; and negotiation of a contract with a qualified respondent whose proposal is determined to be most advantageous to the public (the “Preferred Proposer”). If the County is unable to satisfactorily complete negotiations with the Preferred Proposer, it will select another qualified Proposal for negotiations. The Contracting Act provides an alternative process to the Local Public Contracts Law which requires that public entities advertise for bids and select the lowest responsible bidder. Under the Contracting Act, the County is permitted to negotiate with a Preferred Proposer and is not required to select a Proposer based solely on cost. The County must, however, set forth in writing the reasons for the selection of the Preferred Proposer with whom the County completes negotiations (the “Selected Proposer”).

Issuance of Request for Proposals. This RFP is being issued following public notice as required in the Contracting Act, and will provide the basis for selecting the Company with which the County proposes to enter into the Service Contract for the Contract Services being procured pursuant to this RFP.

Proposal Clarification. The County may, at its sole discretion, conduct discussions with Proposers for the purpose of clarifying any information submitted in the Proposal or assuring that the Proposers fully understood and responded to the requirements of the RFP, and in connection therewith issue revisions to the RFP and permit all Proposers to submit revisions to their Proposal.

Proposal Evaluation Process. Proposals received in response to this RFP will be reviewed first to determine which Proposals meet the minimum qualification standards set forth in Section 4.0 herein, and then evaluated in a manner consistent with the evaluation criteria set forth in Section 5.0 of this RFP and the provisions of the Contracting Act.

Contract Negotiations. Following review, clarification and evaluation of Proposals, the County will select a Preferred Proposer with which to negotiate a final Service Contract.

Public Hearing/Execution of Service Contract/State Agency Review. Following negotiation of a Service Contract for the Contract Services procured through this RFP, the County is required to hold a public hearing on the proposed Service Contract. Following the public hearing, the County's Board of Chosen Freeholders will adopt a resolution approving the Service Contract (acknowledging that the Service Contract must be approved by the Local Finance Board within the Division of Local Government Services in the New Jersey Department of Community Affairs (the "DLGS")) after which the Service Contract may be executed. The County must prepare a hearing report containing a copy of the proposed Service Contract, a statement setting forth the reasons for the selection of the Selected Proposer, a verbatim record of the public hearing, written statements submitted by interested parties, an opinion of bond counsel as to the effect of the proposed Service Contract on the tax exempt status of existing and future financing instruments executed by the County, and a summary of major issues raised at the public hearing and the County's specific responses to those issues. Within 30 days after the close of the public hearing and upon at least ten days prior written notice, the County must submit the hearing report to the New Jersey Department of Environmental Protection ("NJDEP") for review and must submit an application for approval of the Service Contract to the DLGS. The DLGS must approve (or conditionally approve) the application within 60 days. The DLGS may require changes to the Service Contract as a condition of its approval. If conditionally approved and required revisions are deemed substantial by the DLGS (including increased charges, rates or fees), a public hearing shall be held on the revised Service Contract and the revised Service Contract shall be resubmitted for approval. If the DLGS determines that the required revisions (if any) are insubstantial, the revised Service Contract shall be resubmitted and the DLGS shall approve or disapprove the revised Service Contract within 15 days of the next public meeting of the DLGS.

1.3 Proposed Procurement Schedule and Process

The following Table 1-1 sets forth the proposed schedule for the procurement of the Contract Services described in this RFP. The County reserves the right to modify the schedule from time to time. Table 1-1 is followed by a brief description of each event.

**TABLE 1-1
PROCUREMENT SCHEDULE**

<u>Event</u>	<u>Date</u>
Availability of RFP	January 9, 2012
Issuance of Draft Service Contract	January 27, 2012
Pre-Proposal Meeting	February 6, 2012
Final Date County Will Accept Questions	February 17, 2012
Proposals Due	April 10, 2012
Clarification of Proposals, Selection of Preferred Proposer and Negotiations of Service Contract	April 10, 2012 – July 11, 2012

Following completion of negotiations the Service Contract must be discussed at a public hearing and approved by the DLGS as described below. The following is a brief description of each event included in the procurement schedule set forth in Table 1-1:

Availability of RFP. Availability of the RFP will be advertised in a least one newspaper of general circulation in the service area that will receive wastewater treatment services and one newspaper of broad regional circulation.

Pre-Proposal Meeting. All prospective Proposers are invited to attend a pre-Proposal meeting during which the County will discuss the scope of services desired and the procurement process and answer prospective Proposers’ questions, as further described in Section 6.2. While attendance at the pre-proposal meeting is not mandatory, it is highly encouraged.

Final Date County Will Accept Questions. The County will attempt to answer all questions in connection with the scope of services sought and the procurement process that are received on or before 3:30 p.m. on Friday, February 17, 2012, as further described in Section 1.5.

Proposals Due. Proposals must contain the information, and be presented in the form, required pursuant to Section 7.0 hereof. Proposals are due on Tuesday, April 10, 2012 at the time and the address provided in Section 7.1.

Clarification of Proposals, Selection of Preferred Proposer and Negotiations of Service Contract. Following receipt and review of Proposals, the Project Team (as identified in Section 1.4 hereof) will undertake a Proposal clarification process which may include the issuance of clarification questions as well as convening of clarification meetings. Once Proposals are clarified to the Project Team’s satisfaction, the County, based on the recommendations of the Project Team, will designate a “Preferred Proposer” and the Project

Team will commence negotiations with such Preferred Proposer. The County will expect the Preferred Proposer to quickly assemble a negotiating team, including representatives who can make decisions without having to delay negotiations for internal review and to negotiate as required. Proposers are encouraged to provide their best Proposals including their best and final pricing proposal in their initial Proposal as the County will not accept price changes subsequent to the initial Proposal unless such changes reasonably correspond to a change in the Proposal (e.g. change in risk, design, operations, etc.).

Public Hearing. Upon at least 14 days prior notice to (1) DLGS and NJDEP, and (2) the public, by advertising in a least one newspaper of general circulation in the service area that will receive wastewater treatment services, the County will conduct a public hearing on the proposed Service Contract negotiated between the County and the Selected Proposer.

Approval of Service Contract by Board of Chosen Freeholders and Application to the DLGS. At the first meeting of the Board of Chosen Freeholders following the public hearing, the County will present the negotiated Service Contract for approval (acknowledging that the Service Contract must be approved by the DLGS) after which the Service Contract may be executed. As soon as practicable following approval of the Service Contract by the Board of Chosen Freeholders, and no later than 30 days after the close of the public hearing and upon at least ten days prior written notice, the County will submit the hearing report to NJDEP for review and will submit an application for approval of the Service Contract to the DLGS.

DLGS Approval of Service Contract and Commencement of Term. The DLGS must approve, or conditionally approve, the application submitted by the County within 60 days of receipt of the application. Following approval of the Service Contract by the DLGS, or expiration of the 60-day DLGS review period, the County intends on executing the Service Contract.

1.4 Project Participants and Advisors

The County anticipates that the following individuals and firms (the “Project Team”) will assist the County in directing and reviewing the detailed activities undertaken in regard to this procurement, as well as to assist the County with the evaluation of the Proposals and negotiation of the Service Contract:

County Administration:	Teri O’Connor, County Administrator John Tobia, Director, Public Works and Engineering Joseph Ettore, County Engineer
Monmouth County Reclamation Center:	Richard Throckmorton, Superintendent Matthew Rutkowski, Senior Environmental Engineer

Procurement Consulting Engineer: Birdsall Services Group

Special Counsel: Hawkins, Delafield & Wood LLP

1.5 Inquiries and Correspondence

All inquiries and correspondence relating to this RFP should be directed to:

Richard Throckmorton, Superintendent
Monmouth County Reclamation Center
6000 Asbury Avenue
Tinton Falls, New Jersey 07753
ZIP CODE: For U.S. Mail use: 07753; For Overnight Courier use: 07724
Phone: (732) 683-8686, extension 5104
Facsimile: (732) 922-1161
email: rthrockm@co.monmouth.nj.us

with a copy of all written correspondence to:

Eric J. Sapir, Esq.
Hawkins Delafield & Wood LLP
One Gateway Center, 24th Floor
Newark, NJ 07102
Phone: (973) 642-1188
Facsimile: (973) 642-6773
Email: esapir@hawkins.com

and

Thomas K. Rospos, PE, PP, CME
Birdsall Services Group
611 Industrial Way West
Eatontown, NJ 07724
Phone: (732) 380-1700 x1201
Facsimile: (732) 380-1701
Email: trospos@birdsall.com

All questions regarding this RFP or procurement process shall be sent in writing and delivered no later than 3:30 p.m. (EST) on February 17, 2012 to the above addresses or sent by facsimile or email to the above individuals. All such correspondence which is received prior to such date will be considered. The County may, but shall not be obligated to, respond to such questions. Responses will be distributed by the County to all prospective Proposers via an addendum to this RFP.

Proposers shall not contact any County officials (except Mr. Throckmorton) with respect to any aspect of this RFP or procurement and any such contact may be grounds for disqualification from this procurement process. No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County and Proposers relying on such oral information risk having their Proposal deemed unresponsive by the County. The County will not be responsible for any explanation or interpretation of this RFP, unless the explanation or interpretation of this RFP is issued in the form of an addendum.

In addition, Proposers shall not contact the Township of Neptune Sewerage Authority (“TNSA”) with any question related to this RFP or procurement and any such contact may be grounds for disqualification from this procurement process. All questions related to this RFP shall be submitted to the County in the manner set forth above.

1.6 Definitions

Capitalized terms used but not otherwise defined herein shall have the meaning set forth in Section 1.1 of the Draft Service Contract. In the event of any conflict, the definition specified in the Draft Service Contract shall control.

Appendix means an appendix to this RFP or, if indicated as such, an appendix to the Draft Service Contract.

Board of Chosen Freeholders means the five-member governing body of the County.

Company means the company executing the Service Contract with the County.

Contracting Act means the New Jersey Wastewater Treatment Public-Private Contracting Act, set forth in N.J.S.A. 58:27-19 et seq.

Contract Services means all services for which the County is seeking Proposals as described in Section 1.1 of this RFP.

County means the County of Monmouth, New Jersey.

County Administrator means the County Administrator of the County of Monmouth, New Jersey.

Designated Signatory has the meaning set forth in Section 7.3 of this RFP.

Design-Build Improvements means the improvements to the Sanitary Pump Station and the Managed Assets to be designed, constructed, installed, started-up and tested by the Company in accordance with the Service Contract.

Design-Build Work means everything required to be furnished and done for and relating to the design, construction and Acceptance of the Design-Build Improvements by the Company pursuant to the Service Contract.

DLGS means the Local Finance Board within the Division of Local Government Services in the New Jersey Department of Community Affairs.

Draft Service Contract means the draft Service Contract to be issued as an addendum to this RFP.

Effluent means all treated Influent discharged from the Managed Assets to the Tinton Falls sewer collection system for treatment at the TNSA treatment plant.

Influent means all flows of Raw Leachate discharged to the Facility from (1) the By-Pass Raw Leachate Facilities, or (2) the Leachate Storage Tank through the Raw Leachate Transmission Line

Landfill means the solid waste balefill/landfill located at the MCRC.

Leachate Storage Tank means the 500,000 gallon Raw Leachate Storage and equalization tank at the MCRC.

Managed Assets means the Facility, the Raw Leachate Transmission Main, the By-Pass Raw Leachate Facilities, the Effluent Transmission Main, and the Force Main Extension.

MCRC means the Monmouth County Reclamation Center located in Tinton Falls, New Jersey.

Minimum Qualification Requirements means the Minimum Technical Qualifications and the Minimum Financial Qualifications set forth in Section 4.0.

NJDEP means the New Jersey Department of Environmental Protection.

Operation Services means everything required to be furnished and done for and relating to the operation and management of the Managed Assets by the Company pursuant to the Service Contract.

OSHA means the Occupational Safety and Health Administration, U.S. Department of Labor.

Participating Firm means members of the Proposer's team that will undertake the roles of designing, constructing, starting-up, acceptance testing, operating, maintaining and obtaining Governmental Approvals, as specified in Business Proposal Form 6 (Participating Firms) to be submitted by Proposers with their Proposals.

Preferred Proposer means the Proposer that the County, based on the Project Team's initial evaluation, clarification and preliminary negotiations, if any, determines to be the most advantageous Proposer with which to enter into contract negotiations taking into consideration the evaluation criteria set forth in the RFP. The County may, in its sole discretion, designate more than one Preferred Proposer.

Project Team has the meaning ascribed to it in Section 1.4 of this RFP.

Proposal means a document submitted for evaluation in response to this RFP.

Proposal Bond means the proposal bond described in Section 7.5 of this RFP.

Proposal Date means April 10, 2012, or such later date upon which Proposals are due if the due date for submittal of Proposals is extended beyond April 10, 2012 by the County.

Proposal Forms means the Business Proposal Forms, Technical Proposal Forms and the Price Proposal Forms set forth in Appendices A, B, and C, respectively, to this RFP.

Proposer means an entity who responds to this RFP through submittal of a Proposal.

Qualified Proposer means a Proposer that meets the Minimum Qualification Requirements.

Raw Leachate means (1) Landfill gas condensate that has been discharged into the leachate collection system, (2) wastewater produced at the materials processing and recovery facility at the MCRC, and (3) all other liquid that has been in contact with solid waste at the MCRC, as defined in N.J.A.C. 7:14A-1.

Required Insurance means the insurance coverage requirements set forth in the Draft Service Contract.

RFP or Request for Proposals means this Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility, as originally issued and as amended and supplemented.

Sanitary Pump Station means the existing and operating sanitary pump station located at the MCRC, as identified in Appendix E.

Selected Proposer means the company whose Proposal is determined to be most advantageous to the County and which is selected to enter into the Service Contract with the County following negotiations.

Service Contract means the Service Contract to be executed between the County and the Company.

State means the State of New Jersey.

Term has the meaning set forth in Section 3.2 of this RFP.

Tinton Falls means the Borough of Tinton Falls, New Jersey.

TNSA means the Township of Neptune Sewerage Authority.

2.0 BACKGROUND INFORMATION

2.1 General County Profile

The County of Monmouth is located in central New Jersey and is bordered on the west by Mercer and Middlesex Counties, on the south by Burlington and Ocean Counties, on the east by the Atlantic Ocean and on the north by the Raritan and Sandy Hook Bays. The County consists of fifty-three (53) municipalities.

2.2 Overview of the Existing Operations at the MCRC

The MCRC is located at 6000 Asbury Avenue (near the intersection of Shafto Road and Asbury Avenue) in the Borough of Tinton Falls, Monmouth County, New Jersey. The MCRC site encompasses approximately 900 acres and includes multiple landfills (Phases I, II and III), Landfill gas to energy facilities, scale houses, a privately operated source separated recycling facility, administrative and maintenance buildings and a privately operated materials processing and recovery facility.

2.3 Project Background

Raw Leachate from three Landfill phases (Phase I, II and III) is collected by gravity to lift stations and conveyed to four pump stations located throughout the MCRC site. Additionally, wastewater from the balers at the materials processing and recovery facility at the MCRC is collected and filtered in a roll-off container and the liquids are pumped into one of the Raw Leachate collection system pump stations. Condensate from the Landfill gas collection system is also discharged into the Raw Leachate collection system. The Raw Leachate is then pumped into a 500,000 gallon storage tank ("Leachate Storage Tank) and is discharged from the tank by gravity into tanker trucks. The Raw Leachate currently is trucked to a publicly owned treatment works for treatment and disposal. In 2010, approximately 10,350 truckloads of Raw Leachate were shipped from the MCRC.

Review of the Raw Leachate pump stations meter records data for the years 2005-2010 demonstrates that on average the Landfill generates about 100,000 gpd of Raw Leachate with daily flows generally ranging from 60,000 gpd to 173,000 gpd with occasional extreme flows of 390,000 gpd. The volume of Raw Leachate generated by the Landfill varies with the amount of precipitation. The County has determined that the design capacity of the treatment system proposed in response to this RFP must accommodate the daily variation in Raw Leachate flow with a treatment capacity of 150,000 gpd and a demonstrated capability for possible future expansions up to 250,000 gpd of treatment capacity. The existing 500,000 gallon Leachate Storage Tank will be used for Raw Leachate storage and flow equalization. The current Leachate Storage Tank loading platform will be retained to load tanker trucks with Raw Leachate for off-site treatment and disposal if flows exceed the combined on-site storage and pre-treatment capacities.

The Facility Effluent will discharge via a manifold into an existing 6” force main originating at the Sanitary Pump Station. The approximately 1,100 foot long force main leaves the MCRC property at Shafto Road. A 6” x 4” x 6” tee was installed at Shafto Road for force main extension to an existing manhole (TF-K-359) on Mount Run (see Appendix E). The Sanitary Pump Station was constructed in 1996 and consists of a wet well, two submersible 3 HP cutter pumps, controls and a 90 kW emergency generator. The operation and hydraulic performance of the Sanitary Pump Station in conjunction with the Facility Effluent shall be evaluated. The Company shall be responsible to implement the necessary modifications, including design, construction, start-up, commissioning and acceptance testing to ensure continuous and unimpeded operation of the Sanitary Pump Station.

2.4 Description of Facility Site

The Facility Site upon which the Facility shall be constructed is located at the MCRC and is described in detail in Appendix E. The Facility Site is approximately 150 feet by 250 feet, and is located near the Leachate Storage Tank at the MCRC. Borings data from the Leachate Storage Tank area is included in the Subsurface Geotechnical Information included in Appendix E. Proposers will be given the opportunity to conduct further Facility Site investigations, as they deem appropriate, in accordance with Sections 3.4 and 6.3, in coordination with the County.

2.5 Ownership and Financing

The Design-Build Improvements and the Sanitary Pump Station will, at all times, be owned by the County and the County intends to fund the Design-Build Price for the Design-Build Improvements with the proceeds of tax-exempt County debt. In order to maintain the tax-exempt status of the County’s debt to finance the Design-Build Price, the Service Contract will be construed and applied so as to constitute a management contract that does not result in private business use of property financed by the County within the meaning and intent of applicable regulations and rulings of the Internal Revenue Service (“IRS”) including Revenue Procedure 97-13 (“Rev. Proc. 97-13”).

2.6 Accuracy of RFP and Related Documents

The County assumes no responsibility for the completeness or the accuracy of any information presented in this RFP, or otherwise distributed or made available during this procurement process, except as expressly stated to the contrary. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those prepared in writing. In no event may a Proposer to this RFP rely on any oral statement made by the County or any of the County’s agents, employees, advisors, or consultants. Except as specifically provided in the Service Contract, no information derived from any part of this RFP, or any of the related documents, addenda or information provided in connection with this RFP, from the County or any of the County’s agents, employees, advisors, or consultants shall relieve the Company from any risk or from fulfilling all terms of the Service Contract.

Should a Proposer find discrepancies in, or omissions from, this RFP and related documents, the Proposer shall immediately notify the County, in writing, and a written addendum or bulletin of instructions, if necessary, will be provided to each Proposer that has requested a copy of this RFP. Every Proposer requesting an interpretation of this RFP will be responsible for delivering such requests to the County in writing at the address and within the time limit set forth in Section 1.5.

2.7 Investigation by Proposers

Proposers should satisfy themselves, by personal investigation and any other means they deem necessary, as to the conditions affecting the proposed services and the cost thereof. Proposers are solely responsible for conducting their own independent research and due diligence for their preparation of the Proposals and the subsequent delivery of services under the Service Contract. Each Proposer shall execute Business Proposal Form 12 (Disclaimer Statement) to acknowledge their acceptance of this provision.

2.7.1 Geotechnical Investigations

The Service Contract requires the Company to agree that the Design-Build Improvement Sites are acceptable and suitable for the construction of the Design-Build Improvements and operation of the Managed Assets at the prices proposed. Proposers, therefore, are advised to make all necessary inspections (including, but not limited to, geotechnical and environmental constraints) and coordinated visits to the Design-Build Improvement Sites and to review all available and relevant data and information, prior to the submittal of their Proposals, which are necessary in their judgment in order to design and construct the Design-Build Improvements. Subsurface geotechnical information included in Appendix E of this RFP describes information discovered during geotechnical investigations performed by the County near the Facility Site. Section 6.3 of this RFP describes the procedure by which Proposers must arrange for visitations and investigations of the Design-Build Improvement Sites.

The County does not make any representation that the subsurface conditions at the Design-Build Improvement Sites are similar to those in the area where the borings were taken and any differences in subsurface conditions, except to the extent expressly set forth in the Draft Service Contract with respect to the presence of Regulated Site Conditions or Specified Site Conditions, will not be a basis of schedule, price or performance relief.

2.7.2 Pilot Testing

Proposers interested in conducting pilot testing at the MCRC during the proposal preparation process shall submit a detailed written plan to the County for its review and consideration, in accordance with Section 1.5. The County will evaluate pilot testing plans for merit and will make reasonable efforts to provide access to Raw Leachate at the MCRC for Proposers for the conduct of any such pilot testing activities. The purpose of any pilot testing is for the Proposer to evaluate the Raw Leachate pre-treatment equipment and configuration it intends to propose for design, construction and successful operation of the project. Proposers

may only access the MCRC and Raw Leachate after obtaining written authorization from the County and shall be required to enter into an indemnification agreement with the County as a condition of such authorization. The indemnification agreement shall provide an indemnification of the County from any and all loss or expense resulting from the negligence or intentional misconduct of the Proposer or any of its officers, directors, employees, agents, representatives or subcontractors in connection with its pilot testing activities at the MCRC. The County may also restrict access to the MCRC and the Raw Leachate at certain times as part of its written authorization allowing a Proposer to conduct pilot testing. Notwithstanding any of the foregoing, the County reserves the right to reject any request to conduct pilot testing activities at the MCRC, in its sole discretion.

3.0 SCOPE OF SERVICES

This Section provides a brief summary of the performance responsibilities and financial obligations that the County and the Selected Proposer will respectively assume in implementing the Service Contract. The Draft Service Contract comprehensively describes the rights and obligations of the parties and will form the basis of the Service Contract the County anticipates executing with the Selected Proposer. This Section of the RFP summarizes provisions to be included in the Service Contract to be executed with the Selected Proposer. Proposers are instructed to carefully review the Draft Service Contract which provides detail with respect to the Company's obligations. In the event of a conflict between the Draft Service Contract and other Sections of this RFP, the Draft Service Contract shall govern.

3.1 General Description

The County is seeking to enter into a contract with a single company to perform the Contract Services. The Facility shall be designed and constructed with the capacity to treat 150,000 gpd of Raw Leachate, with a demonstrated capability for possible future expansions up to 250,000 gpd. Accordingly, although the Facility will have an initial installed production capacity of 150,000 gpd, all facilities shall be sized to accommodate future expansions up to 250,000 gpd. This approach to the future expansion of capacity is intended to facilitate ease of possible expansion and minimize the scope of design, permitting and construction work needed for future expansions up to 250,000 gpd. It is the County's desire that the future design, permitting and construction of the expansions, if needed, be limited to the addition of treatment, pumping, storage and related instrumentation and control equipment. Specific technical design and construction requirements relating to the sizing of the facilities to accommodate future expansions are set forth in Appendix E. Additional minimum technical requirements and Effluent performance guarantees for the Facility and the other Design-Build Improvements are included in Appendix E and the Draft Service Contract.

3.2 Term of Service Contract

The Initial Term of the operations portion of the Service Contract, including operation and maintenance of the Managed Assets, will be for fifteen years following the achievement of Acceptance by the Company. The County will have the option, in its sole discretion, to exercise a single Renewal Term for an additional five years. Accordingly, Proposers shall be required to commit to pricing, performance guarantees, and contractual terms and conditions throughout a possible 20-year Operation Period following the Acceptance Date should the County elect to exercise its option for the Renewal Term.

3.3 No Discrimination

The Service Contract shall include the mandatory equal employment opportunity and Americans with Disability Act provisions contained in Appendix D.

3.4 Geotechnical Investigations

Soil borings were conducted for the design and subsequent construction of the Leachate Storage Tank, located near to the Facility Site. A copy of such soil borings data is provided in Appendix E. If a Proposer determines that more detailed geotechnical information is required, the Proposer shall perform additional investigations at its own cost. Except as otherwise provided in the Draft Service Contract with respect to Regulated Site Conditions and Specified Subsurface Conditions, actual subsurface conditions which vary materially from the data set forth in Appendix E and the information obtained from Proposer investigations (if any) shall not be grounds for any schedule, price or performance relief.

3.5 Technical Specifications

The Company shall be responsible for the design and construction of Design-Build Improvements in accordance with Design and Construction Requirements, Good Engineering and Construction Practice, Applicable Law and the requirements set forth in the Draft Service Contract, Appendix E and any other applicable sections of this RFP. The Facility shall be capable of reliably pretreating 150,000 gpd of Raw Leachate having characteristics within the range set forth for the parameters in Appendix E.

The Technical Specifications that will be included as an Appendix of the Service Contract will consist of the Design and Construction Requirements and the Secondary Technical Criteria. The Design and Construction Requirements will consist of the minimum technical requirements set forth in Appendix E to this RFP as well as design and construction elements contained in the Selected Proposer's Proposal. The proposed design of the Design-Build Improvements must be in compliance with the minimum technical requirements set forth in Appendix E. The Secondary Technical Criteria will be identified in the negotiation and finalization of the Service Contract with the selected Proposer. Secondary Technical Criteria are certain elements of the preliminary design that may be subject to variation as the design is developed and carried to completion and which would not require County consent with respect to such variation.

Notwithstanding the minimum technical requirements or any other information or requirements provided by the County in connection with this RFP, the Company shall be fully responsible for the design and construction of the Design-Build Improvements and for achieving Acceptance and meeting the Performance Guarantees in accordance with the Service Contract.

3.5.1 Prohibited Technologies

Proposers are advised, that notwithstanding the County's desire to promote creativity and cost competitiveness in this procurement process and to provide flexibility to Proposers with respect to Project configuration, equipment selection, etc., all proposed landfill leachate pretreatment systems shall be comprised of unit treatment processes that ultimately have demonstrated capability to meet the performance requirements set forth in the Service Contract and to obtain the approval of all applicable Governmental Bodies.

In addition, the following technologies are specifically prohibited and any Proposal containing such technologies will be deemed non-responsive to this RFP and will not be considered for further evaluation in accordance with Section 5.0:

- Sequential Batch Reactor;
- Trickling Filters;
- Powdered Activated Carbon Treatment (PACT)
- Aerated Lagoons; and
- Constructed Wetlands.

3.6 Performance Requirements

The Draft Service Contract sets forth the Performance Guarantees for the Project. The Company shall design and construct the Design-Build Improvements, and operate and maintain the Managed Assets, in compliance with all permits and Applicable Law and in accordance with the requirements set forth in the Service Contract. Except to the extent excused due to Uncontrollable Circumstances, if, at any time, the Performance Guarantees are not met, the Company will be subject to liquidated damages in accordance with the Service Contract. The Performance Guarantees shall include the following guarantees:

- Applicable Law, permit and licensing requirements;
- Effluent Guarantee;
- Odor Guarantee;
- Sludge Management and Quality Guarantee; and
- Environmental Guarantees.

Appendix E and the Draft Service Contract summarize the design Influent flow rates and loadings, as well as the Effluent, Sludge, Residuals, and odor requirements anticipated for the project.

3.7 Governmental Approvals

The Company shall be responsible for identifying, preparing applications for, and obtaining all necessary Governmental Approvals, certifications, and permits for the Design-Build Work and the Operation Services in accordance with the requirements of the Service Contract.

3.8 Regulatory Requirements

NJDEP establishes permit levels for effluent discharged into the public sewer system for treatment at the TNSA wastewater treatment plant. NJDEP has issued an SIU permit to the MCRC to discharge 100,000 gpd of pretreated effluent for treatment at the TNSA wastewater treatment plant. The Company shall be responsible for modifying the existing permit to discharge up to 165,000 gpd (150,000 gpd pre-treated Leachate and 15,000 gpd sanitary wastewater), and to comply with any permit-imposed requirements while operating the Managed Assets. A copy of the current SIU permit is included in Appendix E.

3.9 Repair and Replacement

The Company shall be responsible for all repairs and replacements (including that of a major or capital nature) of equipment, systems and structures that comprise the Managed Assets during the Term.

3.10 Scheduled Acceptance Date

The Company shall achieve Acceptance within the number of days proposed on Business Proposal Form 14 (the “Scheduled Acceptance Date”) from the Contract Date. Failure to achieve Acceptance by the Scheduled Acceptance Date, if not excused due to the occurrence of an Uncontrollable Circumstance or County Fault, shall subject the Company to the payment of delay liquidated damages.

3.11 Security for Performance

Proposers shall provide, as security for performance of the Contract Services, (1) a Guaranty Agreement from an entity acceptable to the County (in the event the Proposer is required to, or chooses to, provide a Guarantor in accordance with Section 7.6 of this RFP), (2) a performance bond and a payment bond, in a form acceptable to the County (as set forth as a Transaction Form to the Draft Service Contract) and each in an amount equal to the Fixed-Design-Build Price, and (3) an operations performance bond, in a form acceptable to the County (as set forth as a Transaction Form to the Draft Service Contract) and in an amount equal to the annual Service Fee. The cost of providing the foregoing security instruments shall be borne by the Company.

3.12 Prevailing Wages

The Company must comply with the provisions of the Department of Labor Prevailing Wage standards and the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) and the regulations issued thereunder (N.J.A.C. 12:60-1.1 et seq.).

3.13 Pricing Structure Overview

3.13.1 Fixed Design-Build Price

The Company's lump-sum Fixed Design-Build Price shall be specified in Price Proposal Form 1 (Fixed Design-Build Price). The Company will be paid monthly following the Contract Date, a portion of the Fixed Design-Build Price on a schedule of value basis in accordance with the Service Contract for the performance of a portion of the Design-Build Work. The Fixed Design-Build Price will be the Company's entire compensation and reimbursement for the Design-Build Work.

3.13.2 Annual Service Fee

The initial 15 year Operation Period will begin when the Company achieves Acceptance and begins to operate the Managed Assets. The compensation paid by the County to the Company for operations and maintenance of the Managed Assets will be in the form of a Service Fee, paid monthly (as set forth on Price Proposal Form 4 (Annual Service Fee)). The Service Fee will be comprised of a Base Fee, a pass-through cost component, and Extraordinary Items, each of which is designed to recover a distinct portion of the costs associated with the operation and maintenance costs of the Managed Assets. The Base Fee consists of a Fixed Component and a Variable Component comprised of a Flow Adjustment Element for variations in the Influent flow in excess of an annual average of 140,000 gpd. The Base Fee will not include the cost of electricity, the actual costs of which will be passed through to the County, subject to the proposed maximum utilization and demand guarantees (see Price Proposal Form 5 (Guaranteed Maximum Electricity Utilization and Demand)). All other Utilities, fuel, lubricants, chemicals, etc. will be the responsibility of the Company.

The Fixed Component of the Base Fee is comprised of a single, fixed price for the Operation Services at a specified service level. The Flow Adjustment Element of the Variable Component is a unit basis designed to ensure that the Service Fee accurately reflects changes in operating costs that may result from variations in the quantity of Raw Leachate flow to the Facility for treatment. There shall be no adjustment for variations in loadings.

The Proposer shall propose the Fixed Component of the Base Operating Charge and the Flow Adjustment Fee on Price Proposal Form 4. The Fixed Component and the Flow Adjustment Fee will be determined each Contract Year (commencing the January 1 following the Contract Date) by escalating the Fixed Component and the Flow Adjustment Fee by the appropriate adjustment factor, which is a proposed percentage (up to 100% as set forth on Price Proposal Form 4) of the annual percentage change in the CPI for the Northeast Region (the "CPI Adjustment Factor"). It is the intent of the County to have all fixed operations amounts escalate based on the CPI Adjustment Factor.

3.13.3 Sludge Disposal

As indicated in Appendix E, it is the intent of the County that all sludge produced by the

Facility be accepted at the MCRC for disposal by the County at no cost to the Company. To facilitate such sludge disposal, the Company shall supply a leak-proof, odor protected, storage container for the sludge that is compatible with the County's current hauling equipment.

During the commissioning of the Facility as further described in Appendix E, and on an annual basis thereafter, the Company shall analyze the residuals produced by the Facility and submit the results of such tests to NJDEP for classification. In the event the sludge is classified as hazardous waste by NJDEP, and therefore cannot be accepted by the County at the MCRC, the County may require the Company to dispose of such sludge and the costs for such disposal would be payable by the County on a Cost Substantiated basis. Notwithstanding any of the foregoing, the County shall have the option to assume the responsibility for sludge disposal, in its discretion, if such sludge cannot be disposed of at the MCRC.

4.0 MINIMUM QUALIFICATION REQUIREMENTS

This Section of the RFP establishes the Minimum Qualification Requirements which a Proposer must satisfy to be designated as a Qualified Proposer. Minimum Qualification Requirements are established in “Technical” and “Financial” categories.

4.1 Minimum Technical Qualifications

Compliance with the following requirements will be determined based upon an evaluation of both the past experience of the Proposer and the information on reference projects submitted in the Proposal. A Proposer may be a joint venture whose participants collectively meet the Minimum Technical Qualifications. Additionally, a Proposer may organize a team of companies which collectively meet the Minimum Technical Qualifications, however, one member of the team (the Proposer) shall be designated as the responsible party for negotiation of the Service Contract and shall assume responsibility for all Contract Services and giving or obtaining financial guarantees and commitments. The role and qualifications of each team member shall be described in the Business Proposal. Once a Proposal has been submitted, the Proposer cannot change or substitute team members without the written consent of the County.

Proposers shall provide information, as required in Section 7.10 demonstrating the following experience in order to meet the Minimum Technical Qualifications:

1. The Proposer team has designed and built at least 20 facilities of comparable treatment capacity within the most recent 10 years. The facilities should have been designed to treat landfill leachate, industrial wastewater or sanitary wastewater, with at least five facilities designed to treat high strength industrial wastewater or landfill leachate, employing treatment processes similar to the one proposed for the Facility.
2. The Proposer team has operated (including full responsibility for all management, labor, operation and maintenance) at least 10 comparable similar treatment facilities. The facilities should operate at capacities similar to or greater than the Facility.
3. The Proposer team has designed or operated at least two landfill leachate treatment or pre-treatment facilities employing essentially the same technology proposed for the Facility in the last five years. The combined design flow for these facilities shall be similar to the Facility.

Facilities used to satisfy these criteria are referred to herein as “Reference Facilities”.

4.2 Minimum Financial Qualifications

The proposed Company or the Guarantor (whichever is ultimately responsible) (the

“Principal Company”) must demonstrate that it meets one of the following criteria for financial soundness and ability to provide financial guarantees for proper and correct design and construction of the Design-Build Improvements and operation of the Managed Assets. As part of the Proposal, the Proposer must include the documentation required in subsection 7.13.7 of this RFP.

Criterion I: Principal Company has an investment grade rating by Standard & Poor’s Ratings Services and/or Moody’s Investor’s Service on long-term debt.

Criterion II: The Principal Company must demonstrate:

- Organization and existence for at least three full years prior to the Proposal Date.
- Evidence of the ability to obtain payment and performance bonds in an amount equal to the Design-Build Price.
- Shareholders’ equity at the end of each of the three most recent fiscal years of at least \$15 million.
- A ratio of current assets divided by current liabilities of at least 1.10 for two out of the three most recent fiscal years.
- Cash and cash equivalents of at least \$5 million as of the date of its most recent audited annual financial statements.
- No material adverse changes in its financial position since the end of its most recent fiscal year that would affect the Principal Company’s ability to meet any of the above criteria.
- A current debt to equity ratio of no more than 1:1.
- Positive cash operations after payment of all financing charges including debt repayment and dividends, but before new long-term debt financing.

Criterion III: Alternatively, the Principal Company may provide evidence, in the form of a letter, of its ability to obtain a payment and performance bond in an amount equal to the Design-Build Price, an operations performance bond in an amount equal to the proposed annual Service Fee, and a \$2 million letter of credit from a bank whose long-term debt is rated at least “A” by Standard & Poor’s Ratings Services and/or Moody’s Investor’s Service, all to secure the performance of its obligations to the County during the construction and operation periods.

5.0 EVALUATION CRITERIA

5.1 General

The objective of the County in seeking responses to this RFP is to enable it to select a Company that will perform the Design-Build Work and the Operation Services and enter into the Service Contract with the County. The County will coordinate the review and evaluation of Proposals submitted in response to this RFP. After Proposers have submitted their Proposals, the County will begin the Proposal evaluation process. The County will evaluate Proposals in a manner consistent with the provisions set forth in the Contracting Act.

5.2 Evaluation Criteria

It is the objective of the County to select a qualified Proposer whose proposal is judged, after undergoing the selection process described in this Section, to be in the best interests of the County. Although the County will consider all factors which reflect on each Proposer's ability to meet the County's objectives, significant evaluation emphasis will be placed on the technical, financial, pricing and risk assumption aspects of each Proposal, as well as the demonstrated performance capability of the Proposer and its team to successfully implement the project and the likelihood that this project can be implemented in accordance with the requirements set forth herein and in the Draft Service Contract. The Preferred Proposer will not be determined solely on the basis of lowest cost. Each Proposal will be evaluated in terms of the reasonableness of the claims and commitments made, the completeness of the data provided, the reliability of the approach taken, the likelihood that the Scheduled Acceptance Date contained in the Proposal will be achieved, conformance with the requirements of and the instructions provided in this RFP, and the Proposer's ability and willingness to satisfy and to exceed the technical and financial requirements and Performance Guarantees set forth in this RFP and the Draft Service Contract.

The Proposals will be evaluated based upon four categories of criteria: (1) Qualifications and Experience; (2) Technical Merit; (3) Cost; and (4) Business Merit. For the purpose of evaluating Proposals, these evaluation criteria will be given the following weights:

1) Qualifications and Experience (subsections 5.7.1 and 5.7.2)	30 Points
2) Technical Merit (subsection 5.7.3)	30 Points
3) Cost (subsection 5.7.4)	30 Points
4) Business Merit (subsection 5.7.5)	10 Points

Price Proposals will be evaluated quantitatively on a net present value basis for various potential operational and financial scenarios.

5.3 Determination of Completeness and Compliance

Upon receipt of Proposals, the Project Team will review the Proposals to determine completeness and compliance with submittal requirements. Only complete and responsive Proposals will be further evaluated.

5.4 Determination of Qualified Proposers

Following the determination of completeness and compliance with submittal requirements, the Project Team will review each complete and responsive Proposal to determine if the Minimum Qualification Requirements set forth in Section 4.0 hereof have been satisfied. Only those Proposals which are determined to be Qualified Proposals will be fully evaluated by the Project Team. The County may, in its discretion, request clarification from a Proposer to determine if the Minimum Qualification Requirements have been satisfied. Alternatively, in the event any Proposal does not clearly demonstrate that the Proposer has met the Minimum Qualification Requirements, the County may decline to review and evaluate such Proposal.

5.5 Clarification of Proposals

The Project Team may distribute written clarification questions and/or hold meetings with Qualified Proposers to clarify information regarding Proposals.

5.6 Preparation of Evaluation Report

The Project Team will review and evaluate the Proposals (as clarified) and will prepare an evaluation report setting forth the reasons for the selection of the Selected Proposer as required under the Contracting Act.

5.7 Comparative Evaluation Criteria

The criteria set forth below are not necessarily listed in order of importance and are not necessarily of equal weight. Proposers should refer to Section 5.2 of this RFP for further information relating to the weight associated with the various evaluation criteria. The Proposer shall provide in its Proposal all information necessary to address each of the comparative evaluation criteria set forth in this Section.

5.7.1 Qualifications Criteria

This criterion evaluates the Qualified Proposer's ability to successfully and seamlessly undertake the Project by reviewing the experience of the contracting party, Proposer team members, principal subcontractors, and key individuals with respect to the specific scope that each will perform. Specific items which may be considered under this criterion include, but are not limited to:

- Team and individuals' relevant design-build-operate experience of landfill leachate, high strength industrial wastewater and sanitary wastewater treatment facilities;

- Team and individuals' experience with and capability of operating, maintaining, repairing, replacing and managing landfill leachate treatment and high strength industrial wastewater treatment plants generally; and/or landfill leachate treatment and high strength industrial wastewater treatment plants comparable to the proposed facility. The number, size, and comparability to the facilities managed by the Proposer or individuals may be considered as well as length of time these facilities were or have been under the Proposer's or individual's control;
- Team and individuals' experience with and capability of operating, maintaining, repairing, replacing and managing projects similar to landfill leachate, high strength industrial wastewater, and sanitary wastewater treatment plants. The number, size, and comparability to the facilities managed by the Proposer or individuals may be considered as well as length of time these facilities were or have been under the Proposer's or individual's control;
- Team and individuals' experience with and capability of operating, maintaining, repairing, replacing and managing landfill leachate, high strength industrial wastewater and sanitary wastewater treatment plants in compliance with all applicable laws and regulations.
- Team includes experienced individual(s) appropriately licensed by NJDEP in accordance with N.J.A.C. 7:10A, Rules and Regulations Governing the Licensing of Water Supply and Wastewater Treatment System Operators, to operate the Managed Assets;
- Relevant design experience;
- Relevant construction experience;
- Startup, testing, O&M manual preparation, and training experience; and
- Relevant permitting experience.

5.7.2 Experience Criteria

Criteria that will be applied to evaluate each Qualified Proposer's experience will include, but not be limited to:

- What is the Proposer's history of performance?
- What is the Proposer's health and safety record?
- How extensive and relevant are the past experiences of the Proposer, as an organization, and the individuals identified as part of its Proposal?

- How extensive and relevant are the qualifications and capabilities of the subcontractors who would play a role in implementing the Proposal?
- Has the Proposer completed projects on time and on budget?
- How did the Proposer's references characterize the performance of the Proposer?
- How extensive is the Proposer's history of claims and change orders?
- What is the operator's environmental, contract and licensure compliance history?

5.7.3 Technical Approach Criteria

Criteria to be applied to evaluate the Technical Approach will include, but not be limited to:

5.7.3.1 General

- Does each aspect of the Technical Proposal comply with the technical requirements of this RFP? Are there any deficiencies, enhancements or other deviation from the technical requirements?

5.7.3.2 Treatment Process and Equipment Selection

- Will the Raw Leachate pre-treatment system proposed by the Proposer offer a high level of performance, reliability and capacity?
- Will the Raw Leachate pre-treatment system proposed by the Proposer have adequate and appropriate instrumentation and control?
- Will the Raw Leachate pre-treatment system described by the Proposer offer flexibility, maintainability, longevity and reliability?
- How well does the proposed design address low flow conditions?
- How well does the system address odor control?
- How well does the system address noise control?
- How do routine maintenance cycles affect plant performance?
- How does the proposed process deal with shock loadings?
- Is the proposed process flexible enough, or can the proposed process be upgraded, to accommodate future permit and regulatory requirements?

- Is the proposed process design flexible enough to allow for future expansion to treat a total operating capacity of up to 250,000 gpd of Raw Leachate in the future?

5.7.3.3 Non-Process Design

- What is the soundness and appropriateness of those components not directly related to Raw Leachate treatment including: civil/site work, structural integrity, building services, instrumentation and control, power supply and electrical systems, and communications systems?
- Is the proposed design of the Design-Build Improvements flexible enough to allow for future expansion to treat a total operating capacity of up to 250,000 gpd of Raw Leachate in the future?

5.7.3.4 Architecture, Aesthetics and Landscaping

- Is the design aesthetically pleasing, including the structural features and architectural profile and presentation?

5.7.3.5 Construction

- Will the Proposer's approach to coordination ensure that schedules are met and that the work progresses in a timely manner?
- Has the Proposer adequately created measures for planning, implementing and maintaining construction safety for all persons and ensuring that a safe construction site is maintained at all times?
- Has the Proposer provided a comprehensive start-up and Acceptance Testing plan?
- What percentage of the construction work will be self-performed by the general contractor?

5.7.3.6 Preliminary Operating Protocol

- Did the Proposer adequately describe the Operation and Maintenance Plan in sufficient detail?
- How flexible is the Proposer's operations plan to accommodate the County's needs, e.g., response to operational changes, shock loadings, spare capacities?
- Did the Proposer adequately describe and indicate if it will provide sufficient staffing to properly operate and maintain the Managed Assets?

- Does the Proposer offer an appropriate approach to immediate notification of appropriate parties in the event of an incident that may threaten the safety, health or welfare of the environment, Managed Assets, off-site sanitary sewer system, or the receiving TNSA wastewater treatment plant?
- Does the Proposer provide a clear and comprehensive plan to address Influent and Effluent quality monitoring, reporting requirements, record keeping and how this information will be conveyed? What is their experience at other locations?
- Is the security plan for the sites acceptable?
- Is the Emergency Response Plan acceptable?

5.7.3.7 Maintenance, Repair, and Replacement

- Has the Proposer provided an adequate and appropriate Preliminary Maintenance, Repair and Replacement Plan?
- Has the Proposer provided an appropriate degree and frequency of anticipated maintenance requirements?
- Does the Proposer provide for an ease of maintenance, including worker safety, ease of access to components requiring maintenance, and avoidance of interruption of system operation during maintenance?
- Does the Proposer provide a clear and comprehensive approach to repair and replacement?

5.7.3.8 Preliminary Design-Build Quality Management Plan

- Does the Proposer's Preliminary Design-Build Quality Management Plan proactively monitor and assure quality of the Design-Build Work and tracking of proper action based on QA/QC input?
- How clear and comprehensive are the permitting and design QA/QC procedures?
- How clear and comprehensive are the construction QA/QC procedures and staffing?
- How will the observations and comments on the design by the County be handled?

5.7.3.9 Compliance with the Project Schedule Requirements

- Does the Proposer's critical path method schedule offer any advantage to the County compared to the other Proposals?

5.7.3.10 Project Management

- How well does the proposed project management and staffing plan support the project objectives?
- Does the Proposer's Proposal communicate clearly how key personnel will have the authority, accountability, and means to accomplish the Contract Services goals and objectives?
- How will the Proposer integrate the design organization with both the construction and operations organizations during all phases of design in order to promote constructability, operability, maintainability, value engineering and efficiency of design and construction?
- Does the Proposer propose additional project commitments that are identifiable, measurable, of value to the County, and included in the Proposal as commitments to the County?

5.7.3.11 Approach to Obtaining Governmental Approvals

- Does the Proposer offer a reasonable and clear schedule and approach for obtaining Governmental Approvals?
- Does the Proposer have a strong understanding of the regulatory and permitting process of all Governmental Bodies having jurisdiction?
- What is the likelihood of the Proposer obtaining the requisite Governmental Approvals for its proposed design in a timely manner?

5.7.3.12 Proposer Partnership Environment

- Does the Proposal demonstrate the Proposer's understanding of a team partnership environment in all phases of the project?
- Does the Proposal consider the County's involvement throughout the project?
- How many of the key project management personnel will be assigned to the project on a full-time basis?

5.7.4 Price Proposal Criteria

The County has determined that cost is a major element, but not the only element, in its decision to select a Selected Proposer to negotiate the Service Contract. In particular, for each Proposer the County will evaluate the all-in cost of the Contract Services. The County will analyze the cost of each Proposal over the life of the Service Contract, taking into account all

costs associated with design, construction, operation and maintenance under the scope of the Service Contract.

In projecting costs and calculating the net present value cost, the County will prepare and apply a financial model which will take into account the costs to the County as set forth in each Proposer's Proposal (including using the guaranteed maximum electricity utilization and demand set forth on Price Proposal Form 5 (Guaranteed Maximum Electricity and Demand)), combined with assumptions about the annual Influent flow to the Facility, the annual escalation of future costs, unit cost comparisons, and such other reasonable assumptions as are necessary to enable the County to calculate comparable net present value costs for its various options for the Contract Services.

5.7.5 Business Proposal Criteria

The following criteria will be applied to evaluate and rank Business Proposals and will include, but not be limited to:

- What exceptions, if any, did the Proposer take to the Draft Service Contract? What are the advantages and disadvantages to the County of these exceptions?
- Did the Proposer take any exceptions to the Service Contract that can significantly reduce its value to the County?
- Did the Proposer take any exceptions to the Service Contract that shifts unacceptable risks to the County?
- The County will also evaluate the financial strength of the Company and its Guarantor, as applicable. The financial capacity assessment will consider the adequacy of the Company or the Guarantor, as applicable, to assure the full and timely performance of the Company's obligations under the Service Contract and the overall financial stability of the Company and the Guarantor, as applicable.

6.0 SELECTION PROCESS

6.1 Rights of the County

The County reserves, holds and may exercise, at its sole discretion, the following rights and conditions with regard to this RFP. By responding to this RFP, Proposers acknowledge and consent to the following conditions relative to the procurement process and the determination of a Preferred Proposer and a Selected Proposer:

- All inquiries shall be directed in writing to Richard Throckmorton as stated in Section 1.5 of this RFP. Except as provided in subsection 1.5 of this RFP, Proposers may not contact any other County official or County employee regarding the activities addressed in this RFP and such contact may result in disqualification of the Proposer.
- This RFP does not obligate the County to procure or to contract for any services.
- The County reserves the right to change or alter the schedule for any events associated with this procurement upon notice to the Proposers.
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations entered into in connection with developing a Service Contract will be borne by the Proposer.
- The County reserves the right to eliminate any Proposer who submits incomplete, inadequate responses or is not responsive to the requirements of this RFP.
- The County reserves the right to conduct clarification discussions, at any time, with one or more Proposers.
- The County reserves the right to seek clarification of any aspect of a Proposal and to seek best and final Proposals based upon such clarifications.
- The County reserves the right to waive any defects, technicalities or informalities in the Proposals or non-material deviations from the requirements set forth in this RFP.
- The County reserves the right, at any time, to determine that one or more Proposers will not be selected as either Qualified Proposers, a Preferred Proposer or the Selected Proposer, and notify such Proposers of the County's determination.
- The County reserves the right to designate a representative to act in its place or on its behalf during this procurement process.

- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP at any time, or otherwise request additional information from any or all Proposers.
- All Proposals shall become the property of the County, may be destroyed and will not be returned.
- All activities related to this procurement shall be subject to all Applicable Law.
- Any and all Proposals not received by the date and time specified in Section 7.1 of this RFP, will be rejected and returned unopened.
- The County (including its staff, consultants and the Project Team) reserves the right to visit and examine any of the facilities referenced in each Proposal to observe and investigate the operations of such facilities, as described in Section 7.10.
- Neither the County, its staff, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, submission, collection, review or evaluation of Proposals.
- The County may request recipients of this RFP, and after Proposal submission, Proposers to send representatives to the County for interviews and presentations.
- The County reserves the right to conduct investigations of the Proposers and their Proposals (including, but not limited to, contacting references) to clarify the information provided pursuant to this RFP, and to request additional evidence to support the information included in any Proposal.
- The County reserves the right to discontinue negotiations with any Preferred Proposer or Selected Proposer as described in Section 6.9.
- The County reserves the right to request one or more best-and-final offers (BAFOs) from any or all Proposers determined by the County to have a reasonable chance of being selected as the Selected Proposer.
- The County reserves the right to select and enter into a Service Contract with the Proposer submitting a Proposal which is determined to be the most favorable to the County.

6.2 Pre-Proposal Meeting and Site Tour

A pre-proposal meeting and site tour will be held on Monday, February 6, 2012, at 10:00 a.m. at the Administration Building, located in the MCRC. The purpose of the meeting is to view the Facility Site, clarify any issues regarding the procurement process and this RFP, and to review the obligations of the County and the Company. Prospective Proposers may submit

written questions prior to the pre-proposal meeting (in accordance with Section 1.5) and the County will provide written responses to all potential Proposers. The pre-proposal meeting is optional (but highly encouraged) for all parties interested in submitting a Proposal in response to this RFP.

6.3 Site Access and Investigation

The County recognizes that Proposers may need access to the Facility Site during the Proposal preparation period for the purpose of performing all necessary inspections prior to submittal of a Proposal. Proposers may schedule an individual visit to the Facility Site by contacting Richard Throckmorton in accordance with Section 1.5. Any such visitations and investigations shall be at the Proposer's own cost and expense, and Proposers may only access the Facility Site after obtaining written authorization from the County. In addition Proposers may be required to enter into an indemnification agreement with the County as a condition of such authorization.

6.4 Addenda or Amendments to this RFP

During the period provided for the preparation of Proposals, the County may issue addenda or amendments to this RFP. The County shall issue notice that addenda or amendments have been made available, and will send such addenda or amendments to the prospective Proposers that have requested a copy of the RFP. These addenda will be issued by, or on behalf of the County, and will constitute a part of the RFP. Each Proposer is required to acknowledge receipt of all addenda at the time of submission of the Proposals by completing Business Proposal Form 3 (Acknowledgement of Addendum). All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Date

6.5 Designation of Qualified Proposers

Prior to selection of the most advantageous Proposal for negotiations, the County will review the Proposals received in accordance with this RFP to determine which Proposals meet the Minimum Qualifications Requirements set forth in Section 4.0. The review will be conducted in the manner that avoids disclosure of the contents of a Proposal to any competing Proposer. Proposers submitting Proposals determined to have met such Minimum Qualifications Requirements shall be deemed Qualified Proposers.

6.6 Designation of Preferred Proposer

Following the determination of the Qualified Proposers, the County will evaluate the Proposals submitted by the Qualified Proposers to determine the most advantageous Proposal based upon the criteria set forth in Section 5.0. The review will be conducted in the manner that avoids disclosure of the contents of a Proposal to any competing Proposer.

6.7 Service Contract Negotiations

Upon designation of a Preferred Proposer, the County will commence negotiations of the Service Contract with such Preferred Proposer. The Service Contract will be executed with the Proposer whose final proposed Service Contract and qualifications are the most advantageous to the public (in the sole judgment of the County) and is considered most likely to succeed in designing and constructing the Design-Build Improvements and operating and maintaining the Managed Assets in accordance with the County's objectives and evaluation criteria.

The County will not be responsible for any of the direct or indirect negotiation costs incurred by any Proposer who participates in such negotiations.

A Proposer who fails to negotiate a Service Contract in good faith with the County shall forfeit its Proposal Bond to the County. The Proposal Bond requirements are set forth in Section 7.5.

6.8 Pricing Adjustments

Proposers are strongly encouraged to provide their best and final pricing proposal in their initial Proposal. The County may, but need not, allow modifications to the Price Proposal initially submitted, provided the County determines that the modifications to the Price Proposal are reasonably related, in the judgment of the County, to specific modifications made in the actual cost and risk assumed by the Proposer through the Proposal clarification or negotiation process.

6.9 Termination of Negotiations

The County in its sole discretion may, at any time, exclude a Proposer from further participation in the negotiation process if it determines that such Proposer is failing to progress in the negotiations, if the terms of its Proposal, as negotiated, are less advantageous than those of other Qualified Proposers, if the terms of the Service Contract, as being negotiated, are not satisfactory to the County or for any other reason. The County will give written notice of its decision to such Proposer which shall be sent in writing, signed by an authorized representative of the County, and delivered to the Proposer by certified mail.

Upon such a termination of negotiations, the County may select another Proposer from the Qualified Proposers for negotiations.

6.10 Cost of Proposal Preparation and Selection Process

Each Proposal and preparation of all information required pursuant to this RFP shall be prepared at the sole cost and expense (including engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred in connection with the evaluation and selection process undertaken in connection with this procurement and any negotiations entered into in connection with developing a Service

Contract. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or contract negotiations.

6.11 Disclosure of Information in Proposals

In accordance with the Contracting Act, the County will review each Proposal submitted in response to this RFP in such a manner as to avoid disclosure of the contents of any Proposal to Proposers submitting competing Proposals. In conducting discussions with Proposers, the County will not disclose information derived from Proposals submitted by competing Proposers.

The County will consider requests to protect proprietary information submitted with Proposals. The Proposer should clearly and specifically label all such material and cite the appropriate law which protects such proprietary information. General requests to protect the entire Proposal are not acceptable. To the extent permitted by law, the County will use its best efforts to prevent the unauthorized disclosure of information marked proprietary. The County will notify a Proposer of any Open Public Records Act (N.J.S.A. 47:1A-1 et seq.) request for information that has been designated as proprietary information by the Proposer. It is the responsibility of the Proposer to defend any such action brought under the Open Public Records Act.

Proposers, by submitting their Proposals, expressly acknowledge and agree that the County, its staff and its consultants will assume no liability for any loss, damage, or injury which may result from any disclosure or use of marked data or any disclosure of this or other information to third parties.

Notwithstanding the above, Proposal Forms relating to cost or performance guarantees will not, under any circumstances, be considered proprietary or confidential information.

6.12 No County Liability

Neither the County, its staff, its representatives, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, collection, review or evaluation of responses to this RFP.

6.13 Correction of Errors

Prior to the submission of Proposals, erasures or other corrections in the Proposal must be initialed by the Designated Signatory of the Proposer. The Proposer further agrees that in the event any errors are noticed by the County after the Proposal is opened, the County reserves the right, but does not have the obligation, to waive such errors.

6.14 Modification of Proposals

Prior to the Proposal submission date and time set forth in Section 7.1, a Proposer may modify its previously submitted Proposal if a modified Proposal is either hand delivered to Dorothy Woodford at the Purchasing Department, by or on behalf of an authorized representative of the Proposer, or delivered to Dorothy Woodford, by certified U.S. mail, to the address set forth in Section 7.1.

6.15 Withdrawal from Procurement Process

A Proposer may withdraw a Proposal prior to the Proposal submission date and time set forth in Section 7.1, provided that a written request to withdraw the Proposal is hand delivered to Dorothy Woodford at the Purchasing Department, by or on behalf of an authorized representative of the Proposer, or delivered to Dorothy Woodford, by certified U.S. mail, to the address set forth in Section 7.1.

6.16 Disposal of Proposals

All Proposals are the property of the County and will not be returned (except with respect to Proposal Bonds, which will be returned in accordance with Section 7.5 of this RFP). At the conclusion of the procurement process, the County may dispose of any and all copies of Proposals received in whatever manner it deems appropriate. However, prior to such disposal, the County will use its best efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified in accordance with subsection 6.11 of this RFP. In no event will the County assume liability for any loss, damage or injury which may result from any disclosure or use of marked data which occurs prior to the disposal of Proposals.

7.0 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

7.1 Proposal Submission; Timing of Submission; Number of Proposals to be Submitted

Proposals must be submitted no later than 10:30 a.m. (EST) on April 10, 2012. Seven (7) hard copies of the Proposal, and 12 compact disks containing the Proposal in PDF format, shall be submitted to:

Monmouth County Division of Purchasing
Attn: Dorothy Woodford, Asst. Purchasing Agent
Special Services Complex, 2nd Floor
300 Halls Mill Road
Freehold, New Jersey 07728
Phone: (732) 431-7378
Facsimile: (732) 431-7379

NO COPIES SHALL BE SENT TO ANY PROJECT TEAM MEMBER.

Proposals that are not received by 10:30 a.m. may be rejected. The County will return late Proposals to the Proposer unopened.

One copy of the hard-copy Proposal documents must be clearly marked as the original and must contain the original signature forms and other original documents. The remaining six copies can be reproductions. Proposers shall number each set of documents in sequential order on the upper right corner of each cover. Proposers shall also number each compact disk in sequential order. Proposals must be enclosed in a sealed envelope or box bearing the name and address of the Proposer. **THE NAME OF THE PROPOSAL MUST BE DESIGNATED ON THE OUTSIDE OF THE ENVELOPE OR BOX.**

All Proposals submitted will remain unopened until the deadline for submission of the Proposals has passed. At such time, all Proposals received will be opened and distributed to the Project Team for review.

The delivery of the Proposal to the County on the above date and prior to the time specified herein is solely and strictly the responsibility of the Proposer. The County shall not, under any circumstances, be responsible for delays caused by the United State Postal Service or any private delivery service, or for delays caused by any other occurrence.

The Proposer, by submitting a Proposal, attests to the fact that neither the proposed contractor nor any of its subcontractors are prohibited from receiving the award under N.J.S.A. 34:11-56.38 (regarding State of New Jersey list of debarred Contractors and Sub-Contractors).

7.2 Completeness

The Proposer must follow each and all of the instructions set forth in this Section in order for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposer's Proposal meets the submission requirements of this RFP. The County reserves the right to reject any Proposal which, in its judgment, does not comply with these Proposal submission guidelines. In providing the information required within this Section 7.0, the Proposer should emphasize and should be responsive to the evaluation criteria described in this RFP

7.3 Transmittal Letter and Signature Requirements

Together with each Proposal, the County must receive one transmittal letter, in the form attached as Business Proposal Form 1 (Proposal Transmittal Letter), copied onto the official letterhead of the Proposer. The transmittal letter must be signed by an officer of the Proposer's entity who is empowered to sign such material and to commit the Proposer to the obligations contained in the Proposal (the "Designated Signatory"). A certificate attesting to such authorization must be attached to the cover letter. If the Proposer is a partnership, the Proposal shall be signed in the name of each firm by one or more of the general partners. If the Proposer is a corporation, the authorized officer shall sign his/her name and his/her title beneath the full corporate name. Anyone signing the Proposal as an agent must file with the Proposal legal evidence of his/her authority to execute such Proposal.

ALL FORMS WHICH REQUIRE SIGNATURES OF THE PROPOSER SHALL BE SIGNED BY THE DESIGNATED SIGNATORY WHO SIGNS THE TRANSMITTAL LETTER.

7.4 Business Registration

The Proposer shall include with its Proposal a Business Registration Certificate as required by N.J.S.A. § 52:32-44 and as set forth in Business Proposal Form 4 (Business Registration Certificate). Business Registration Certificates must also be provided for all Participating Firms and subcontractors named in the Proposal as participants in performing the Contract Services. Failure to provide a valid Business Registration Certificate may be grounds for disqualification. Pursuant to P.L. 2009, C.315, failure to submit Business Registration Certificates with the Proposal may be cured as long as the Business Registration Certificates are submitted prior to the award of the Service Contract and the Proposer is properly registered as of the Proposal Date.

7.5 Proposal Bond

A Proposal Bond in the amount of \$20,000, payable to THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, must accompany the Proposal when submitted. Such Proposal Bond shall provide that if the Proposal is accepted and the Proposer is determined to be the Selected Proposer, then prior to the expiration or termination of said Bond, the Selected Proposer will enter into a Service Contract with the County, or if the Selected Proposer shall fail

to do so, said surety will pay to the County, as liquidated damages, the full amount of the Proposal Bond. At the option of the Proposer, the Proposal Bond may be a bond secured by a guarantee of a surety company listed in the latest issue of United States Treasury Circular 570 and within the maximum amount specified in said circular and authorized to do business in the State, an irrevocable, standby “letter of credit” from a bank with a credit rating from either Standard & Poor’s Corporation or Moody’s Investors Service of at least “A”, or a certified check or cashier’s check made payable to the County in the sum of 10% of the amount of the Proposal, not to exceed \$20,000, drawn on a solvent banking institution qualified to do business in the State of New Jersey.

Any Proposal Bond must be valid for a period of at least 365 days from the Proposal submission date. If the Service Contract has not been executed prior to the expiration of the Proposal Bond, the County may require the renewal of the Proposal Bond for an additional period of time. No Proposal shall be considered unless accompanied by the required Proposal Bond. The form of the Proposal Bond which must be submitted is included in Business Proposal Form 5 (Proposal Bond or Security).

The Proposal Bonds submitted by the Proposers shall be returned within 10 business days after execution of the Service Contract by and between the County and the Selected Proposer.

7.6 Guarantor Requirements

If a Proposer’s does not meet the Minimum Financial Criteria on its own merits, or if it wants to enhance its financial qualifications, it may identify the Guarantor that shall irrevocably, absolutely and unconditionally guarantee all of the Company’s obligations under the Service Contract, including but not limited to (1) designing, constructing, acceptance testing the Design-Build Improvements, and (2) operating and maintaining (including repair and replacement) the Managed Assets. The Guarantor may be a parent or a substantially capitalized affiliate company of the Company, and shall demonstrate sufficient financial capability to assure the County that it is capable of performing its obligations under a separate guaranty agreement (the “Guaranty Agreement”).

In the event the Proposer proposes a Company that it believes is substantially capitalized to undertake all of its obligations under the Service Contract, and due to such belief does not intend to provide a separate Guarantor, the Proposer shall clearly indicate such fact in its Proposal. Please note that only financial information submitted by a Proposer that pertains to an entity that would have a contractual relationship with the County (either through the Service Contract or through a Guaranty Agreement) will be considered by the County. A Proposer will not be selected to proceed further in this procurement process based on financial information provided by an entity that will not have a contractual relationship with the County.

7.7 Proposal Forms

Appendices A, B and C of this RFP contain the Proposal Forms. A complete set of Proposal Forms, signed by the Designated Signatory where appropriate, shall be included in each

Proposal. The Proposal Transmittal Letter contained in Business Proposal Form 1, the Proposal Checklist contained in Business Proposal Form 2, the Acknowledgement of Addendum contained in Business Proposal Form 3, the Business Registration Certificate contained in Business Proposal Form 4 and the Proposal Bond or Security contained in Business Proposal Form 5 shall be submitted separately with each Proposal as part of the Executive Summary (Section I). The Participating Firms form contained in Business Proposal Form 6, the Participating Firm Background Information form contained in Business Proposal Form 7, and the List of Subcontractors and Off-Job Fabricators contained in Business Proposal Form 8 shall be submitted as part of the Qualifications Proposal (Section II). The remainder of the Business Proposal Forms set forth in Appendix A shall be submitted in the Business Proposal (Section IV). Technical Proposal Forms set forth in Appendix B shall be submitted in the Technical Proposal (Section III). Price Proposal Forms set forth in Appendix C shall be submitted in the Price Proposal (Section V). Data and information provided in the Proposal Forms will be used in Proposal evaluations.

Each Proposer must fill out all of the forms completely. Use “N/A” to specify any items set forth in the Proposal Forms which are not applicable to a Proposal. It should be noted that the failure to fully complete all applicable Proposal Forms by incorrectly providing that certain Proposal Forms (or portions thereof) are not applicable to a Proposal may result in a determination that the Proposal is unresponsive. To provide additional information, use separate sheets following the Proposal Form format. Much of this information, and particularly the Technical Proposal Forms, will be incorporated into the final Service Contract.

In cases where a written price (in words) is used with a numeric price (in numbers), the written price (in words) will govern. If a discrepancy exists between totals and itemized breakdowns, the totals will govern.

The required Proposal Forms are outlined as follows:

Business Proposal Forms:

- Business Proposal Form 1: Proposal Transmittal Letter
- Business Proposal Form 2: Proposal Checklist
- Business Proposal Form 3: Acknowledgement of Addendum
- Business Proposal Form 4: Business Registration Certificate
- Business Proposal Form 5: Proposal Bond or Security
- Business Proposal Form 6: Participating Firms
- Business Proposal Form 7: Participating Firm Background Information
- Business Proposal Form 8: List of Subcontractors and Off-Job Fabricators
- Business Proposal Form 9: Company Information Form
- Business Proposal Form 10: Statement of Ownership
- Business Proposal Form 11: Non-Collusion Affidavit
- Business Proposal Form 12: Disclaimer Statement
- Business Proposal Form 13: Guarantor Acknowledgement
- Business Proposal Form 14: Scheduled Acceptance Date

- Business Proposal Form 15: Financial Capacity Data Form
- Business Proposal Form 16: Surety Letter of Intent - Performance Bond
- Business Proposal Form 17: Surety Letter of Intent - Payment Bond
- Business Proposal Form 18: Surety Letter of Intent - Operations Performance Bond
- Business Proposal Form 19: Insurance Company Letter of Intent

Technical Proposal Forms:

- Technical Proposal Form 1: Aeration Blowers
- Technical Proposal Form 2: Aeration Diffuser Equipment
- Technical Proposal Form 3: Membranes
- Technical Proposal Form 4: Metering Pumps
- Technical Proposal Form 5: Chemical Storage Tanks
- Technical Proposal Form 6: Sludge Pumps
- Technical Proposal Form 7: Sludge Dewatering
- Technical Proposal Form 8: Effluent Pump Station
- Technical Proposal Form 9: Other Major Equipment and Auxiliary Systems
- Technical Proposal Form 10: Electrical Equipment
- Technical Proposal Form 11: Instrumentation and Control System
- Technical Proposal Form 12: Process Building Systems
- Technical Proposal Form 13: Administration Building Systems
- Technical Proposal Form 14: Architectural Materials

Price Proposal Forms:

- Price Proposal Form 1: Fixed Design-Build Price
- Price Proposal Form 2: Schedule of Values
- Price Proposal Form 3: Maximum Drawdown Schedule
- Price Proposal Form 4: Annual Service Fee
- Price Proposal Form 5: Guaranteed Maximum Electricity Utilization and Demand

7.8 Organization and Form of Proposal

7.8.1 Organization of Proposal

In general, each Proposal shall contain all information which may be of importance to the Project Team in selecting a Company for performance of the Contract Services. The Proposer shall provide information in accordance with the content and format requirements set forth in this RFP. Proposers shall incorporate graphics (e.g., process flow diagrams and drawings) as necessary to clearly present their Proposals. Proposals submitted in response to this RFP should consist of the following sections:

SECTION I: Executive Summary

1. Table of Contents

2. Proposal Transmittal Letter (Business Proposal Form 1)
3. Proposal Checklist (Business Proposal Form 2)
4. Acknowledgement of Addendum (Business Proposal Form 3)
5. Business Registration Certificate (Business Proposal Form 4)
6. Proposal Bond or Security (Business Proposal Form 5)
7. Executive Summary (including Corporate Overview)

SECTION II: Qualifications Proposal

1. Company/Proposer Information
2. Technical Qualifications
3. Relevant Project Experience
4. Key Project Staff
5. Participating Firms (Business Proposal Form 6)
6. Participating Firm Background (Business Proposal Form 7)
7. List of Subcontractors & Off-Job Fabricators (Business Proposal Form 8)
8. Additional Qualifications Information

SECTION III-A: Technical Approach Proposal

1. Project Approach
2. Team Operating Structure, Leadership Roles and Accountability
3. Integrated Proposer Environment
4. Labor and Subcontractor Management
5. Allocation of Construction Work
6. Design-Build Schedule
7. Design-Build Plan
8. Treatment Process and Equipment Selection
9. Odor Control
10. Site Master Planning
11. Civil/Site Work
12. Power Supply
13. Electrical Equipment
14. Instrumentations and Control
15. Auxiliary Facilities
16. Buildings
17. Reliability and Redundancy
18. Construction Safety
19. Preliminary Operating Protocol
20. Chemicals and Materials Management
21. O&M Staffing Plan
22. Preliminary O&M Plan
23. Preliminary Maintenance, Repair and Replacement Plan

24. Start-up and Acceptance Test Plan
25. Design-Build Quality Management
26. Additional Equipment and Technical Information
27. Technical Proposal Forms shall be submitted with this section

SECTION III-B: Drawings, Diagrams and Specifications

1. General
2. Civil/Structural
3. Architectural and Landscaping
4. Mechanical/Process
5. Process Control and Instrumentation
6. Electrical

SECTION IV: Business Proposal

1. Company Information (Business Proposal Form 9)
2. Statement of Ownership (Business Proposal Form 10)
3. Non-Collusion Affidavit (Business Proposal Form 11)
4. Disclaimer Statement (Business Proposal Form 12)
5. Guarantor Acknowledgement (Business Proposal Form 13)
6. Scheduled Acceptance Date (Business Proposal Form 14)
7. Financial Resources Data Form (Business Proposal Form 15)
8. Minimum Financial Criteria
9. Additional Financial Information
10. Surety Letter of Intent - Performance Bond (Business Proposal Form 16)
11. Surety Letter of Intent - Payment Bond (Business Proposal Form 17)
12. Surety Letter of Intent - Operations Performance Bond (Business Proposal Form 18)
13. Insurance Company Letter of Intent (Business Proposal Form 19)
14. Exceptions to Business & Contractual Terms

SECTION V: Price Proposal

1. Fixed Design-Build Price
2. Schedule of Values
3. Maximum Drawdown Schedule
4. Annual Service Fee
5. Guaranteed Maximum Electricity Utilization and Demand

7.8.2 Form of Proposal

The Proposer shall provide the appropriate information required for each section, in accordance with the following content and format requirements:

- The responses shall be concise, clear, factual, and complete with a minimum of extraneous material.
- The information provided shall reference, to the extent practicable, the Section of the RFP being addressed.
- The Proposal shall be indexed and divided into sections and shall be prefaced with a table of contents.
- The Proposal documents shall be typed or printed (1-1/2 spacing) on 8-1/2-inch x 11-inch paper, except for figures or maps, which must be prepared at a larger size due to scale requirements in order to be legible. Oversize maps and figures greater than 11 inches x 17 inches shall be organized in appendices whenever possible.
- Proposals shall be bound in a manner that will allow for easy reproductions (e.g. 3-ring binders are acceptable).
- All information shall be provided in the English language. If any of the information is not in the English language, then a certified English translation from a professional translation individual or firm shall be provided, and the certified English translation shall govern.
- All financial information shall be provided in U.S. dollars, and if such information was converted from a foreign currency, the applicable exchange rate utilized for the conversion into U.S. dollars shall be clearly identified.

7.9 Section I: Executive Summary

The Executive Summary shall summarize, in clear and concise language, the key aspects of the information contained in all other parts of the Proposal. The executive summary should include a clear statement of the Proposer's understanding of the RFP, identify the Proposer's key team members and their respective roles, briefly describe the Design-Build Improvements and summarize the other significant aspects of the Proposal, noting how the Proposer meets the requirements of the RFP and the Service Contract. The Executive Summary should be drafted so that it may be easily understood by persons not having a technical background. The Executive Summary shall include the Proposer's Transmittal Letter (Business Proposal Form 1), Proposal Checklist (Business Proposal Form 2), Acknowledgement of Addendum (Business Proposal Form 3), Business Registration Certificate (Business Proposal Form 4) and the Proposal Bond or other acceptable Proposal security identified in Section 7.5 (Business Proposal Form 5).

At a minimum, the Proposer should discuss its landfill leachate, high strength industrial wastewater and sanitary wastewater treatment industry experience, team members and company structure. A description of any technology and design proposed for the Design-Build

Improvements, Managed Assets operating and maintenance plans, and environmental impacts and their mitigations should also be included. Information regarding the Proposer's pricing shall not be included in the Executive Summary.

The Executive Summary shall also summarize the information contained in the Proposal Forms. This shall include, for each Participating Firm, the form of business organization, ownership and firm description; proposed role in the transaction; and information as to criminal convictions, regulatory violations, bankruptcies, lawsuits and contract disputes.

The Executive Summary shall be limited to 10 pages (exclusive of the Proposal Forms), plus tables, reduced drawings and graphs.

7.10 Section II: Qualifications Proposal

A Proposer is requested to include in its Qualifications Proposal all information necessary to permit the Project Team to make an informed evaluation under each sub-criterion and evaluation factor stated in Section 5.7. The Proposer shall provide all of the information necessary for the County to determine the experience and capabilities of the Proposer and all other Participating Firms.

A Proposal submitted in response to this RFP must contain a Qualifications Proposal that fully conforms with and satisfies the format and content requirements of this RFP, and sets forth the Proposer's qualifications, experience and capability to perform the Contract Services. The Qualifications Proposal shall contain only information pertaining to the Proposer's past performance unrelated to this project. The Proposer's technical approach to this project shall be presented in Proposal Section III (Technical Proposal).

Failure to provide any of the requested information that is available to the Proposer may be grounds for disqualification. If the requested information does not exist or cannot be provided, the Proposer shall state so with an explanation as to why such information has not been provided.

By submission of its Proposal, the Proposer grants the County and its representatives the right to contact and visit any of the named projects, as well as any projects not named, for the purpose of evaluating the Proposer's performance or for validation of information provided in the Proposer's Proposal. This includes contacting any person who is or was associated with each project.

Non-U.S. experience will be considered where demonstrated by the Proposer to be comparable and of equivalent value to U.S. experience for the particular aspect of experience and capability referenced.

7.10.1 Company/Proposer Information

The Proposal shall include a description of the Proposer's team, i.e., the form of business structure (corporation, partnership, joint venture, etc.) that it is proposing and will serve as the contracting party. A project organization chart is required. The Proposal shall identify the portions of the work that will be undertaken directly by the Proposer team and what portions of the work will be subcontracted and to which firms. At a minimum, the Proposal shall identify the parties that will undertake the roles for (1) design, construction, start-up, commissioning, and acceptance testing of the Design-Build Improvements, (2) operation and maintenance (including all repair and replacement) of the Managed Assets, and (3) obtaining and maintaining all Governmental Approvals for the performance of the Contract Services.

The proposed contractual relationships between the Proposer and its team members and subcontractors shall be outlined in the Proposal. The Proposer shall describe the history of the relationships among the team members and subcontractors, including a description of past working relationships.

The history, ownership, organization, and background of the Proposer shall be provided. If the Proposer is a partnership or a joint venture, the required information shall be submitted for each partner or member of the joint-venture firm. The following information shall be provided for the Proposer, joint venture partners, and subcontractors:

- Brief history of the Proposer's business activities, including ownership, markets, organization and background.
- Name and business address of each partner, officer, and stockholder (where applicable) who owns ten percent or more of the shares or other ownership interest.
- If the Proposer or joint venture is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is newly created for the purposes of responding to this RFP, the reasons for this action shall be fully disclosed.
- An organizational chart of the Proposer as well as resumes of all key staff members.

The Proposal must clearly identify the members of the Proposal team that will serve in the roles set forth below. These roles may be provided entirely by one firm or may be allocated among a number of firms. Other individuals who the Proposer believes are critical to the project should also be included. The Proposal shall identify where key staff will be located during the execution of the Contract Services.

- Guarantor – the party or parties financially responsible for guaranteeing the performance of the Company, and all subcontractors, pursuant to the Service Contract. The Guarantor may be either the Company, a parent of the Company, or an affiliate of the Company, who executes a Guaranty Agreement irrevocably, absolutely

and unconditionally guaranteeing to the County the performance of the Company. If more than one Guarantor is identified, each such Guarantor shall execute a separate Guaranty Agreement (in the form set forth as a Transaction Form to the Draft Service Contract) and shall jointly and severally guaranty all of the Company's obligations under the Service Contract.

- Design Engineer – the firm(s) that will design the Design-Build Improvements and provide construction management services.
- Construction Firm – the firm(s) that will construct the Design-Build Improvements.
- Operator – the firm that will be responsible for the operation and maintenance services to be performed for the Managed Assets.

The Proposal shall describe the resources to be allocated to provide corporate support to the project throughout the Term. Such support includes research and development, engineering, design, environmental, analytical or such other support anticipated to be required during the Term.

The Proposal shall state whether, during the past five years, the Proposer and any of its team members, have failed to complete any contract, or has been terminated for poor performance or default by the company, any officer, or affiliate, or has been barred from bidding on public contracts by the federal government or by any governmental entity in the State of New Jersey or any other state; any officer of the company has failed to complete work under a contract handled in his/her own name or has been convicted of any conduct or been found in violation of any federal, state or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages; the company, any affiliate, or any other or any officer of the company filed for bankruptcy; whether any landfill leachate, high strength industrial wastewater and sanitary wastewater treatment plant under contract by the company has been found to be in violation of any provision of federal, state or local regulations. The Proposer shall also indicate whether the Proposer has faced litigation for any of the foregoing or is presently involved in any litigation involving any of the above-referenced information.

The Proposer shall provide a list of all municipal, governmental, institutional, commercial landfill leachate, high strength industrial wastewater and sanitary wastewater treatment plants that the Proposer and each Participating Firm has been involved with over the past ten years. The list shall include the name, location, address, and size of each plant. The nature of the services provided and the name, address, email address and phone number of a contact person representing the service recipient shall be provided. The Proposer may reference private or industrial projects whose identity is confidential by describing the type of industry or facility and the state where it is located without naming a reference or contract administrator. All information provided shall be considered non-confidential.

7.10.2 Technical Qualifications

Proposers shall demonstrate their ability to perform the Contract Services by providing the technical experience and qualifications of the Proposer, its subcontractors, any additional team members with key experience related to the performance of the Contract Services, and key individual team members (see subsection 7.10.1) related to the project.

The County reserves the right to conduct an investigation of the Proposer's and its subcontractors' and other team members' (including key individuals) technical qualifications by contacting project references or accessing public information. Additional information may be requested during the technical qualifications review. At a minimum, the Proposer and its subcontractors and any other key team members shall provide the following information to demonstrate their technical qualifications:

1. *History* - A clear, definitive statement of the number of years the Proposer and each of its subcontractors and any other key team members has been in the business of providing (a) design services, (b) construction services, and (c) operations and maintenance services for landfill leachate, high strength industrial wastewater and sanitary wastewater treatment plants.
2. *Design Experience* - The Proposer shall provide its engineering and design experience for the development and implementation of landfill leachate, high strength industrial wastewater and sanitary wastewater treatment facilities, particularly identifying experience pertaining to any treatment capacities and processes similar to those contemplated for the Facility. The information submitted should demonstrate experience with plant design and construction engineering as reflected on completed, currently operating projects; familiarity with landfill leachate, high strength industrial wastewater and sanitary wastewater treatment unit processes; evaluation and design of landfill leachate, high strength industrial wastewater and sanitary wastewater treatment plants; and understanding of the interrelationship between design, construction, and operation of landfill leachate, high strength industrial wastewater and sanitary wastewater treatment facilities. The Proposer shall identify the team member responsible for key aspects of the design (i.e., architectural, structural, mechanical, process, instrumentation, QA/QC, etc.) and indicate current licenses and registrations (including in particular, any State of New Jersey licenses and registrations). A description shall also be provided of experience in the use of instrumentation and control facilities to improve labor and other operating efficiencies and to enhance reliability by use of real time data and alarm functions. Additionally, the Proposer shall describe its design experience with (1) designing odor control systems and (2) designing aesthetically pleasing facilities.
3. *Regulatory Compliance and Permitting Experience* - The Proposer shall describe its experience and record of compliance with permits, licenses, approvals, consent decrees and other regulatory actions applicable to landfill leachate, high strength

industrial wastewater and sanitary wastewater treatment plants. The Proposer shall also describe its experience in obtaining the permits and approvals or types of permits and approvals listed in the Draft Service Contract. If the Proposer's experience in obtaining these permits and approvals is not local (i.e., not issued by the same agency as would issue the permit for the Facility), the Proposer shall describe in detail how they would approach obtaining the permits and approvals. The Proposer shall describe, at a minimum, its experience in the following:

- State regulatory agencies that the Proposer worked with regarding regulation of landfill leachate, high strength industrial wastewater and sanitary wastewater treatment plants, and duration and record of regulatory dealings. Comparability of regulatory issues handled to those related to the Facility.
 - Experience and capability in permitting new landfill leachate, high strength industrial wastewater and sanitary wastewater treatment plants.
 - Record of compliance with permits, licenses, approvals, consent decrees and agreements, and other regulatory actions applicable to landfill leachate, high strength industrial wastewater and sanitary wastewater treatment plants and plants under management generally (including regulatory compliance).
 - For operation of U.S. landfill leachate, high strength industrial wastewater and sanitary wastewater treatment facilities, a table summarizing violations of Effluent standards and contract requirements at each facility over the past five years. Provide a description of any public notices and the speed and efficiency of corrective actions taken, and the amount of regulatory fines that were assessed.
 - For operation of U.S. landfill leachate, high strength industrial wastewater and sanitary wastewater treatment plants, a table summarizing violations cited by state or federal occupational safety and hazard associations and any fines that were assessed.
 - Emphasis shall be on experience with projects in the U.S. and within the State of New Jersey and local permitting agencies in efforts similar to the Facility.
4. *Construction Experience* - The Proposer shall provide its experience with construction management, construction, quality control of construction, and the startup and acceptance testing of landfill leachate, high strength industrial wastewater and sanitary wastewater treatment facilities with a treatment capacity similar to that of the Facility. Describe the record of budget and schedule performance and the number and amount of change orders. Describe philosophy and experience with preparation and implementation of quality control plans and procedures. The Proposer may also provide descriptions of relevant experience related to publicly owned treatment works. Types of construction experience shall be identified with

each project presented (i.e., construction only, or design-build, or design-build-operate, etc.).

5. *Operation and Maintenance Experience* - The Proposer shall provide its experience with operating and maintaining landfill leachate, high strength industrial wastewater and sanitary wastewater treatment facilities and other environmental management facilities. Information shall include staffing approaches, operations and maintenance and preventive maintenance programs, repair and replacement programs, permit and contract compliance, facility upkeep, length of time operating the plant, and overall performance. Proposers shall emphasize operation and maintenance experience related to landfill leachate, high strength industrial wastewater and sanitary wastewater treatment facilities and capability of achieving the Performance Guarantees presented in the Draft Service Contract, and facilities where they have ten or more years experience operating the same plant. For each operations and maintenance contract the operator has had in the last ten years indicate start date, duration of contract, whether the contract has come up for renewal and if so, was the contract renewed. Describe experience with computerized maintenance management systems (CMMS), computerized operations and maintenance manuals and philosophy on information technology. Describe record of budget performance. Describe philosophy and experience with preparation and implementation of quality control plans and procedures. Include a description of any experience of working relationships as a private operator of a publicly-owned facility working directly with the public owner's other publicly-operated facilities. Also, describe ability and experience in dealing with public relations and community involvement programs (include nature and type).
6. *DB and DBO Experience* - The Proposer shall provide its individual member and collective experience in design-build and design-build-operate project delivery methods, and other alternative project delivery methods, including landfill leachate treatment facilities and other environmental management and processing facilities.

The Proposer shall provide a list of all municipal, institutional, commercial and industrial landfill leachate, high strength industrial wastewater and sanitary wastewater treatment projects that the Proposer and each significant subcontractor worked on to supplement the information required in No. 2 – No. 5 above. The list shall include the name, location, and size of each facility, types of treatment processes, residual disposal method, treatment standards, duration of contract, as well as name, address and phone number of a contact person provided as a reference for each project.

7.10.3 Relevant Project Experience

In addition to providing the technical qualifications and experience described above the Proposer shall provide a detailed description of not less than five nor more than ten directly relevant projects completed within the past ten years that the Proposer has been involved with as a designer, builder, or operator (“Reference Projects”). A brief description of each project shall

be provided, including the history of operation, current status, and a description of the Proposer's specific involvement in these projects. These projects will be used as references.

For each of the Reference Projects identified, provide the following information, as applicable:

- the name and location;
- the owner of the plant or system;
- a description of the services performed;
- applicability and relevance of the Reference Project to the Contract Services;
- description of systems and processes, including design, size and capacity of the facilities;
- history of operations, including start-up date and years of service;
- if the Proposer is or was a single-source guarantor of the contract or if other arrangements were made to provide the project guarantees;
- a description of experience with providing operation and maintenance services;
- a description of experience with odor control;
- a description of experience with pump stations;
- a description of experience with providing sludge management services;
- a description of experience providing repair and replacement services, including capital or major repair and replacement services;
- a description of any service provided for the planning, design and construction of any new facilities;
- a description of any services provided for the planning, design and construction of capital improvements;
- the cost of capital improvements made and the method of financing such costs;
- original and current (or final) contract value;
- name of the division or legally affiliated company which is responsible for the project if different from the Proposer;

- a summary of significant accomplishments (e.g., cost savings results, corrective actions taken to ensure regulatory compliance, financing, design, and construction of capital improvements, etc.);
- the names, titles, telephone, fax numbers and e-mail addresses (all verified to be current) of key managerial-level contact persons of the owner for each Reference Project identified; and
- the names, titles, telephone, fax numbers and e-mail addresses (all verified to be current) of key managerial-level contact persons of the Proposer for each Reference Project identified.

In the Reference Projects presented, the Proposer must demonstrate qualifications and experience consistent with the performance of the Contract Services and including treatment processes demonstrated to be capable of meeting the performance standards as presented in the Draft Service Contract.

7.10.4 Key Project Staff

The Proposer shall provide the relevant qualifications of all key staff assigned to perform the Contract Services. This submission shall include the key project staff of the Proposer, its parent (if applicable), partner firms, and its subcontractors. Information shall include length of time practicing in profession, licenses and certifications, familiarity with landfill leachate, high strength industrial wastewater and sanitary wastewater treatment plant permitting, design, construction, testing and facility operations, and DB or DBO projects, and proposed project leadership. Information for key design personnel shall also demonstrate design experience with treatment processes demonstrated as capable of achieving the performance standards of the Draft Service Contract on a scale comparable to the Contract Services. The Proposer shall identify any professional engineers and operating personnel that are either (i) currently and appropriately licensed in the State of New Jersey, or (ii) who are expected to become appropriately licensed in the State of New Jersey, to provide the design or operation services for this project. The Proposer shall provide resumes of key personnel (including the following types of roles: Project Manager, Design Manager, Construction Manager, Construction QA/QC Manager, Operations Manager, Design-Build Manager and Managed Asset Manager). For each of the key personnel identified indicate on which projects that person played a key role and identify the role.

7.10.4.1 Resumes

All resumes required herein of persons with responsibility for this project shall include the person's name, title, current location, history of employment experience with a brief description of relevant responsibilities, titles, employer's name and city and state location, certifications, and education. Dates must be provided for all education, certifications and employment of each employer. The County reserves the right to seek and contact references of the named individuals for the purpose of evaluating the individual's past performance.

7.10.5 Participating Firms

Proposers shall complete Business Proposal Form 6 (Participating Firms), which identifies the Participating Firms that will be providing a portion of the Contract Services.

7.10.6 Participating Firm Background Information

Proposers shall complete Business Proposal Form 7 (Participating Firm Background Information), which provides background information regarding the Participating Firms.

7.10.7 List of Subcontractors and Off-Job Fabricators

Proposers shall complete Business Proposal Form 8 (List of Subcontractors and Off-Job Fabricators), which identifies the anticipated subcontractors that will provide portions of the Contract Services as well as off-site fabricators that are intended to be utilized by the Proposer for all process-relevant portions of the Design-Build Work.

7.11 Section III-A: Technical Approach Proposal

The proposed technical approach shall be submitted as a separate section of the Proposal and should not contain any price information. This Section outlines the information that the Proposer is required to include in its Technical Proposal. The Technical Proposal shall indicate how the Proposer intends to provide the Contract Services and include the information necessary to determine the technical merits of the Proposal. The Proposer shall define, in detail, the proposed Design-Build Improvements, including the technical information necessary to convey a clear understanding of the proposed treatment process. The Proposal shall be in sufficient detail so that the County can ascertain the Proposer's ability to carry out the Contract Services and comply with the Performance Guarantees and the Design and Construction Requirements. The Technical Proposal narratives shall include an explanation of a rationale behind the design, including descriptions of the benefits of the proposed design and operation of the Managed Assets, and shall complement information provided on the Proposal Forms. Generally, technical information provided in the Proposal demonstrating how the Company will meet the Design and Construction Requirements and the Performance Guarantees will be included in the Service Contract and the Company will not be able to modify such Proposal without the consent of the County.

7.11.1 Project Approach

The Proposers should explain their team's approach to the Contract Services. Specifically, the Proposers are asked to clearly and concisely communicate how they propose to manage the performance of the Contract Services to achieve the following objectives.

- Overall environmental protection
- An odor-free, efficient and effective plant

- A cost efficient and high quality project
- Timely completion
- A cooperative long term business relationship
- Safe environment for Facility staff and visitors and on-site County personnel in compliance with OSHA requirements
- A collaborative team environment free of adversarial relationships
- Reasonable and appropriate risk sharing
- No claims or litigation

The Proposer shall describe the overall philosophy of the Proposer's approach to the Contract Services, as to: how the Proposer intends to ensure that the County achieves its project goals and objectives, what the Proposer's goals and objectives are and how such goals and objectives will be achieved.

7.11.2 Project Team Operating Structure, Leadership Roles and Accountability

The Proposer shall provide a clear delineation, including the team members that will be responsible for designing, building, starting-up, acceptance testing, operating, maintaining, and obtaining all necessary Governmental Approvals for the Design-Build Improvements and Managed Assets, as well as the relationships among the team members and the other Participating Firms. The Proposer shall describe (1) the anticipated contractual vehicles and security instruments (or other guarantees) that will be provided to codify these relationships; (2) how risk and reward is anticipated to be allocated among the project team members; and (3) role descriptions, key individual names and descriptions of accountability relationships. The Proposer shall also describe the history of the relationships among the project team members, including a description of past working relationships.

7.11.3 Integrated Proposer Environment

Describe how the Proposer team will integrate the involvement and perspectives of the three prime roles in the team. How does the team propose to provide seamless continuity of leadership and accountability from one project phase to the next? What leadership tools and systems will be employed to create a high performing team for the duration of the performance of the Contract Services? Specifically, address how a genuine collaborative environment will be created in each of the key phases:

- Design: How will the builder and O&M firm be involved in the design phase?

- Build: How will the designer and O&M firm be involved in the construction phase?
- Operate: How will the designer and builder will be involved in the operation phase?

7.11.4 Labor and Subcontractor Management

Explain the Proposer’s approach to integrating labor and subcontractor members into the collaborative team environment.

7.11.5 Allocation of Construction Work

Describe the allocation of the construction work among the general contractors and subcontractors. The County will view self-performance of work by the general contractor in a favorable light.

7.11.6 Design-Build Schedule

Submit a Critical Path Method (“CPM”) schedule for the performance of the Contract Services that reflects a realistic approach to a project of this nature and scope, and that addresses the major milestones related to the permitting, design, construction, commissioning, testing, and start-up of the Design-Build Improvements and commencement of operations of the Managed Assets, including time for County and applicable Governmental Body review.

7.11.7 Design-Build Plan

The Proposer shall clearly describe the specifics of the Design-Build Improvements. All major components of the Design-Build Improvements shall be described, including the key process, support systems, structures and facilities. The following subsections outline the technical elements that shall be included in order to demonstrate compliance with the Performance Guarantees and the Design and Construction Requirements.

7.11.8 Treatment Process and Equipment Selection

This section shall explain and demonstrate the efficacy of the treatment process, identify and specify key equipment that will be incorporated into the design of the Design-Build Improvements. Detailed design criteria, process calculations, and specifications shall be provided on the appropriate Technical Proposal Forms. Sufficient technical information shall be provided for the County to review and understand the design being provided.

Within this Proposal section, Proposers shall also:

- Provide the history and demonstrated results of the proposed treatment technologies. Proposers are encouraged to identify reference installations of similar nature where the proposed treatment technologies have been successfully implemented. For the reference installations, include the name of the installation, location, size, age, type of

treatment technology being referenced, and installation contact name and phone number. Proposers should emphasize installations of similar size, complexity and treatment objectives to the Facility or installations with treatment modules of similar size to those proposed for the Facility. For reference installations where the Proposer was involved in the implementation of the referenced technology and which were included elsewhere in its Proposal, the Proposer may provide a cross-reference to that reference information.

- Discuss the anticipated useful life of the proposed systems and how the Proposer will maintain, repair and replace equipment to provide uninterrupted service of the Facility.
- Provide an explanation of and a basis for the Proposer's judgment that the proposed combination of unit processes and system configurations will be approved by NJDEP and other applicable Governmental Bodies.
- Describe the Managed Assets odor control capabilities.
- Describe how the treatment processes proposed will be capable of continuously treating Raw Leachate and meeting all of the Performance Guarantees
- Explain the Facility's hydraulics and provide a process flow chart for all material streams in the Facility, including mass or volumetric flow rates, as appropriate to demonstrate that the proposed process is capable of meeting all of the Performance Guarantees.
- Provide a description and layout of all process vessels (plan views and profiles) and equipment, piping, control and bypass valves. The description should reference design standards, physical facility layout and match the architecture and aesthetics provided in the Technical Proposal Forms.

7.11.9 Odor Control

This section shall explain the odor control process, equipment selection and the design of the odor control system. Detailed design criteria and equipment data shall be provided on the appropriate Technical Proposal Forms. Sufficient information for the County to review and understand the design shall be provided. Proposers should reference drawings and diagrams as appropriate. Proposers shall also describe a procedure to monitor compliance with odor control and mitigation measures.

7.11.10 Site Master Planning

The Proposer shall describe its master plan for the Design-Build Improvement Sites to include full buildout. This section shall also describe the layouts of the Design-Build Improvement Sites included with the drawings.

7.11.11 Civil/Site Work

The Proposer shall describe its approach for development of the Design-Build Improvement Sites, including the staging, construction laydown areas, earth movement (cut and fill), excavation, clearing and grading, groundwater control and dewatering, undisturbed areas, drainage, storm water management and treatment, roadways and traffic management, parking and Design-Build Improvement Sites foundations, security, utilities, etc. Proposers shall show the layout of critical components of the Design-Build Improvements on the drawings to the extent possible together with typical sections and details. Critical components include buildings, panels, equipment, tanks, loading/clearance areas, chemical vessels relating to the treatment process, and the effluent pump station. Proposers shall also provide a detailed description of the information and assumptions it is making with respect to the data in the boring logs supplied by the County and any additional independent investigations performed by the Proposer. The Proposer shall provide a detailed landscaping plan. Proposers are advised that any currently existing stockpiles of materials at the Facility Site will be removed by the County prior to the Construction Commencement Date.

7.11.12 Power Supply

The Proposer shall address the planning process necessary to provide power to the Managed Assets. The Proposal shall discuss how electricity usage will be managed efficiently and shall discuss any on-site generation facilities capable of curtailing electrical demand during peak capacity events and the cost effectiveness of the proposed approach. The Proposer shall describe its proposed distribution system. 100 percent back-up on-site generation will be required and the Proposal shall confirm the requirements. Proposers are advised that natural gas is available at the MCRC and may be utilized for on-site back-up generator purposes.

7.11.13 Electrical Equipment

The Proposal shall describe all major electrical equipment on the appropriate Technical Proposal Forms. For each major component, the Proposal shall include, at a minimum, the number of units, location, horsepower, voltage rating, motor classification, and rate of power usage including that for utility and control system power and Site lighting (normal and emergency). All electrical equipment and systems proposed for the design of the Design-Build Improvements shall comply with Class I, Division 1, Group B (Hazardous Location) of the National Electric Code and all applicable State and federal laws and regulations.

7.11.14 Instrumentation and Controls

The Proposer shall describe and show its instrumentation and controls on the appropriate Technical Proposal Form and a Process and Instrumentation Diagram (“P&ID”), respectively. The instrumentation and control system shall allow for remote access and notification of staff of critical failures requiring immediate intervention. In addition, the Proposer shall supplement the Technical Proposal Form and P&ID with a detailed description of the process instrumentation and control systems; and their utilization to achieve the Proposer’s operational philosophy. The

control interface shall be fully described, and logic diagrams provided. The Proposer shall describe how the proposed automation of the Managed Assets will impact staffing levels at the Managed Assets (normal and emergency operation). The Proposer shall describe its plan for system upgrades as technology advances.

7.11.15 Auxiliary Facilities

On the appropriate Technical Proposal Form, the Proposer shall describe the auxiliary facilities to be provided, including on-site analytical capabilities, chemical storage, maintenance shop, etc. Off-site usage, if any, of laboratories shall also be described. The function, size, and purpose of each auxiliary facility shall be described, including how each facility will be equipped.

7.11.16 Buildings

The Proposer shall provide a description and general layout plan of the permanent structures constituting the operations center, laboratory, offices, employee locker rooms, rest rooms, multipurpose room, and conference room. The description should reference the architecture and aesthetics provided in the Technical Proposal Forms and the drawings. The description shall include furnishings, lighting, floor coverings, wall coverings, ceiling finishes, doors, windows, HVAC, insulation, energy efficiency, ADA compliance and all other appurtenances such that the overall building concept is adequately described. These features shall also be described for other critical permanent buildings (e.g., maintenance center, process building), as applicable.

7.11.17 Reliability and Redundancy

In this section, Proposers shall describe the rationale behind their design decisions, including the use of redundant structures and equipment. The Proposal shall also describe the redundancy for each unit process and the interconnections between unit processes allowing flexibility in process configuration to be maximized. This discussion of reliability and redundancy may include, but is not limited to:

- Alternative flow routing under all expected operational, maintenance, and emergency circumstances.
- Redundant power supply.
- Alternate power sources, ranging from on-site generation to alternative energy options to alternative or supplemental off-site guaranteed capacity, which reduce the future risks of increased electricity costs and potentially reduced reliability.
- Preventive and predictive maintenance programs specifically with regard to improving the reliability of the Managed Assets and equipment. Training and

staffing to ensure that the reliability and redundancy programs are successfully implemented.

7.11.18 Construction Safety

The Proposer shall describe the planning and safety measures to be used on the Design-Build Improvement Sites and a description of how this will be communicated to all individuals near or on the Design-Build Improvement Sites during the Design-Build Period. The Proposer shall also describe their approach to minimizing the likelihood of construction-related accidents and compliance with safety measures required by Applicable Law. This section shall, at a minimum, address the following items:

- Safety goals, standards, and guidelines
- Designation by name of an on-site safety coordinator who is to be responsible for all safety related activities and a description of other staff positions involved in safety planning and review
- A framework for a safety review process and appropriate regular meetings to address safety issues
- Documentation of safety procedures
- Construction traffic management and equipment and substance (chemicals) safety training
- Method for tracking who is on the Design-Build Improvement Sites

7.11.19 Preliminary Operating Protocol

This section of the Proposal shall consist of the Proposer's Preliminary Operating Protocol.

7.11.20 Chemicals and Materials Management

The Proposer shall describe how fuel, chemicals, and other toxic or hazardous materials will be handled at the Facility Site. The approach to the handling of toxic or hazardous materials shall demonstrate how the design of the Facility and the proposed operating strategies will minimize the risk of related hazards, including combustion, noxious or harmful vapors or fumes, and spills.

7.11.21 O&M Staffing Plan

The Proposer shall provide an O&M Staffing Plan that includes an organization chart with, at a minimum: (1) number of positions; (2) job classifications and descriptions; and (3) resumes of key management and supervisory personnel. The Organization Chart shall show the

number of employees, their reporting relationship, and their titles. This text should describe their individual responsibilities and the rationale for the organization.

The O&M Staffing Plan shall indicate the number of personnel required, their job titles and the necessary experience and certifications to meet federal and State regulatory requirements. Clearly define the times at which the Managed Assets will be attended by which personnel and, if the system is to be left unattended, how call-outs and emergency coverage will be handled, including response time.

7.11.22 Preliminary O&M Plan

Proposers should be aware that the County wants to encourage efficient operation of the Managed Assets over the Term in a manner that is consistent with the County's objective of maintaining the Managed Assets to a high standard of care that includes: (1) ongoing maintenance and repair; (2) uninterrupted Raw Leachate treatment; (3) prudent renewal and replacement of major equipment; and (4) continuous good housekeeping to preserve aesthetics and protect against deterioration.

The Proposer shall provide a Preliminary O&M Plan that includes the items listed below.

- Briefly describe the Proposer's overall approach to performing the operations and maintenance responsibilities for the Managed Assets, as set forth in this RFP. The description shall include the management philosophy of the Proposer and any management procedures or policies that will be followed.
- Explain the Proposer's technical approach to performing such operation and maintenance responsibilities, including system operational improvements, training and inspection procedures, monitoring measures and routine, preventative, corrective and predictive maintenance programs.
- Describe generally, the laboratory procedures to be undertaken by the Proposer, including compliance sampling and analysis. Identify which analyses will be performed on-site and off-site.
- Describe, generally, the manner by which the Proposer will produce all reports required in the Service Contract.
- Describe the procedures for reviewing with the County on a monthly basis operations, reports, ongoing cost information, and key upcoming projects and/or operations that may impact any Contract Services.
- Discuss what quality assurance and quality control procedures will be used to monitor any aspect of the operations and maintenance.

- Detail how all maintenance records will be kept up to date, including labor and material costs for each piece of equipment, work performed, root cause analysis and replacement dates.
- Discuss in detail the proposed planned maintenance program (i.e., preventative and predictive maintenance.)
- Identify and describe in detail the proposed Computer Maintenance Management System (“CMMS”) that will be used by the Proposer in accordance with the requirements of this RFP. The Proposer shall include sample output sheets or detailed output descriptions produced by the CMMS. The Proposer shall describe in detail past experience with the CMMS, including uses of its various features.
- Identify and describe in detail the proposed approach to generate, maintain, and update the computerized Operation and Maintenance Manual that will be created and used by the Company in accordance with the requirements of this RFP. Provide examples, including all features, of similar computerized Operation and Maintenance Manuals developed or used by Proposer.
- Describe how the Proposer will maintain the Managed Assets in a neat, clean and litter free manner at all times, ensuring the operation of the Managed Assets does not create impermissible litter, noise, fugitive dust, odors, vector or other adverse environmental effects.
- Describe how the Proposer will manage emergencies that may arise at the Managed Assets and interact with the applicable municipal fire, police, public works and emergency management personnel during such emergency.
- Briefly describe the Proposer's general safety program, including staff training, preventative maintenance, and safety procedures for OSHA compliance program requirements. Essential elements of such a program shall include regularly scheduled safety training sessions for all personnel, standard operating procedures for chemical storage and handling, confined space entry and emergency response, Lockout/Tagout, Right to Know, and the care and use of proper safety equipment. An outline of a complete safety-training program shall also be included. Identify the names and experience of the Proposer's personnel that will administer such a program. The Company will be required to prepare a health and safety manual that is consistent with the MCRC’s health and safety manual in accordance with the Service Contract.
- Describe the Proposer’s approach to the Facility Site maintenance tasks with regard to the maintenance of the grounds, walkways and roadways on the Facility Site, including snow removal, the clean up of litter, mowing of grass, trimming of grass, fertilizing of grass, seeding of grass areas, trimming of hedges, maintenance of flower beds, cutting of brush, and the sweeping of such areas.

7.11.23 Preliminary Maintenance, Repair and Replacement Plan

This section of the Proposal shall contain the Proposer's Preliminary Maintenance, Repair and Replacement Plan, which shall define how the Proposer will achieve the County's objective of quality performance. The plan shall show the Proposer's overall approach to performing its maintenance, repair and replacement responsibilities, including major repair and replacement, for the Managed Assets.

- Explain the Proposer's technical approach to performing such maintenance, repair and replacement responsibilities, including major repair, refurbishment and replacements of pipes, valves, equipment, structures, and other assets.
- Discuss what quality assurance and quality control procedures will be used to monitor any and all aspects of the repair and replacement, including major repair and replacement.
- Describe the procedure the Proposer will undertake to conduct its initial and exit inventory and audit of the Managed Assets and document the condition and operational status.

The Preliminary Maintenance, Repair and Replacement Plan shall include, but not be limited to the following components of quality performance:

- Availability of Consumables and spare parts
- Ongoing maintenance and repair
- Uninterrupted pre-treatment of Influent
- Appropriate and timely renewal and replacement of major equipment
- Continuous good housekeeping to preserve aesthetics and protect against deterioration
- Cost-effective upgrades of obsolete equipment and systems
- Manufacturers recommendation for training and spare parts
- Manufacturers equipment and operation and maintenance manuals
- Equipment inventory
- Schedule for shift and preventative maintenance
- Operator training

Through the use of a CMMS, the plan shall address the tracking of groups of equipment with different useful lives, and include depreciation and the appropriate repairs, replacements, and renewals. The Preliminary Maintenance Repair and Replacement Plan shall be provided in sufficient detail to represent contractual terms.

The Preliminary Maintenance, Repair and Replacement Plan shall define how maintenance, repairs and replacements will be made to a specified standard and in a timely manner and will not be deferred due to cost pressures or other factors, and that at the expiration of the Term, the Managed Assets Equipment shall be returned to the County in a sound, proper and well-maintained condition and with a weighted average useful life of equipment equal to 5 years. A repair and replacement schedule shall be provided as part of the Preliminary Maintenance Repair and Replacement Plan.

The Proposer shall describe how portions of the Managed Assets will be periodically removed from service for maintenance, while continuously meeting treatment standards.

7.11.24 Start-up and Acceptance Test Plan

The Proposal shall describe the Proposer's approach to start-up and testing of the various systems and the Design-Build Improvements as a whole. This section should be consistent with the Acceptance Testing sections of the Draft Service Contract.

7.11.25 Design-Build Quality Management Plan

The Proposal shall include a discussion of the Proposer's approach to quality management, including quality assurance and quality control, shall be consistent with and support the following overall quality objectives established by the County:

- Ensure that the permitting, design, and construction of the Design-Build Improvements are consistent with the Service Contract and the Contract Standards.
- Provide for a high-quality workmanship.
- Integrate and coordinate permit specialists and environmental scientists, designers, engineers, construction contractors and operators into all review phases of the Design-Build Work.
- Develop systems to ensure that problems are discovered early, resolved in a timely manner, and do not recur.
- Provide independent oversight equipped with adequate resources to ensure that quality is not compromised by production goals. During the permitting and design phase, independent oversight is defined as having QA/QC personnel separate from and independent of the design production team on whose work QA/QC functions are being performed. During the construction phase, Design Firm oversight of

construction is required as a component of the quality management. Design Firm oversight during construction is defined as the construction administration and resident engineering services required to provide quality assurance.

- Ensure, by use of specified procedures and audit functions, implementation of the QA/QC functions.

7.11.26 Additional Equipment and Other Technical Information

Additional equipment and other technical information provided by the Proposers will be viewed favorably by the Project Team.

7.11.27 Technical Proposal Forms

Proposers shall complete Technical Proposal Forms 1 through 14, as appropriate, which will provide specifications for all major equipment and design concepts proposed for the Design-Build Improvements.

7.12 Proposal Volume III-B: Drawings and Diagrams

Provide a set of drawings that conform with the requirements set forth in Appendix E and that clearly label and illustrate the specifics of the Design-Build Improvements, including all major components. These drawing(s) will serve as an overview of the technical design proposed for the Design-Build Improvements and will become a part of the Appendices to the Service Contract. At a minimum, this section shall include the drawings and diagrams described below. The Proposer may include additional drawings. Drawings may be bound separately from the balance of the Technical Proposal at the option of the Proposer.

7.12.1 General

The Proposer shall provide drawings showing the limits of the Design-Build Improvement Sites, limits of construction and limits of disturbance. The Design-Build Improvement Sites plan drawing(s) shall identify the limits of work, including clearing limits; all permanent and temporary on-site structures, Design-Build Improvement Sites security and utilities; staging and laydown areas; roadways and traffic circulation; parking areas; clearing and grading; Design-Build Improvement Sites drainage; storm water management plan and landscaping. Design-Build Improvement Sites section drawing(s) showing typical sections through the developed portion of the Design-Build Improvement Sites shall be included.

Hydraulic profiles and the hydraulic grade lines shall be provided. Pumping, piping and valving at the intake and discharge point of major systems within the Facility shall be indicated, including the size, hydraulic capacity, and material of each component. At a minimum, the general Facility drawings shall include:

- Hydraulic Profile and Hydraulic Grade Lines from the Bypass Raw Leachate Facilities to the Effluent Transmission Main discharge for the liquid process stream
- Process Flow Diagram - Proposers should identify all chemical feed locations. The projected quality of the influent and effluent of each unit process with respect to the key parameters shall also be provided. Equipment data, including manufacturer, capacity, pressure, horsepower, etc., should be indicated for each piece of equipment. An equipment list with all relative information pertaining to the equipment, or equipment data sheets may be submitted in lieu of putting the information on the drawings.
- Mass Balance Diagram (including all side streams, process chemicals and other residues)
- Site Layout Plan, including vessels and major equipment
- Piping Plan

Plans and layouts shall be to a standard scale, identify the scale, and include dimensions for major features.

7.12.2 Civil / Structural

The civil / structural drawings shall include:

- Legend (if different from the general drawings legend)
- Plans and Layouts (including buildings and roadways)
- Grading and Drainage Plan
- Utilities Plan

Plans and layouts shall be to a standard scale, identify the scale, and include dimensions for major features.

7.12.3 Architectural and Landscaping

Proposers shall submit the following architectural and landscaping drawings at a minimum:

- Site landscaping layout
- Schematic Operations Building enlargement, including area classifications
- Schematic entry feature elevation or perspective for the Facility Site

- Plans, elevations and sections necessary to convey the Proposer's architectural and landscape design

The above listed architectural drawings shall include materials of construction.

7.12.4 Mechanical / Process

The mechanical / process drawings shall include:

- Plans and layouts (major equipment, piping, odor control systems, and chemical areas)

7.12.5 Process Control and Instrumentation

The process control and instrumentation drawings shall include:

- Control philosophy
- Mass balance diagrams, including flow, concentration (ppm) and mass (lbs/day)
- Process control and instrumentation diagrams (include the range of concentrations and/or other values of key parameters)
- Locations of all flow and water quality monitoring devices
- Schematic block diagram of distributed control system
- Effluent discharge interface with the Sanitary Pump Station and the existing force main
- Legend

7.12.6 Electrical

The electrical drawings shall include:

- Legend
- Electrical One-line Diagram - Proposers should identify electrical equipment data, including manufacturer, capacity, pressure, horsepower, etc., on the drawing. An electrical equipment list with all relative information pertaining to the equipment, or equipment data sheets may be submitted in lieu of putting the information on the drawings.
- Facility entrance and transformers

7.13 Section IV: Business Proposal

This Section shall present the business and financial aspects of the Proposal. The Proposer shall submit sufficient information so that the County can evaluate the Proposer's ability to satisfy the conditions of the Service Contract. The subsequent subsections outline the type of information that shall be included in the Proposer's business and financial submission.

7.13.1 Company Information

Proposers shall complete Business Proposal Form 9 (Company Information Form), which clearly identifies the Company that will enter into the Service Contract and provides additional requested information.

7.13.2 Statement of Ownership

The Proposer shall complete and submit Business Proposal Form 10 (Statement of Ownership) to indicate the names and addresses of any owner(s) of the Company (that will enter into the Service Contract) who own 10% or more of equity in the Company. If one or more such equity owner is not an individual, then the equity holding individuals or entities owning 10% or greater of the equity in that entity shall also be listed. Such disclosure shall be continued until names and addresses of every individual stockholder, and individual partner, member or venture exceeding the 10% ownership criteria of each corporation, partnership, limited liability company or joint venture listed has been identified.

7.13.3 Non-Collusion Affidavit

Proposers shall complete and sign Business Proposal Form 11 (Non-Collusion Affidavit), which acknowledges that the Proposal has been made and submitted in good faith and without collusion or fraud.

7.13.4 Disclaimer Statement

Proposers shall be responsible for independently verifying the accuracy of all the information contained in the RFP. Proposers shall complete and sign Business Proposal Form 12 (Disclaimer Statement) which releases the County or any of the County's agents, employees, advisors, or consultants from any and all claims arising from any information contained in or otherwise provided in connection with this RFP, except as otherwise specifically provided in the Service Contract.

7.13.5 Guarantor Acknowledgement

In the event a Guarantor is being proposed, the Proposer must have the Guarantor complete and sign the Guarantor Acknowledgement (Business Proposal Form 13). The Guarantor will be required to sign a Guaranty Agreement with the County generally in the form set forth in Transaction Form A to the Draft Service Contract, in which it will irrevocably,

absolutely, and unconditionally guarantee the performance of all obligations of the Company under the Service Contract. The Guarantor Acknowledgement shall be submitted on the Guarantor's letterhead in the form of Business Proposal Form 13 and signed by a representative of the Guarantor who is empowered to sign such material and to commit the Guarantor to the obligations contained in the Acknowledgement. A Certificate of Authorization (Attachment 1 to the Guarantor Acknowledgement) attesting to such authorization must also be submitted with the Guarantor Acknowledgement. If the Guarantor is a partnership, the Guarantor Acknowledgement shall be signed by one or more of the general partners. If the Guarantor is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. If the Guarantor is a joint venture, each firm in the joint venture shall sign a separate Guarantor Acknowledgement. If the Guarantor is a limited partnership or a limited liability company, the Guarantor Acknowledgement shall be executed by the managing partner(s) or managing member thereof. If there are multiple Guarantors (which must be jointly and severally liable), each must independently comply with these requirements and submit separate Guarantor Acknowledgements with Certificates of Authorization. Anyone signing as an agent must file with it legal evidence of his or her authority to execute such Guarantor Acknowledgement

7.13.6 Scheduled Acceptance Date

Proposers shall complete Business Proposal Form 14 (Scheduled Acceptance Date), which identifies the proposed Scheduled Acceptance Date to be included in the Service Contract. Proposers are advised to carefully review the Draft Service Contract to fully understand the significance of the Scheduled Acceptance Date.

7.13.7 Financial Capacity Data Form

Proposers shall complete and provide Business Proposal Form 15 (Financial Capacity Data Form) for both the Company (that will enter into the Service Contract) and the Guarantor in order to provide the County with an overview of the financial information requested by this RFP. Business Proposal Form 15 shall be completed separately by the Company and the Guarantor(s) and signed by an authorized official of the Company and the Guarantor(s), respectively. If any information requested on Business Proposal Form 15 is not available, Proposers and Guarantors shall provide an explanation as to the absence of such information. As requested in the Financial Capacity Data Form, Proposers shall submit the following information:

- Annual audited financial reports (including balance sheets, income statements, statements of changes in financial position and cashflow statements) for each of the past three years for (a) the Company, and (b) the Guarantor, prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), and all relevant notes. If the responding entity is not a public company, it will provide independently audited financial statements and may request the information be treated confidentially by the County. If the Company or Guarantor, as applicable, has been in existence less than three years, the information will be provided for the period of its existence.

- The most recent Form 10-K and Form 10-Q filed with the Securities and Exchange Commission (“SEC”) by (a) the Company, and (b) the Guarantor; or, if one or more of these parties are not regulated by the SEC, then the most recent quarterly financial report for each such party. This quarterly financial report may be prepared internally, but must be approved and signed by an officer of the company.
- Any credit reports, credit bulletins, or other published statements by recognized rating agencies (Standard & Poor’s Rating Services, Moody’s Investor Services, Dun & Bradstreet, Fitch, and Value Line) that have been issued or published within the past five years for the (a) Company, and (b) Guarantor.
- Guarantor, Company’s and Proposer’s history for the last five years related to obtaining performance bonds and/or payment bonds. Indicate any instances when the Guarantor, Company or Proposer was unable to obtain requested performance or payment bonds.

7.13.7.1 Minimum Financial Criteria

The Proposer must state whether it plans to meet the minimum financial criteria under Criterion I, Criterion II or Criterion III (see Section 4.2).

- Proposers proposing to qualify under Criterion I must submit evidence of an investment grade rating of the Company (or, if applicable, the Guarantor) by Standard & Poor’s Ratings Services and/or Moody’s Investors Service on long-term debt.
- Proposers proposing to qualify under Criterion II must submit, in response to this RFP, evidence of the Principal Company’s ability to obtain a payment and performance bond covering the construction cost of the project in the form of a letter from the insurance company or insurance broker that will provide the payment and performance bond.
- Proposers proposing to qualify under Criterion III must submit, in response to this RFP, evidence of the Principal Company’s ability to obtain (1) a payment and performance bond covering the cost of construction, (2) an operations performance bond in an amount equal to the annual Service Fee and (3) a \$2 million letter of credit for the construction period to the date of acceptance and a \$2 million letter of credit for each year thereafter from a bank whose long-term debt is rated at least “A” by Standard & Poor’s Ratings Services or Moody’s Investors Services, in the form of letters from the appropriate financial institutions. Surety bonds must be written by a surety company that complies with the requirements specified in the Draft Service Contract.

7.13.7.2 Additional Financial Information

Proposers shall also provide full information concerning facts or events that would materially affect the Company's or the Guarantor's business, including, but not limited to: significant changes in business operations, bankruptcy proceedings, mergers and acquisitions and pending litigation. Proposers must disclose whether it or an officer or affiliate or other project team member (including the Company and the Guarantor) has been barred from bidding on public contracts by the federal government or by any governmental entity in New Jersey or any other state. If so, please provide a detailed explanation. The Proposer must also disclose whether any officer of the Proposer, the Company or the Guarantor has been convicted of any criminal conduct or been found in violation of any federal, state or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination, prevailing wages or for any actions associated with their performance or provision of services to a public entity. If so, indicate which officer and the circumstances of the criminal conduct or violation. The Proposer shall indicate whether it, the Company, the Guarantor, any affiliate or any officer has ever filed for bankruptcy and explain the circumstances.

The Proposer shall provide a description of all material liabilities and contingent liabilities, disputes, claims, litigation, judgments, notices of violations or administrative enforcement actions arising out of the construction and/or operation of a landfill leachate, wastewater or water treatment system by the Proposer or members of its team.

Any additional information of the Proposer, Company and Guarantor that is believed to be appropriate in fully reflecting the financial strength of the Company or its Guarantor. For example, the prospectus or offering statement for the Guarantor's or Company's latest debt or equity offering may be provided.

7.13.8 Surety Letter of Intent to Issue a Performance Bond

Business Proposal Form 16 (Surety Letter of Intent - Performance Bond) shall be duplicated and provided on the official letterhead of the Proposer's surety company. The Proposer must provide a surety company that complies with the requirements set forth in the Draft Service Contract. Business Proposal Form 16 acknowledges, among other things, that the Proposer's surety company has reviewed and understands the requirements of this RFP and the Draft Service Contract and intends to issue a Performance Bond in favor of the County as security for the performance of the Company's Design-Build Work obligations under the Service Contract, as negotiated between the parties based on the RFP and the Proposal.

7.13.9 Surety Letter of Intent to Issue a Payment Bond

Business Proposal Form 17 (Surety Letter of Intent - Payment Bond) shall be duplicated and provided on the official letterhead of the Proposer's surety company. The Proposer must provide a surety company that complies with the requirements set forth in the Service Contract. Business Proposal Form 17 acknowledges, among other things, that the Proposer's surety company has reviewed and understands the requirements of this RFP and the Draft Service

Contract and intends to issue a Payment Bond in favor of the County as security for the performance of the Company's Design-Build Work obligations under the Service Contract, as negotiated between the parties based on the RFP and the Proposal.

7.13.10 Surety Letter of Intent to Issue an Operations Performance Bond

Business Proposal Form 18 (Surety Letter of Intent - Operations Performance Bond) shall be duplicated and provided on the official letterhead of the Proposer's surety company. The Proposer must provide a surety company that complies with the requirements set forth in the Service Contract. Business Proposal Form 18 acknowledges, among other things, that the Proposer's surety company has reviewed and understands the requirements of this RFP and the Draft Service Contract and intends to issue an Operations Performance Bond in favor of the County as security for the performance of the Company's Operation Services obligations under the Service Contract, as negotiated between the parties based on the RFP and the Proposal.

7.13.11 Insurance Company Letter of Intent

The Proposer shall submit Business Proposal Form 19 (Insurance Company Letter of Intent) which shall be duplicated and provided on the official letterhead of the Proposer's insurance company. The Proposer must provide an insurance company that complies with the requirements set forth in the Draft Service Contract. The Insurance Company Letter of Intent acknowledges, among other things, that the Proposer's insurance company has reviewed and understands the requirements of this RFP and the Draft Service Contract and that the insurance company intends to furnish the Required Insurance set forth in the Service Contract, as negotiated between the parties based on the RFP and Proposal.

7.13.12 Exceptions to the Business and Contractual Terms

The Proposer shall indicate its willingness to enter into the Service Contract. Acceptance of the terms and conditions of the Draft Service Contract will be a factor in the evaluation of Proposals, as detailed in subsection 5.7.5. However, the County recognizes that Proposals may be conditioned on the mutual resolution of particular issues identified by Proposers. The Proposer shall indicate its willingness to accept the Service Contract (including Appendices and Transaction Forms) as stated, or indicate specific provisions to which the Proposer takes exception and offer alternative contract language which the Proposer would accept in the form of a neatly hand-written mark-up or a "track-changes" electronic mark-up of the Draft Service Contract. To the extent such mark-up would be too extensive, the Proposer shall provide the Proposer's substitute language for this marked text as typed riders.

In evaluating proposed terms and conditions, the County will assume that the Proposal includes all suggested changes and that the Proposer accepts all terms and conditions that are not specifically addressed in its mark-up of the Draft Service Contract. Except with respect to changes in law or other Uncontrollable Circumstances occurring between the Proposal Date and the Contract Date, the County does not intend to discuss or negotiate any issue, term or condition that is not specifically identified in the mark-up of the Draft Service Contract contained in the

Proposal. In the event that the Proposer selected for negotiations raises any such issue, term or condition, the County reserves the right to suspend or terminate negotiations with such Proposer and to commence negotiations with a different Proposer. Proposers are further advised that the County's acceptance or non-acceptance of any Proposer-suggested changes to the terms and conditions of the Draft Service Contract shall not increase the Proposer's proposed pricing.

Proposers are cautioned that significant deviations from the terms and conditions set forth in the Draft Service Contract will result in fewer or no points being awarded to the Proposer under the business merit criterion. In addition, to the extent that the proposed changes to the terms and conditions substantially change the nature of the transaction or the scope of services, the County may reject the Proposal in its sole discretion as non-responsible to the requirements of this RFP. In the event of a conflict between the Draft Service Contract and other Sections of the RFP, the Service Contract shall govern.

7.14 Section V: Price Proposal

A Proposal submitted in response to this RFP must contain a Price Proposal that fully conforms with and satisfies the format and content requirements described herein, and sets forth the Proposer's proposed Fixed Design-Build Price and Service Fee to perform the Contract Services. In evaluating the Price Proposal, the Project Team will apply the price evaluation criteria and evaluation method set forth in subsection 5.7.4. Accordingly, Proposers are requested to include in their Price Proposals all information necessary to permit the Project Team to make an informed evaluation under the sub-criterion and evaluation factors stated in subsection 5.7.4.

By submitting a Proposal, each Proposer agrees that the pricing terms submitted in connection with the Proposal shall be held firm for a period of 365 days following the Proposal Date. All pricing shall be subject to adjustment solely in accordance with the terms and conditions of subsection 7.14.1.1 of this RFP and the Service Contract.

7.14.1 Price Proposal Forms

7.14.1.1 Fixed Design-Build Price

The Proposer shall complete Price Proposal Form 1 (Fixed Design-Build Price) by providing the total Fixed Design-Build Price, as well as an approximate breakdown of the Fixed Design-Build Price. The items listed on Price Proposal Form 1 are not intended to represent a complete listing of all equipment, systems, and infrastructure requirements to design and construct the Design-Build Improvements. Proposers shall include additional items and remove inapplicable items, as appropriate, to add clarification of their Proposal.

The Fixed Design-Build Price shall include all costs for performing the Design-Build Work, including obtaining all applicable Governmental Approvals, designing, constructing, starting-up, commissioning and Acceptance Testing. The Fixed Design-Build Price shall also

include the costs associated with the Required Design-Build Period Insurance, Performance Bond and Payment Bond, as well as any other costs associated with the Design-Build Period necessary to achieve Final Completion. Proposers shall propose their Fixed Design-Build Price with the understanding that there is no intention on the part of the County to request further “best and final offers” at this time and that this proposed Fixed Design-Build Price (subject to adjustment as set forth in this subsection and the Draft Service Contract) shall be included in the Service Contract without further negotiation.

Proposers should note that while the total Fixed Design-Build Price represents the Proposers guaranteed price for performing all Design-Build Work and achieving Final Completion, the detailed breakdown of the Fixed Design-Build Price on Proposal Form 1 shall be solely for the informational and evaluation purposes of the County. The total Fixed Design-Build Price and each line item price shall be inclusive of all applicable taxes (including the State sales taxes on purchases of materials at the applicable tax rate).

The proposed Fixed Design-Build Price shall remain effective for 365 days following the Proposal Date and shall be subject to adjustment solely in accordance with this subsection and the Service Contract. In the event that the Contract Date occurs after the date which is 180 days following the Proposal Date, the proposed Fixed Design-Build Price shall be subject to adjustment based on the change in the National Engineering News Record (ENR) “Construction Cost Index (CCI)” for the period starting on the date which is 180 days following the Proposal Date and ending on the Contract Date.

7.14.1.2 Schedule of Values

The Proposer shall complete the Schedule of Values on Price Proposal Form 2 (Schedule of Values). The Company shall provide a complete CPM/Payment Schedule which is a detailed cost-loaded breakdown of all Design-Build Work activities shown in the schedule. This should represent the total cost of all activities associated with the Design-Build Work portion of the Service Contract, and will become the Schedule of Values. This Schedule of Values will become a part of the invoicing procedure, whereby the Company will be required to deliver, with the invoice, a monthly progress report, including the CPM schedule and progress to date, and the Schedule of Values showing the amount expended.

The CPM schedule shall, at a minimum, be a fully resourced and cost-loaded schedule with respect to design, equipment and material procurement, construction, describing all scheduled work, equipment, and materials. The CPM schedule shall include a detailed mobilization plan for the phases of work, including engineering, and construction. It shall indicate preparation of drawings and construction documents, submittals, and samples. It shall contain time for agency and government reviews. The CPM schedule shall include, equipment testing and commissioning, punchlist, and cleanup. The CPM schedule shall indicate early start and finish, late start and finish, and float time for each activity.

7.14.1.3 Maximum Drawdown Schedule

The Proposer shall complete the Maximum Drawdown Schedule on Price Proposal Form 3 (Maximum Drawdown Schedule) by providing percentages in the second column. The proposed Maximum Drawdown Schedule will be evaluated and used to finalize the Service Contract.

7.14.1.4 Annual Service Fee

The Proposer shall provide its proposed annual Service Fee for the performance of the Operation Services by completing Price Proposal Form 4 (Annual Service Fee). The Proposer shall provide the Flow Adjustment Fee for each one thousand gallons of Influent flows in excess of an annual average of 140,000 gpd on Price Proposal Form 4. In order to comply with Rev. Proc. 97-13, the Fixed Component shall comprise at least 80% of the annual Service Fee and Proposers shall not propose a Flow Adjustment Fee that would result in a violation of such requirement. The proposed Fixed Component and Flow Adjustment Fee shall be in the amount that would be payable to the Company if the Operation Period were to begin in the Contract Year beginning during the County's fiscal year commencing January 1, 2012 and shall be adjusted at the beginning of each subsequent Contract Year (commencing the January 1 following the Contract Date), as described in the Draft Service Contract.

Price Proposal Form 4 shall also state the Proposer's CPI Adjustment Factor Modifier, which represents that fraction of the annual percentage change in the Consumer Price Index, based on the calculation method defined in the Draft Service Contract, which the Proposer wishes to propose for purposes of calculating the CPI Adjustment Factor. The proposed CPI Adjustment Factor Modifier shall not be greater than 100%.

In addition, Proposers shall include the amount (adjusted annually commencing the January 1 following the Contract Date as specified in the Draft Service Contract) that would be subtracted from the Service Fee in the event that the County determines to release the Company from its obligation to provide the Operations Performance Bond during the Term on Price Proposal Form 4.

7.14.1.5 Guaranteed Maximum Electricity Utilization and Demand

The Proposer shall provide its proposed Guaranteed Maximum Electricity Utilization and Demand during the Operating Period on Price Proposal Form 5 (Guaranteed Maximum Electricity Utilization and Demand). Proposers shall provide maximum usages of electricity by the Managed Assets in terms of electricity utilization (in kWh/1,000 gallons of Raw Leachate flow) and electricity demand (in kW). The Guaranteed Maximum Electricity Utilization and Guaranteed Maximum Electricity Demand provided by Proposers shall be used in determining the Proposer's Guaranteed Maximum Annual Electricity Costs. Such Guaranteed Maximum Electricity Utilization and Guaranteed Maximum Electricity Demand will be used to calculate the net present value in the cost evaluation of power used by the Managed Assets, by applying it

to the estimated unit cost. Proposers should review the Draft Service Contract to determine how the Actual Annual Electricity Costs and the Guaranteed Maximum Annual Electricity Costs affect the Service Fee.

APPENDIX A

BUSINESS PROPOSAL FORMS

BUSINESS PROPOSAL FORM 1
PROPOSAL TRANSMITTAL LETTER

(To be typed on Proposer's Letterhead)

[Date]

Re: Proposal for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility

_____ (the Proposer) hereby submits its Proposal in response to the Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility (RFP) issued by the County of Monmouth, New Jersey (the County) on January 9, 2012, as amended.

As a duly authorized representative of the Proposer, I hereby certify, represent, and warrant, on behalf of the Proposer team, as follows in connection with the Proposal:

1. The Proposer acknowledges receipt of the RFP and the following addenda:

<u>No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Attachment 1 to this transmittal letter is a Certificate of Authorization which evidences my authority to submit the Proposal and bind the Proposer.
3. All Project team members identified to date are identified in Business Proposal Forms 6, 7 and 8.
4. The entity that is being proposed to enter into the Service Contract with the County is _____ (the Company), a _____, organized under the laws of the State of _____, and authorized to do business in the State of New Jersey.

5. The Proposer's obligations under the Service Contract will be guaranteed absolutely and unconditionally by _____ (the Guarantor), as evidenced by the Guarantor Acknowledgement certificate submitted as Business Proposal Form 13. Attachment 1 to Proposal Form 13 is a Certificate of Authorization, which evidences the signer's authority to submit the Guarantor Acknowledgement certificate and enter into a Guaranty Agreement with the County.
6. The Performance Bond issued on behalf of the Company, assuring that the Company will perform its Design-Build Work duties in accordance with the terms of the Service Contract, will be provided by _____, as evidenced by such surety's letter of intent submitted as Business Proposal Form 16.
7. The Payment Bond issued on behalf of the Company, assuring that the Company will perform the payment obligations in connection with its Design-Build Work duties in accordance with the terms of the Service Contract, will be provided by _____, as evidenced by such surety's letter of intent submitted as Business Proposal Form 17.
8. The Operations Performance Bond issued on behalf of the Company, assuring that the Company will perform its Operation Services duties in accordance with the terms of the Service Contract, will be provided by _____, as evidenced by such surety's letter of intent submitted as Business Proposal Form 18.
9. The Required Insurance required by the Service Contract will be provided or brokered by _____, as evidenced by the Insurance Letter of Intent submitted on Business Proposal Form 19.
10. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the County will rely on such information and statements in selecting the Preferred Proposer and the Selected Proposer and executing the Service Contract.
11. The Proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFP.
12. Neither the Proposer, the Company, the Guarantor nor any Proposer team member is currently suspended or debarred from doing business with any governmental entity.
13. The Proposer has reviewed all of the engagements and pending engagements of the Proposer, the Company and the Guarantor, and no potential exists for any conflict of interest or unfair advantage.

14. No person or selling agency has been employed or retained to solicit the award of the Service Contract under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer, the Company or the Guarantor.
15. The Proposer, the Company, and the Guarantor have not engaged in any practices that may result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration in connection with the submittal of this Proposal.
16. The Proposer and the Company, as applicable, have all current and valid licenses, registrations and certificates required by applicable law to submit this Proposal and for provision of the services described in the RFP.
17. The principal contact person who will serve as the interface between the County and the Proposer for all communications is:

NAME: _____
 TITLE: _____
 ADDRESS: _____

 PHONE _____
 FAX: _____
 E-MAIL: _____

18. The key technical and legal representatives available to provide timely response to written inquiries submitted, and to attend meetings requested by the County are:

Technical Representative:

NAME: _____
 TITLE: _____
 ADDRESS: _____

 PHONE _____
 FAX: _____
 E-MAIL: _____

Legal Representative:

NAME: _____
 TITLE: _____
 ADDRESS: _____

 PHONE _____

FAX: _____

E-MAIL: _____

19. The Proposer has included all of its exceptions and suggested modifications to the Draft Service Contract in its mark-up of the Draft Service Contract included with this Proposal, which the County may or may not agree to, in its sole discretion.
20. If selected, the Proposer agrees to negotiate in good faith to enter into a Service Contract that reflects the substantive terms and conditions of the RFP and the Proposal.
21. The Proposer has submitted all Proposal Forms required to be submitted by the RFP and such Proposal Forms are a part of this Proposal.
22. The Proposer has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all plant, labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP and the Proposal, all for the prices set forth in the Proposal Forms.

Name of Proposer

Name of Designated Signatory

Signature

Title

(Notary Public)

State of _____

County of _____

On this _____ day of _____, 20__, before me appeared [DESIGNATED SIGNATORY], who is [INSERT TITLE] of [INSERT PROPOSER], a [INSERT STATE AND ENTITY TYPE], personally known to me to be the person described in and who executed this Transmittal Letter and acknowledged that she/he signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

(seal)

Notary Public in and for the State of _____

(Name printed)

Residing at _____

Commission Number _____

Attachment 1 to Business Proposal Form 1

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a [corporation] duly organized and existing under and by virtue of the laws of _____; that I have custody of the records of the [corporation]; and that as of the date of this certification, _____ holds the title of _____ of the [corporation], and is authorized to execute and deliver in the name and on behalf of the [corporation] the Proposal submitted by the [corporation] in response to the Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility, issued by the County of Monmouth, New Jersey on January 9, 2012, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the [corporation] in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this ____ day of _____ 20__.

(Affix Seal Here)

Clerk/Secretary

** Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States.*

BUSINESS PROPOSAL FORM 2

PROPOSAL CHECKLIST

RFP NO.: REC-2012-1

Items required with proposal
(Owner's checkmarks)

Items submitted with proposal
(Proposer's **INITIALS**)

⇓ **A. FAILURE TO SUBMIT ANY OF THESE ITEMS
IS MANDATORY CAUSE FOR REJECTION OF PROPOSAL** ⇓

- Proposer's Proposal (seven hard copies & 12 CDs requested) _____
- Statement of Ownership _____
- Proposal Transmittal Letter (including Acknowledgement of receipt of Addenda, if any) _____
- Proposal Bond or Security _____
- Price Proposal Forms _____
- Non-Collusion Affidavit _____

**B. ITEMS PREFERRED WITH THE PROPOSAL, BUT
MANDATORY AT THE TIME INDICATED**

- Copy of N.J. Business Registration Certificate – Prior to contract award _____
- Copy of N.J. Business Registration Certificate – Sub-contractor(s) – prior to commencement of work _____

**C. FAILURE TO SUBMIT ANY OF THESE ITEMS
MAY BE CAUSE FOR REJECTION OF PROPOSAL**

- Company Information Form _____
- Disclaimer Statement _____
- Guarantor Acknowledgement _____
- Scheduled Acceptance Date _____
- Financial Capacity Data Form _____
- Surety Letter of Intent to Issue a Performance Bond _____
- Surety Letter of Intent to Issue a Payment Bond _____

- Surety Letter of Intent to Issue an Operations Performance Bond _____
- Insurance Company Letter of Intent _____
- Technical Proposal Forms _____
- References _____
- Resume(s) _____

The undersigned PROPOSER herewith SUBMITS the above required documents.

PRINT NAME OF PROPOSER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

This checklist should be initialed and signed where indicated and returned with all items.

BUSINESS PROPOSAL FORM 3

ACKNOWLEDGEMENT OF ADDENDUM

COUNTY OF MONMOUTH

ADDENDUM NO. _____

PROJECT ENTITLED: Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility

Acknowledgement is hereby made of the receipt of Addendum No. _____ and containing information for the above referenced project.

PROPOSER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE:

WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGEMENT MUST BE INCLUDED IN THE PROPOSAL AT THE TIME OF PROPOSING FOR EACH ADDENDUM. FAILURE TO DO SO WILL RESULT IN IMMEDIATE PROPOSAL REJECTION.

BUSINESS PROPOSAL FORM 4

BUSINESS REGISTRATION CERTIFICATE

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS - CONSTRUCTION

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted for the contractor and any designated subcontractors (N.J.S.A. 40A:11-16, including plumbing, HVAC, electrical and structural steel). No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and 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 each 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" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. of section 92 of P.L. 1977, c.110 (N.J.S.A.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 \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

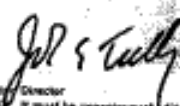
A sample Business Registration Certificate is attached. Other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** acceptable.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at:
<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>.

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE P.O. BOX 382 TRENTON, N.J. 08646-0382</small>
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(03-01)	<small>Acting Director</small>	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

BUSINESS PROPOSAL FORM 5

PROPOSAL BOND OR SECURITY

THE UNDERSIGNED PROPOSER and "**Surety**", a corporation duly authorized to transact business in the State of New Jersey, are held and firmly bound unto THE COUNTY OF MONMOUTH, ("County") for the full and just sum of **10% of the proposal price not to exceed \$20,000:**

_____ Dollars (\$_____),
(WORDS) **(FIGURES)**

The payment of which sum the **PROPOSER** and **Surety** bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the covenants herein.

The **PROPOSER** has submitted a Proposal to perform certain work described in the Proposal Documents entitled:

County Contract

Contract No. _____
(Type of Work / Trade)

The **Surety** hereby agrees to pay the full face value of this Bond to THE COUNTY OF MONMOUTH or agent for the County, as Liquidated Damages, and not as a penalty, unless this Bond is void.

This Bond shall only be void if the **PROPOSER** well, truly and faithfully performs all requirements contained in the Proposal/Contract Documents incident to an Award of the Contract including, but not limited to, proper execution and submission of all Contract forms and all other required documentation.

On this ___ day of _____ 20__, the **PROPOSER** and **Surety** hereby bind themselves herein:

FOR THE PROPOSER: _____
FOR THE SURETY: _____

(Name of **PROPOSER**) _____
(Name of **SURETY**) _____

By: _____

By: _____

(Print Name-**PROPOSER's** Authorized Representative)

(Print Name of Attorney-in-Fact)

By: _____

By: _____

(Signature-**PROPOSER's** Authorized Representative)

(Signature of Attorney-in-Fact)

**IMPORTANT -- ATTACH AND SUBMIT WITH THE PROPOSAL:
A POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT WHICH IS
CURRENTLY DATED and VALID FOR THE ENTIRE AMOUNT OF THE BOND**

**NOTE: PROPOSERS MUST USE THIS FORM OR ITS LEGAL EQUIVALENT.
SUBMISSION OF AIA DOCUMENT A310, OR ANY OTHER FORM LIMITING OR
POTENTIALLY LIMITING THE PENAL SUM OF THE BOND TO THE DIFFERENCE
BETWEEN THE PROPOSAL PRICE AND THE COUNTY'S COST OF THE WORK WILL
BE CAUSE FOR REJECTION OF THE PROPOSAL.**

BUSINESS PROPOSAL FORM 6

PARTICIPATING FIRMS

All firms that will be significant participants in providing the services set forth in the Request for Proposals (the “Participating Entities”) are identified below. Such firms shall include, as applicable, (1) the Proposer, (2) the Guarantor, (3) the new entity, if any, to be formed for the sole purpose of executing and performing the Service Contract (the “Company”), (4) the firm(s) that will actually operate, maintain and manage the Managed Assets, (5) the firm(s) that will design the Design-Build Improvements, (6) the firm(s) that will construct the Design-Build Improvements, and (7) any other significant participant in the transaction.

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____
- (6) _____
- (7) _____

Included are summaries of the services and responsibilities of each Participating Entity, limited to one page or less in length for each firm.

Name of Proposer

Name of Designated Signatory

Signature

Title

BUSINESS PROPOSAL FORM 7

PARTICIPATING FIRM BACKGROUND INFORMATION

This Proposal Form shall be completed separately for the Guarantor and each other Participating Entity.

1. Name in Full of Participating Entity:

Principal Business Address: _____

2. Principal Contact Person(s), and phone, fax and E-mail contact information:

3. Form of Business Concern:
(Corporation, Partnership, Joint Venture, Other):

4. State in which organized, and date of organization:

5. If a partnership, give names of partners; if a corporation, give names of officers with authority to sign in name of corporation (or identify the location in any pre-printed materials submitted with the Proposal where such officers are identified):

<u>Name</u>	<u>Title</u>	<u>Address</u>
-------------	--------------	----------------

-
-
6. All information and statements contained in the Proposal made by or concerning the Participating Entity are current, correct and complete, and are made with full knowledge that the County will rely on such information and statements in selecting a Proposer and executing the Service Contract.
 7. The Participating Entity is committed to performing the services and undertaking the responsibilities which the Proposer has described as services and responsibilities to be performed and undertaken by the Participating Entity on Business Proposal Form 6.
 8. To the best knowledge of the Participating Entity, the Proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFP.
 9. The Participating Entity is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Participating Entity to perform the obligations contemplated by the Proposal. The Participating Entity has not been debarred from contracting in the State of New Jersey under any applicable law. The performance of all obligations of the Participating Entity contemplated by the Proposal has been authorized by all required action of the Participating Entity, including any action required by any charter, by-laws, and partnership agreement, as the case may be, and any applicable laws that regulate the conduct of the Participating Entity's affairs. The performance of all obligations of the Participating Entity contemplated by the Proposal does not conflict with and does not constitute a breach of or event of default under any charter, by-laws or partnership agreement, as the case may be, of the Participating Entity or any agreement, indenture, mortgage, contract or instrument to which the Participating Entity is a party or by which it is bound.
 10. The Participating Entity has reviewed all of its engagements and pending engagements, and no potential exists for any conflict of interest or unfair advantage.
 11. To the best knowledge of the Participating Entity, no person or selling agency has been employed or retained to solicit the award of the Service Contract under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer, Company or the Guarantor.
 12. The Participating Entity must supply evidence that it is authorized to do business in the State of New Jersey.

13. I certify, under the penalties of perjury, that the Participating Entity, to my best knowledge and belief, has filed all New Jersey state tax returns and paid all New Jersey state and local taxes required by law.

State Taxpayer Identification Number: _____

Federal Taxpayer Identification Number: _____

14. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against the Participating Entity wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Participating Entity of its obligations hereunder or the other transactions contemplated by the Proposal, or which, in any way, would materially adversely affect the validity or enforceability of the obligations proposed to be undertaken by the Participating Entity, or any agreement or instrument entered into by the Participating Entity in connection with the transactions contemplated by the RFP and the Proposal.
15. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Participating Entity has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.
16. The Participating Entity acknowledges and agrees that neither the County nor any of its affiliates, employees, agents, consultants, attorneys, representatives or contractors makes any representation or warranty as to the accuracy or reliability of any information or statements contained in the RFP, and releases and discharges the County and each such person from any and all claims that it has or may have arising out of any such information or statements.

Name of Participating Entity

Name of Authorized Signatory

Signature

Title

BUSINESS PROPOSAL FORM 8

LIST OF SUBCONTRACTORS AND OFF-JOB FABRICATORS

ANY PROPOSER WHICH INTENDS TO USE A SUBCONTRACTOR FOR ANY BRANCH OF WORK IDENTIFIED BELOW MUST PROVIDE THE INFORMATION REQUIRED BELOW.

USE ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

1. Plumbing Subcontractor:

Name _____
Address _____
Phone _____

2. Heating and Ventilating Subcontractor:

Name _____
Address _____
Phone _____

3. Electrical Subcontractor:

Name _____
Address _____
Phone _____

4. Structural Steel and Ornamental Iron Subcontractor:

Name _____
Address _____
Phone _____

5. Other:

Name _____
Address _____
Phone _____

**SUBMIT BUSINESS PROPOSAL FORM 4 AND DOCUMENTATION REQUIRED
THEREIN FOR EACH SUBCONTRACTOR NAMED ABOVE**

Name of Proposer

Name of Designated Signatory

Signature

Title

BUSINESS PROPOSAL FORM 9

COMPANY INFORMATION FORM*

If the Company is an *INDIVIDUAL*, sign name and give the following information:

Name: _____
Address: _____
Telephone No.: _____ Social Security No.: _____
Fax No.: _____ E-Mail: _____
If individual has a *TRADE NAME*, give such trade name:
Trading As: _____ Telephone No.: _____

If the Company is a *PARTNERSHIP*, give the following information:

Name of Partners: _____
Firm Name: _____
Address: _____
Telephone No.: _____ Federal ID No.: _____
Fax No.: _____ E-Mail: _____
Social Security No.: _____
Signature of authorized agent: _____

If the Company is *INCORPORATED*, give the following information:

State under whose laws incorporated: _____
Location of principal office: _____
Telephone No.: _____ Federal ID No.: _____
Fax No. _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____
Signature: _____ By: _____
Title: _____ Address: _____

* This Proposal Form shall identify and include the requested information for the Company being proposed to execute the Service Contract with the County.

BUSINESS PROPOSAL FORM 10

STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

The Company is a (check one):

- Individual Partnership P.A. P.C. L.L.C. L.L.P.
 Corporation Joint Venture Other (specify): _____

I certify that:

- No individual person or entity owns a 10% or greater interest in the Company.

OR

- The names and addresses of all persons and entities who own a 10% or greater interest in the Company or any listed entities are as follows:

NAMES:

ADDRESSES:

1. _____
2. _____
3. _____
4. _____
5. _____

- Check here if additional sheets are attached.
- Check here to certify that no person or entity, **except for those already listed above or on any attached sheets**, owns a 10% or greater interest in the Company or any listed entities.

NAME OF PROPOSER: _____

SIGNED BY: _____

PRINT NAME & TITLE: _____

DATE: _____

NOTE : If an entity owns a 10% or greater interest in the Company, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

BUSINESS PROPOSAL FORM 11

NON-COLLUSION AFFIDAVIT

(N.J.S.A. 52:34-15)

STATE OF _____)

ss:

COUNTY OF _____)

Re: Service Contract for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility

I, _____ (name) of full age, being duly sworn according to law, on my oath depose and say:

I am the _____ (title) of _____ (name of Proposer), the Proposer for the above named project, and that I executed the said proposal with full authority so to do; that the Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above named project; and that all statements contained in the proposal and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in the proposal and in the statements contained in this affidavit in awarding a contract for the project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by my firm for the purpose of securing business.

Signed: _____

Subscribed and sworn to
before me this ____ day
of _____, 20__.

Notary Public of

My commission expires _____, 20__.

BUSINESS PROPOSAL FORM 12

DISCLAIMER STATEMENT

The information contained in or otherwise provided in connection with the Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility (the "RFP"), issued by the County of Monmouth, New Jersey (the "County"), on January 9, 2012, has been prepared by the County and, while such information is believed to be accurate and reliable, except as otherwise expressly set forth in the RFP, the County makes no representation as to such accuracy or reliability. In no way shall any such information constitute a representation or warranty by the County or any of its officials, employees, agents, consultants, attorneys, representatives, contractors, or subcontractors (the "County Representatives"). The Proposer hereby releases and forever discharges the County and the County Representatives from any and all claims which such Proposer has, had or may hereafter have arising out of any information contained in or otherwise provided in connection with the RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained herein.

Name of Proposer

Name of Designated Signatory

Signature

Title

BUSINESS PROPOSAL FORM 13

**GUARANTOR ACKNOWLEDGEMENT
(if applicable)**

(to be typed on Guarantor's Letterhead)

_____ (the "Proposer") has submitted herewith a Proposal in response to the County of Monmouth, New Jersey's Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility, as amended, issued on January 9, 2012 (the "RFP"). The RFP requires the Selected Proposer to enter into a Service Contract to design, build, commission, test, operate and maintain a landfill leachate pretreatment facility and related facilities, to comply with all applicable permits, licenses, approvals and other Applicable Law, and to perform the other related and ancillary services described in the RFP.

The Guarantor has reviewed the RFP and the Proposer's Proposal which will together form the basis of the Service Contract. The Guarantor hereby certifies that it will unconditionally guarantee the performance of all of the obligations of the Proposer set forth in the Proposal in the event the Proposer is awarded the contract.

Name of Guarantor

Name of Authorized Signatory

Signature

Title

Attachment 1 to Business Proposal Form 13

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Guarantor Acknowledgement submitted by the corporation in response to the Request for Proposals to perform the Contract Services, as defined in the Request for Proposals issued by the County of Monmouth, New Jersey on January 9, 2012; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____, 20__.

(Affix Seal Here)

Clerk/Secretary

* **Note:** Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.

BUSINESS PROPOSAL FORM 14
SCHEDULED ACCEPTANCE DATE

The Scheduled Acceptance Date shall be the following number of calendar days following the Contract Date*: _____ calendar days.

The Proposer acknowledges and agrees that the Scheduled Acceptance Date shall only be adjusted due to the occurrence of Uncontrollable Circumstances, as and to the extent provided in the Draft Service Contract.

Name of Proposer

Name of Designated Signatory

Signature

Title

* The Contract Date is the date that the Service Contract is executed and delivered by the County and the Company.

BUSINESS PROPOSAL FORM 15
FINANCIAL CAPACITY DATA FORM*

Provide information requested for the Company and Guarantor.

This form may be duplicated if necessary.

Name of Company/Guarantor: _____

Section I Financial Data Summary

	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>
Income Statement			
Operating Revenues			
Operating Expenses			
Depreciation and Amortization			
Earnings Before Taxes (EBT)			
Earnings Before Interest and Taxes (EBIT)			
Net Income			

Balance Sheet			
Current Assets			
Other Assets			
Intangible Assets			
Total Assets			
Current Liabilities			
Total Long-Term Debt			
Other Liabilities			

* See Section 7.13.7 of the RFP for instructions relating to this Proposal Form.

Total Liabilities
 Net Worth
 (Total Assets - Total Liabilities)
 Tangible Net Worth
 (Total Assets - Total Liabilities -
 Intangible Assets)

Statement of Cash Flow

Total Cash Flow
 Cash Flow from Operations
 Cash Flow from Financing Activities
 Cash Flow from Investing Activities

Section II Financial Ratios

FY 2009 FY 2010 FY 2011

Liquidity Measures

Current Ratio
 (Current Assets/Current Liabilities)
 Quick Ratio
 (Current Assets - Inventory/Current Liabilities)
 Working Capital as a % of Revenue
 (Current Assets - Current Liabilities/Revenue)

Leverage Measures

Debt/Equity Ratio
 (Total Liabilities/Shareholder's Equity)
 Debt/Tangible Net Worth
 Debt/(Debt + Net Worth)

Debt Service Coverage Measures

Cash Flow from Operations/Debt Service
 EBT/Interest
 EBIT/Interest

Profitability Measures

Operating Profit Margin
 (Operating Income/Net Sales)
 EBIT/Revenue
 Return on Capital
 (EBIT/Total Assets)

Section III Credit Rating Summary¹

Bond Ratings (please list all bond issues within the last three years with issue date and rating):

Moody's

Standard & Poors

Fitch

Dun & Bradstreet

Value Line

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Credit and Other Ratings (please list all credit and other ratings within the last two years along with date of rating):

Rating Date

Name of Rating Agency

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

	<u>Rating Date</u>	<u>Name of Rating Agency</u>

¹ In the event that no credit rating is available for the Company or the Guarantor from a nationally recognized rating agency, then the Company and the Guarantor, as applicable, shall provide:

(a) a current (30 days or less) Dun & Bradstreet report (or an independent report of similar quality and content) attached to this Proposal Form; and

(b) a narrative discussion of the long-term credit strength of the Company or the Guarantor.

The Company and the Guarantor shall also provide an explanation or state the reasons that no such credit rating from a nationally recognized credit rating agency is available.

Section IV Other Financial Information

Please provide the Company’s and Guarantor’s audited financial statements for the past 3 fiscal years, including auditor’s opinion, footnotes and other required supplementary information as well as the Company’s and Guarantor’s most recently available quarterly statements pursuant to Section 7.13.7 of the RFP.

Note: All data is to be provided in U.S. Dollars and in English.

Name of Company/Guarantor

Name of Authorized Signatory

Signature

Title

BUSINESS PROPOSAL FORM 16

SURETY LETTER OF INTENT TO ISSUE A PERFORMANCE BOND

(to be typed on Surety's Letterhead)

[Date]

Re: Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility

_____ (the "Proposer") has submitted herewith a Proposal in response to the County of Monmouth's January 9, 2012 Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility, as amended (the "RFP"). The RFP requires the successful Proposer to enter into a Service Contract to: (1) design, obtain Governmental Approvals for, construct, start-up, commission, acceptance test, operate and maintain (including all capital maintenance) a landfill leachate pretreatment facility and related facilities; (2) cause the a landfill leachate pretreatment facility and related facilities to meet certain Performance Guarantees; and (3) perform the other related services and ancillary services described in the RFP, if the Proposer is approved by the County for final negotiations and execution of the Service Contract.

The Surety has reviewed the Proposer's Proposal and the RFP, which together will form the basis of the Service Contract. The Surety hereby certifies that, subject to its review of the final terms and conditions of the Service Contract, it intends to issue on behalf of the Proposer, as security for the performance of the Proposer's Design-Build Period obligations under the Service Contract, as negotiated between the parties based on the Proposal and the RFP, a Performance Bond meeting the requirements of the Service Contract in an amount equal to the Fixed Design-Build Price (plus a reasonable amount to be determined by the parties for any estimated Fixed Design-Build Price Adjustments) for the benefit of the County, in the event the Proposer is selected for final negotiations and execution of the Service Contract.

Name of Surety

Name of Authorized Signatory

Signature

Title

BUSINESS PROPOSAL FORM 17

SURETY LETTER OF INTENT TO ISSUE A PAYMENT BOND

(to be typed on Surety's Letterhead)

Date]

Re: Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility

_____ (the "Proposer") has submitted herewith a Proposal in response to the County of Monmouth's January 9, 2012 Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility, as amended (the "RFP"). The RFP requires the successful Proposer to enter into a Service Contract to: (1) design, obtain Governmental Approvals for, construct, start-up, commission, acceptance test, operate and maintain (including all capital maintenance) a landfill leachate pretreatment facility and related facilities; (2) cause landfill leachate pretreatment facility and related facilities to meet certain Performance Guarantees; and (3) perform the other related services and ancillary services described in the RFP, if the Proposer is approved by the County for final negotiations and execution of the Service Contract.

The Surety has reviewed the Proposer's Proposal and the RFP, which together will form the basis of the Service Contract. The Surety hereby certifies that, subject to its review of the final terms and conditions of the Service Contract, it intends to issue on behalf of the Proposer, as security for the performance of the Proposer's payment obligations in connection with its design and construction obligations under the Service Contract, as negotiated between the parties based on the Proposal and the RFP, a Payment Bond meeting the requirements of the Service Contract in an amount equal to the Fixed Design-Build Price (plus a reasonable amount to be determined by the parties for any estimated Fixed Design-Build Price Adjustments) for the benefit of the County, in the event the Proposer is selected for final negotiations and execution of the Service Contract.

Name of Surety

Name of Authorized Signatory

Signature

Title

BUSINESS PROPOSAL FORM 18

SURETY LETTER OF INTENT TO ISSUE AN OPERATIONS PERFORMANCE BOND

(to be typed on Surety's Letterhead)

[Date]

Re: Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility

_____ (the "Proposer") has submitted herewith a Proposal in response to the County of Monmouth's January 9, 2012 Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility, as amended (the "RFP"). The RFP requires the successful Proposer to enter into a Service Contract to: (1) design, obtain Governmental Approvals for, construct, start-up, commission, acceptance test, operate and maintain (including all capital maintenance) a landfill leachate pretreatment facility and related facilities; (2) cause the landfill leachate pretreatment facility and related facilities to meet certain Performance Guarantees; and (3) perform the other related services and ancillary services described in the RFP, if the Proposer is approved by the County for final negotiations and execution of the Service Contract.

The Surety has reviewed the Proposer's Proposal and the RFP, which together will form the basis of the Service Contract. The Surety hereby certifies that, subject to its review of the final terms and conditions of the Service Contract, it intends to issue on behalf of the Proposer, as security for the performance of the Proposer's Operation Period obligations under the Service Contract, as negotiated between the parties based on the Proposal and the RFP, an Operations Performance Bond meeting the requirements of the Service Contract in an amount equal to the annual Service Fee for the benefit of the County, in the event the Proposer is selected for final negotiations and execution of the Service Contract.

Name of Surety

Name of Authorized Signatory

Signature

Title

BUSINESS PROPOSAL FORM 19

INSURANCE COMPANY LETTER OF INTENT

(to be typed on Insurance Company's Letterhead)

[Date]

Re: Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility

_____ (the "Proposer") has submitted herewith a Proposal in response to the County of Monmouth's January 9, 2012 Request for Proposals for the Design, Construction and Operation of the Monmouth County Reclamation Center Leachate Pretreatment Facility, as amended (the "RFP"). The RFP requires the successful Proposer to enter into a Service Contract to: (1) design, obtain Governmental Approvals for, construct, start-up, commission, acceptance test, operate and maintain (including all capital maintenance) a landfill leachate pretreatment facility and related facilities; (2) cause the landfill leachate pretreatment facility and related facilities to meet certain Performance Guarantees; and (3) perform the other related services and ancillary services described in the RFP, if the Proposer is approved by the County for final negotiations and execution of the Service Contract. The project is located in the Borough of Tinton Falls, County of Monmouth, New Jersey.

The Insurance Company has reviewed both the Proposer's Proposal and the RFP, which together will form the basis of the Service Contract. The Insurance Company hereby certifies that it intends to provide all Required Insurance set forth in the Service Contract, as negotiated between the parties based on the Proposal and the RFP, in the event the Proposer is approved by the County for final negotiations and execution of the Service Contract.

Name of Insurance Company

Name of Authorized Signatory

Signature

Title

APPENDIX B

TECHNICAL PROPOSAL FORMS

Proposers shall provide specifications for all major equipment and design concepts proposed for the Design-Build Improvements in the Technical Approach section of their Proposal (Section III-A). Specifications and general information relating to the technical aspects of the Proposal shall be set forth in the format provided in the following Technical Proposal Forms.

The following Technical Proposal Forms may include a sample listing of specific information typical to the applicable equipment and systems utilized in landfill leachate pretreatment facilities. The Proposer shall provide information specific to its proposed design in a level of detail similar to that which has been requested in the applicable Technical Proposal Form.

Proposers shall submit additional forms, as necessary. To provide requested information, additional information may be added to each Technical Proposal Form, as needed.

TECHNICAL PROPOSAL FORM 1

AERATION BLOWERS

Proposers shall provide specifications for all major equipment proposed for this project. Specifications and general information for the equipment listed above shall be recorded on this form. Multiple manufacturers and the respective equipment specifications may be included for the County's evaluation.

Submit additional forms, as necessary, for each additional manufacturer.

Add rows as needed to include additional data.

General Description	
Preferred Manufacturer	
Model Number	
Blower Ratings (capacity, head, surge and overload points)	
Number of Blowers	
Power Requirements	
Analytical/Instrumentation Devices	
Control Devices and Description	
Spare Blowers and Parts	
Materials of Construction	
Other Features and Appurtenances (1)	

(1) Proposers shall describe any other pertinent features and appurtenances provided with the equipment to make it fully functional.

TECHNICAL PROPOSAL FORM 2

AERATION DIFFUSER EQUIPMENT

Proposers shall provide specifications for all major equipment proposed for this project. Specifications and general information for the equipment listed above shall be recorded on this form. Multiple manufacturers and the respective equipment specifications may be included for the County's evaluation.

Submit additional forms, as necessary, for each additional manufacturer.

Add rows as needed to include additional data.

General Description	
Preferred Manufacturer	
Type	
Coverage	
Number of Diffusers	
Analytical/Instrumentation Devices	
Spare Parts	
Materials of Construction (1)	
Other Features and Appurtenances (2)	

(1) Proposers shall include the material of construction for all wetted parts and major non-submerged parts of the equipment.

(2) Proposers shall describe any other pertinent features and appurtenances provided with the equipment to make it fully functional.

TECHNICAL PROPOSAL FORM 3

MEMBRANES

Proposers shall provide specifications for all major equipment proposed for this project. Specifications and general information for the equipment listed above shall be recorded on this form. Multiple manufacturers and the respective equipment specifications may be included for the County's evaluation.

Submit additional forms, as necessary, for each additional manufacturer.

Add rows as needed to include additional data.

General Description	
Preferred Manufacturer	
Model Number	
Unit Capacity (total and per train)	
Number of Units	
Number of Trains	
Size/Dimensions	
List of Included Equipment	
Power Requirements	
Analytical/Instrumentation Devices	
Control Devices and Description	
Spare Parts	
Materials of Construction (1)	
Other Features and Appurtenances (2)	

(1) Proposers shall include the material of construction for all wetted parts and major non-submerged parts of the equipment.

(2) Proposers shall describe any other pertinent features and appurtenances provided with the equipment to make it fully functional.

TECHNICAL PROPOSAL FORM 4

METERING PUMPS

Proposers shall provide specifications for all major equipment proposed for this project. Specifications and general information for the equipment listed above shall be recorded on this form. Multiple manufacturers and the respective equipment specifications may be included for the County's evaluation.

Submit additional forms, as necessary, for each additional manufacturer.

Add rows as needed to include additional data.

Chemical / Solution Handled	
General Description	
Preferred Manufacturer	
Model Number(s)	
Pump Ratings (capacity, head)	
Schedule of Pumps	
Power Requirements	
Analytical/Instrumentation Devices	
Control Devices and Description	
Spare Meters and Parts	
Materials of Construction (1)	
Other Features and Appurtenances (2)	

(1) Proposers shall include the material of construction for all wetted parts and major non-submerged parts of the equipment.

(2) Proposers shall describe any other pertinent features and appurtenances provided with the equipment to make it fully functional.

TECHNICAL PROPOSAL FORM 5

CHEMICAL STORAGE TANKS

Proposers shall provide specifications for all major equipment proposed for this project. Specifications and general information for the equipment listed above shall be recorded on this form. Multiple manufacturers and the respective equipment specifications may be included for the County's evaluation.

Submit additional forms, as necessary, for each additional manufacturer.

Add rows as needed to include additional data.

Chemical Stored	
General Description	
Preferred Manufacturer	
Model Number(s)	
Schedule of Tanks	
Tank Capacities (gallons)	
Tank Dimensions	
Secondary Containment Type, Capacity, Material, and Dimensions	
Analytical/Instrumentation Devices	
Control Devices and Description	
Spare Parts	
Schedule of Materials of Construction, include liner if applicable (1)	
Other Features and Appurtenances (2)	

(1) Proposers shall include the material of construction for all wetted parts and major non-submerged parts of the equipment.

(2) Proposers shall describe any other pertinent features and appurtenances provided with the equipment to make it fully functional.

TECHNICAL PROPOSAL FORM 6

SLUDGE PUMPS

Proposers shall provide specifications for all major equipment proposed for this project. Specifications and general information for the equipment listed above shall be recorded on this form. Multiple manufacturers and the respective equipment specifications may be included for the County's evaluation.

Submit additional forms, as necessary, for each additional manufacturer.

Add rows as needed to include additional data.

General Description	
Preferred Manufacturer	
Model Number	
Pump Ratings (capacity, head)	
Schedule of Pumps	
Power Requirements	
Analytical/Instrumentation Devices	
Control Devices and Description	
Spare Parts	
Materials of Construction (1)	
Other Features and Appurtenances (2)	

(1) Proposers shall include the material of construction for all wetted parts and major non-submerged parts of the equipment.

(2) Proposers shall describe any other pertinent features and appurtenances provided with the equipment to make it fully functional.

TECHNICAL PROPOSAL FORM 7

SLUDGE DEWATERING

Proposers shall provide specifications for all major equipment proposed for this system. Specifications and general information for the system listed above shall be recorded on this form. Multiple manufacturers and the respective equipment specifications may be included for the County's evaluation.

Submit additional forms, as necessary, for each additional manufacturer.

Add rows as needed to include additional data.

General Description	
Preferred Manufacturer	
Model Number	
Unit Capacity (liquid and solids loading)	
Number of Units	
Size/Dimensions	
List of Included Equipment	
Power Requirements	
Analytical/Instrumentation Devices	
Control Devices and Description	
Spare Parts	
Materials of Construction (1)	
Other Features and Appurtenances (2)	

(1) Proposers shall include the material of construction for all wetted parts and major non-submerged parts of the equipment.

(2) Proposers shall describe any other pertinent features and appurtenances provided with the equipment to make it fully functional.

TECHNICAL PROPOSAL FORM 8

EFFLUENT PUMP STATION

Proposers shall provide specifications for all major equipment proposed for this system. Specifications and general information for the system listed above shall be recorded on this form. Multiple manufacturers and the respective equipment specifications may be included for the County's evaluation.

Submit additional forms, as necessary, for each additional manufacturer.

Add rows as needed to include additional data.

General Description	
Preferred Manufacturer	
Model Number	
Pump Ratings	
Schedule of Pumps	
Wet Well Capacity/Dimensions	
Odor Control Equipment and Description	
List of Included Equipment	
Power Requirements	
Analytical/Instrumentation Devices	
Control Devices and Description	
Spare Parts	
Materials of Construction (1)	
Other Features and Appurtenances (2)	

(1) Proposers shall include the material of construction for all wetted parts and major non-submerged parts of the equipment.

(2) Proposers shall describe any other pertinent features and appurtenances provided with the equipment to make it fully functional.

TECHNICAL PROPOSAL FORM 9

OTHER MAJOR EQUIPMENT AND AUXILIARY SYSTEMS

Proposers shall provide specifications for all major equipment and auxiliary systems proposed for this project. Specifications and general information for the equipment associated with the systems listed above shall be recorded on this form. Multiple manufacturers and the respective equipment specifications may be included for the County's evaluation.

Submit additional forms, as necessary, for each additional manufacturer. Proposers shall use multiple copies of this form to provide request information for all major equipment and auxiliary systems.

Add rows as needed to include additional data

System or Equipment Name and Purpose	
General Description	
Location	
Preferred Manufacturer	
ID/Model Number(s)	
Unit or System Capacity	
Number of Units	
Size/Dimensions	
Power Requirements	
Analytical/Instrumentation Devices	
Control System and Devices (ex. automatic, level control)	
Spare Equipment and Parts	
Materials of Construction (1)	
Other Features and Appurtenances (2)	

(1) Proposers shall include the material of construction for all wetted parts and major non-submerged parts of the equipment and/or system.

(2) Proposers shall describe any other pertinent features and appurtenances provided with the equipment/system to make it fully functional.

TECHNICAL PROPOSAL FORM 10

ELECTRICAL EQUIPMENT

Proposers shall provide specifications for all major equipment proposed for this project. Specifications and general information for the equipment listed below shall be recorded on this form. Use additional sheets if necessary.

Lightning Protection System

Emergency Backup or Standby Power Generation

Uninterruptible Power Supplies

Site Lighting

Security and Surveillance Systems

Variable Speed Drives

Motor Control Centers

Power Distribution Transformers

TECHNICAL PROPOSAL FORM 11

INSTRUMENTATION AND CONTROL SYSTEM

Proposers shall provide specifications for all major equipment and proposed for this project. Specifications and general information for the equipment listed below shall be recorded on this form. Use additional sheets if necessary.

Describe the instrumentation and control system in detail, including system architecture, redundancy features, operating controls and operator interfaces, report generation capabilities, historic data storage and analysis capabilities, self-diagnostic capabilities, alarm management features, maintenance support capabilities, power supplies, spare parts, and back-up power sources. The control system hardware and software shall be fully described, including control panels, remote terminal units, redundancy features, process failure alarms, alarm features, and provision for automatic shutdown. Include a description of the distributed control system (DCS) and identify all locations for remote monitoring equipment. Identify the DCS system software, type of network topology, and the type and manufacturer of all programmable logic controllers, workstations, hub/switch/routers, and other major DCS components.

System Description

TECHNICAL PROPOSAL FORM 12

PROCESS BUILDING SYSTEMS

Provide a full description of building services including, but not limited to the items listed below:

Heating, ventilation and air conditioning

Odor control system

Interior Lighting

Water supply (potable, fire, others)

Sanitary facilities

Fire protection

Site and building security systems

Other building services and systems

TECHNICAL PROPOSAL FORM 13

ADMINISTRATION BUILDING SYSTEMS

Provide a full description of building services including, but not limited to the items listed below:

Heating, ventilation and air conditioning

Interior Lighting

Water supply (potable, fire, others)

Sanitary facilities

Laboratory

Fire protection

Site and building security systems

Other building services and systems

TECHNICAL PROPOSAL FORM 14

ARCHITECTURAL MATERIALS

Provide descriptions of the architectural materials for each structure on the Facility Site.

Structure/ Building	Exterior Architectural Materials and Finish											
	Doors		Frames		Walls		Roof		Windows		Additional Information	
	Materials	Finish	Materials	Finish	Materials	Finish	Materials	Finish	Glass	Frame		
Administration Building												
Process Building												
Effluent Pump Station Building												
Chemical Storage and Feed Facility Shelter												
Other												

APPENDIX C

PRICE PROPOSAL FORMS

PRICE PROPOSAL FORM 1
FIXED DESIGN-BUILD PRICE

The total amount of the Fixed Design-Build Price in US dollars is:

_____ Dollars (\$ _____)
(in words) (in numbers)

The Fixed Design-Build Price shall be subject to adjustment solely in accordance with subsection 7.14.1.1 of this RFP and the Service Contract.

Name of Proposer

Name of Designated Signatory

Signature

Title

SUMMARY OF FIXED DESIGN-BUILD PRICE

COST

Project Development and Design

Permitting Activities	\$ _____	
Engineering and Design	\$ _____	
Project Management	\$ _____	
Other (Specify) _____	\$ _____	
Subtotal		\$ _____

Construction

Site Work:

Roads, Parking, Lighting, Utilities, Site Drainage, Fencing, Gates, Mass Grading & Excavation, etc.	\$ _____	
Dewatering	\$ _____	
Landscaping and Irrigation	\$ _____	
Yard Piping	\$ _____	
Site Drainage and Storm Drainage Treatment	\$ _____	
Rock Removal	\$ _____	
Other (Specify) _____	\$ _____	
Other (Specify) _____	\$ _____	
Other (Specify) _____	\$ _____	
Other (Specify) _____	\$ _____	
Other (Specify) _____	\$ _____	
Subtotal		\$ _____

Facility and Process:

Raw Leachate Pre-Treatment System (Proposers shall break this cost item down by major unit process)	\$ _____
Pump Station and Headworks	\$ _____
Facility and Secondary Equalization	\$ _____
Disinfection	\$ _____
Effluent Storage and Pumping	\$ _____
Sludge Stabilization and Dewatering	\$ _____
Enclosures and Buildings	\$ _____
Electrical	\$ _____
Instrumentation (Facility, Effluent Conveyance, Effluent Disposal, etc.)	\$ _____
Odor Control	\$ _____

Emergency Generator	\$ _____	
Miscellaneous Maintenance and Mobile Equipment	\$ _____	
Spare Parts	\$ _____	
Other (Specify) _____	\$ _____	
Other (Specify) _____	\$ _____	
Other (Specify) _____	\$ _____	
Other (Specify) _____	\$ _____	
Other (Specify) _____	\$ _____	
Subtotal		\$ _____

Infrastructure:

By-Pass Raw Leachate Facilities	\$ _____	
Raw Leachate Transmission Main	\$ _____	
Effluent Transmission Main	\$ _____	
Force Main Extension	\$ _____	
Sanitary Pump Station Improvements	\$ _____	
4" Valve	\$ _____	
Other (Specify) _____	\$ _____	
Other (Specify) _____	\$ _____	
Other (Specify) _____	\$ _____	
Other (Specify) _____	\$ _____	
Subtotal		\$ _____

Start-up & Acceptance Testing

Start-up Activities	\$ _____	
Acceptance Testing Activities	\$ _____	
Pressure Test of <u>all</u> Piping	\$ _____	
Subtotal		\$ _____

Other Direct & Indirect Costs

O&M Manuals	\$ _____
Mobilization	\$ _____
Demobilization	\$ _____
Material Testing	\$ _____
Concrete	\$ _____
Soils	\$ _____
Other	\$ _____
Administrative	
Shop Drawings	\$ _____
Record Documents	\$ _____
Other	\$ _____

Factory Testing		
Instrumentation and Controls	\$	_____
Major Equipment	\$	_____
Insurance (During Construction)	\$	_____
Permitting Activities (During Construction)	\$	_____
Engineering (During Construction)	\$	_____
Program Management (During Construction)	\$	_____
Performance Bond (direct from Company) ⁽¹⁾	\$	_____
[Performance Bond (Dual Oblige Bond)] ⁽¹⁾	[\$	_____]
Other (Specify) _____	\$	_____
Other (Specify) _____	\$	_____
Other (Specify) _____	\$	_____
Other (Specify) _____	\$	_____
Other (Specify) _____	\$	_____
	Subtotal	\$ _____
Fixed Development Price		\$ _____
Fixed Construction Price		\$ _____
FIXED DESIGN-BUILD PRICE ⁽²⁾⁽³⁾		\$ _____

Notes:

- (1) The County will determine whether to require a direct Performance Bond or a dual obligee bond from the Company's construction contractor. Proposers should only include the price of the direct performance bond (not dual obligee bond) in the subtotal and total Fixed Design-Build Price. The Fixed Design-Build Price may be revised in the event the County accepts a dual obligee bond to reflect the difference in cost presented in this Price Proposal Form.
- (2) The Fixed Design-Build Price is binding and will be incorporated directly into the final Service Contract (subject to change as a result of negotiations). The sum of the subtotals must equal the proposed Fixed Design-Build Price set forth above. The breakdown of the Fixed Design-Build Price provided above is for information and evaluation purposes only.
- (3) The Fixed Design-Build Price shall include all costs, in U.S. Dollars, including all taxes and applicable operating and maintenance costs prior to Acceptance.

PRICE PROPOSAL FORM 3

MAXIMUM DRAWDOWN SCHEDULE

Month ^(a)	Maximum Cumulative Percentage of applicable Fixed Design-Build Price	Cumulative Drawdown ^(b)
1	_____ %	\$ _____
2	_____ %	\$ _____
3	_____ %	\$ _____
4	_____ %	\$ _____
5	_____ %	\$ _____
6	_____ %	\$ _____
7	_____ %	\$ _____
8	_____ %	\$ _____
9	_____ %	\$ _____
10	_____ %	\$ _____
11	_____ %	\$ _____
12	_____ %	\$ _____
13	_____ %	\$ _____
14	_____ %	\$ _____
15	_____ %	\$ _____
16	_____ %	\$ _____
17	_____ %	\$ _____
18	_____ %	\$ _____
Total ^(c)	100%	\$ _____

- (a) The final month should be the month anticipated for the achievement of Final Completion under the Service Contract following execution of the Service Contract.
- (b) Multiply maximum cumulative percentage by the Fixed Design-Build Price.
- (c) Total Cumulative Drawdown should equal the Fixed Design-Build Price.

PRICE PROPOSAL FORM 4

ANNUAL SERVICE FEE

The total amount of the Fixed Component of the Base Operating Charge of the Service Fee in US dollars is:

_____ Dollars (\$_____).⁽¹⁾
(in words) (in numbers)

The Flow Adjustment Fee of the Variable Component of the Base Operating Charge of the Service Fee for each one thousand gallons of Influent flows in excess of an annual average of 140,000 gpd in US dollars is: _____ Dollars (\$_____).⁽²⁾⁽³⁾
(in words) (in numbers)

The CPI Adjustment Factor Modifier shall be: _____%⁽⁴⁾

The amount (adjusted annually as specified in the Draft Service Contract) that would be subtracted from the Service Fee in the event that the County determines to release the Company from its obligation to provide the Operations Performance Bond during the Term shall be _____ Dollars (\$_____).
(in words) (in numbers)

Name of Proposer

Name of Designated Signatory

Signature

Title

Notes:

1. In order to comply with Rev. Proc. 97-13, the Fixed Component shall comprise at least 80% of the annual Service Fee.
2. The Flow Adjustment Element for a Contract Year shall be determined by multiplying: (1) the Flow Adjustment Fee applicable for the Contract Year, times (2) the difference between (a) the actual annual average flow in the Contract Year and (b) 140,000 gallons per day.
3. Proposers shall not propose a Flow Adjustment Fee that would result in a violation of Rev. Proc. 97-13, i.e., payment of the Flow Adjustment Element would exceed 20% of the annual Service Fee in any Contract Year based on an annual average Influent flow of 150,000 gallons per day.
4. The Fixed Component of the Base Operating Charge of the Service Fee, the Flow Adjustment Fee and

certain other dollar amounts identified in the Service Contract will be adjusted each Contract Year (commencing the January 1 following the Contract Date) based on the CPI Adjustment Factor, as defined in the Service Contract. The “CPI Adjustment Factor Modifier” proposed in this Proposal Form is the fraction of the annual percentage change in the CPI based on the calculation method defined in the Service Contract that the Proposer wishes to propose for purposes of calculating the CPI Adjustment Factor and shall not be greater than 100%. For example, if the Proposer wishes to propose the full percentage change in the CPI (i.e. 100%) to be used in the CPI Adjustment Factor, it should propose a CPI Adjustment Factor Modifier of 100%. If the Proposer wishes to propose 75% of the percentage change in the CPI for the CPI Adjustment Factor Modifier, it should propose a CPI Adjustment Factor Modifier of 75%. When applied, a CPI Adjustment Factor Modifier of 100% shall equal 1.0.

PRICE PROPOSAL FORM 4

**ANNUAL SERVICE FEE
(CONTINUED)**

FIXED COMPONENT ITEMS ⁽¹⁾	FIXED COMPONENT OF THE BASE OPERATING CHARGE OF THE SERVICE FEE
Operations and Maintenance	\$ _____
Repair and Replacement	\$ _____
Chemicals	\$ _____
Utilities (excluding electricity)	\$ _____
Other (specify)	\$ _____
O&M ELEMENT TOTAL	\$ _____

Notes:
 1. The Fixed Component of the Base Operating Charge of the Service Fee is binding and will be incorporated directly into the final Service Contract (subject to change as a result of negotiations). The breakdown (subtotals) that comprise the Fixed Component of the Base Operating Charge of the Service Fee are for the County's informational use only and will not be binding on the Proposers.

PRICE PROPOSAL FORM 5

GUARANTEED MAXIMUM ELECTRICITY UTILIZATION AND DEMAND

The Guaranteed Maximum Electricity Utilization (GMEU) represents the maximum amount of electricity in kilowatt-hours (kWh) that will be used by the Managed Assets per thousand gallons (tg) of Raw Leachate treated.

The Guaranteed Maximum Electricity Demand (GMED) represents the maximum rate of electricity usage in kilowatts (kW) that will be used by the Managed Assets.

Guaranteed Maximum Electricity Utilization	
Raw Leachate Flow Rate ^{(1) (2)}	GMEU (kWh/1,000 gal) ⁽³⁾
Baseload ⁽⁴⁾	[_____]
25,000 gpd	[_____]
50,000 gpd	[_____]
75,000 gpd	[_____]
100,000 gpd	[_____]
125,000 gpd	[_____]
150,000 gpd	[_____]
Guaranteed Maximum Electricity Demand	
	GMED (kW)
Initially installed Guaranteed Maximum Electricity Demand	[_____]

⁽¹⁾ Proposers may use other breakpoints for the Raw Leachate flow rates for which to report the GMEU to account for different treatment train capacities comprising the proposed Raw Leachate pre-treatment system. The alternative breakpoints shall cover the Raw Leachate flow range and at a minimum the GMEU shall be reported for the baseload and in increments corresponding to the number of treatment trains.

- (2) The actual average monthly Raw Leachate flow rate shall be reported for each applicable monthly billing period during the Term and the applicable GMEU for each monthly billing period shall be determined by use of linear interpolation between the two nearest Raw Leachate flow rates listed in the table above.
- (3) The GMEU shall be reported assuming the Raw Leachate pre-treatment facility is operating at the Raw Leachate flow rate at a sufficiently long period for the electricity usage to have stabilized.
- (4) The baseload shall represent the electricity usage when the facility is idling, i.e., no treatment is occurring, but all support systems are operational.

APPENDIX D

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY AND ADA LANGUAGE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND
GENERAL SERVICE CONTRACTS

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

a. 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all 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 equal employment opportunity 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.

b. 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.

c. The contractor or subcontractor, where applicable, will send to each labor union or representative of 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.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31, et seq.* as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to

meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted County employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f. 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.

g. 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.

h. In conforming with the targeted 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.

i. 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

j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The Contractor and the Owner do hereby agree that the provisions of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §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. 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 the 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 actions available to it under any other provisions of this Agreement or otherwise at law.

APPENDIX E

MINIMUM TECHNICAL REQUIREMENTS

Appendix E

Minimum Technical Requirements

Background	1
Introduction	1
Permitting	2
Facility Design Flow Rate	2
Leachate Characterization	3
Effluent and Residuals Discharge Limits	5
Residual Treatment and Handling	6
Process Design	7
Effluent Discharge	9
Diversion and Bypass Valve Chamber	9
Process Control and Monitoring	9
Managed Assets Operation.....	11
Site Facilities.....	11
Construction Standards	12
General Site Conditions	12
Public Utilities	14
Electrical.....	14
Telephone and Communications	14
Natural Gas	14
Sanitary Sewer Collection System (Off Site)	15
Sewerage Authority	15
Water	15
Engineering Documents.....	15
Pilot Testing.....	15
EXHIBITS	17

Background

The Sanitary Landfill at the Monmouth County Reclamation Center (MCRC) in Tinton Falls, Monmouth County, New Jersey, consists of three (3) separate landfill phases. Leachate and Landfill Gas condensate are co-disposed into the Leachate collection and conveyance system serving all phases. The Leachate is conveyed via lift and pump stations to an existing 500,000 gallon Leachate Storage Tank from where it is currently hauled by tanker trucks to wastewater treatment facilities for treatment and disposal (EXHIBIT D).

The MCRC was issued a Significant Indirect User (SIU) Permit (NJPDES NJ0051608) by the NJDEP Division of Water Quality. The current SIU Permit was renewed on March 15, 2010 and is set to expire April 1, 2015. The SIU Permit allows the MCRC to discharge up to 100,000 gallons of Leachate per day to the Township of Neptune Sewerage Authority (TNSA) wastewater treatment facility. In addition, the SIU Permit provides for Effluent discharge limits and monitoring requirements (EXHIBIT A). On January 1, 2010, the County entered into an agreement with the Borough of Tinton Falls allocating capacity to the County for the conveyance of up to 165,000 gallons of pre-treated Leachate and sanitary sewage per day to the TNSA via the Borough's sewerage collection system.

Introduction

Raw Leachate from all three Landfill phases is conveyed by pump stations via force and gravity mains to a Valve Chamber located adjacent to the 500,000 gallon capacity Leachate Storage Tank (EXHIBIT D). Currently, tanker trucks are loaded with Raw Leachate at a truck loading platform (Truck Loading Platform) situated below the Leachate Storage Tank and Raw Leachate is hauled offsite for disposal at a publicly owned treatment works. The construction and operation of the Facility requires certain modifications to ancillary equipment and infrastructure improvements. As part of this project, Proposers will be responsible for the design, permitting, construction, start-up, commissioning, and acceptance testing of the following Design-Build Improvements:

- A Diversion and Bypass Valve Chamber, located downstream of and adjacent to the existing Valve Chamber. The Diversion and Bypass Valve Chamber shall be designed to convey Raw Leachate to the Truck Loading Platform, the Facility, or both. The Chamber shall also allow Raw Leachate to bypass the Leachate Storage Tank, if necessary.
- A Leachate Pre-Treatment Facility for a design Raw Leachate flow rate of 150,000 gallons per day (gpd), discharging into the existing sanitary sewer force main;
- Construction of a manifold on the sanitary force main to facilitate mutually unimpeded and continuous discharge of sanitary sewage and Facility Effluent;

- Necessary upgrades to the existing Sanitary Pump Station, including replacement of the sewage pumps in order to facilitate mutually unimpeded and continuous discharge of sanitary sewage and Facility Effluent;
- A Force Main Extension of the existing sanitary sewer force main to the manhole TF-K-359 on Mount Run in Tinton Falls (Exhibit B);
- Extension of all necessary utilities to the Design-Build Improvements;

In addition, the Company shall be required to clean and remove accumulated solids and sludge from the Leachate Storage Tank immediately prior to start-up operations of the Design-Build Improvements, and subsequently at one (1) year intervals following the Acceptance Date.

Permitting

The Company shall be responsible to apply for and comply with all Governmental Approvals required for the design, construction, and operation of the Design-Build Improvements. Specific obligations with respect to Governmental Approvals are further described in the Draft Service Contract. The Governmental Approvals include, but are not limited, to the following:

- Significant Indirect User (NJDEP/TNSA);
- Treatment Works Approval (NJDEP);
- Air Quality Permit (USEPA/NJDEP);
- Environmental Permits (NJDEP-DLUR);
- Stormwater Permits (NJDEP);
- Soil Erosion and Sediment Control (Freehold Soil Conservation District)
- Utility Company (JCP&L);
- Communications (Verizon);
- Construction Permits (State, County, Local);
- Road Opening Permits (County, Local);

Facility Design Flow Rate

The County has analyzed the Leachate flow rate to the existing Leachate Storage Tank during normal operation of the Landfill (Figure 1) and determined that the initial Raw Leachate pre-treatment hydraulic capacity of the Facility shall be 150,000 gpd. The existing Leachate Storage Tank shall be used for equalization to ensure consistent and balanced Raw Leachate flow to the Facility. Therefore, the Facility including, but not limited to, hydraulics, process, and dosing equipment, shall be designed to treat the daily average Raw Leachate flow rate. The County, at its discretion after consulting with the Company, may continue loading tanker trucks with Raw Leachate for off-site disposal via

the Truck Loading Platform if the Raw Leachate flow exceeds the Facility’s treatment capacity and the storage capacity at the Leachate Storage Tank is limited. Raw Leachate flow to the Facility shall be continuous during normal operations. The Facility design shall be modular and shall support a treatment capacity of 250,000 gpd at full build-out without detrimental effect on the Effluent quality. Any such possible future expansion of the design capacity of the Facility shall be addressed pursuant to the Capital Modification provisions of the Draft Service Contract.

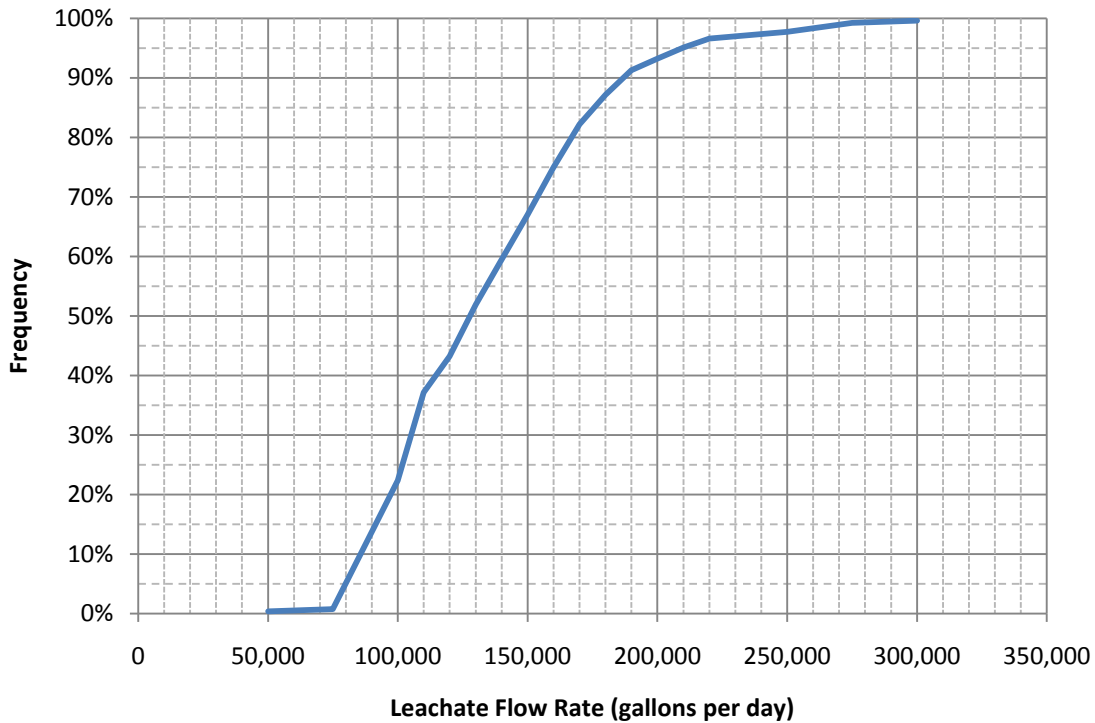


Figure 1 – Leachate Flow Rate Frequency to Storage Tank

Leachate Characterization

Between 2003 and 2010, the County collected approximately 83 samples for Leachate analysis as grab samples from the Leachate Storage Tank (Table 1). Eleven (11) samples were collected and analyzed in accordance with USEPA’s Toxicity Characteristic Leaching Procedure (TCLP) test method. The remaining samples were analyzed in accordance with accepted USEPA test methods in NJDEP-certified analytical laboratories.

Table 1 - Leachate Sampling Frequency

Year	2003	2004	2005	2006	2007	2008	2009	2010	Total
Samples	4	4	12	13	12	16	11	11	83
TCLP	1	1	1	3	3	2	-	-	11

Samples were analyzed for general chemistry including, but not limited to, pH, nutrients, alkalinity, as well as biological and chemical oxygen demand (Table 2). Summary statistics of the Leachate analytical results were incorporated into the design parameters provided in Table 3, which also identifies existing discharge limits as provided in the current SIU Permit. The data set was neither analyzed for seasonal nor diurnal variations in Leachate composition. The data was analyzed to identify and rectify recording, transmission, and/or transcription errors. The data range represents the 10th and 90th percentile, respectively. To eliminate apparent outliers in the dataset, a calculated 97.5th percentile is reported in lieu of maximum concentrations.

Table 2 – Leachate Constituent Sampling Frequency (2003 – 2010)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
General	8	5	5	8	6	7	15	6	4	8	5	6	83
VOC	-	-	3	4	1	2	11	1	4	7	1	1	35
SVOC	-	-	4	2	-	1	11	-	4	8	-	-	30
PCB	-	-	1	-	-	-	4	-	-	6	-	-	11
Pesticides	-	-	-	-	-	-	8	-	-	3	-	-	11
Metals	6	4	5	8	6	7	16	6	4	10	5	6	83
Total	14	9	18	22	13	17	65	13	16	42	11	13	253

No correlation between Leachate flow rate and the concentration of major Leachate components could be established based on the available daily flow and Leachate quality data.

Table 3 – MCRC Leachate Quality and Existing TNSA Effluent Limits and Monitoring Requirements

Parameter	Units	RANGE		Maximum 97.5 Percentile	SIU Permit NJ0051608	
		(10 – 90 Percentile)			Monthly Average	Daily Maximum
Ammonia, as Nitrogen	ppm	480.0	- 1,390.0	1,730.0	REPORT	REPORT
Total Kjeldahl Nitrogen	ppm	1,090.0	- 1,640.0	2,340.0		
Biochemical Oxygen Demand	ppm	1,180.0	- 2,540.0	5,450.0	744.0	REPORT
Chemical Oxygen Demand	ppm	3,040.0	- 6,030.0	24,300.0		
Acidity	ppm	480.0	- 700.0	870.0		
pH (Field)	Units	7.1	- 7.6	8.0		
Total Suspended Solids	ppm	120.0	- 330.0	4,070.0	597.0	REPORT
Total Dissolved Solids	ppm	6,720.0	- 7,930.0	12,280.0		
Organic Carbon	ppm	1,210.0	- 1,830.0	6,440.0		
Calcium Hardness	ppm			535.0		
Magnesium Hardness	ppm			78.1		
Hardness, Total	ppm	630.0	- 940.0	1,120.0		
Alkalinity	ppm	5,870.0	- 7,310.0	8,230.0		
CaCO3 Hardness	ppm			5,410.0		
Arsenic	ppm			40.0		
Barium	ppm			610.0		
Cadmium	ppm		ND		REPORT	10.5
Calcium	ppm	90.0	- 140.0	210.0		
Chromium	ppm	0.1	- 0.2	0.3		
Copper	ppm	0.0	- 0.7	2.7	REPORT	10.9
Cyanide	ppm		ND		REPORT	0.9
Iron, Dissolved	ppm	10.0	- 30.0	80.0		
Lead	ppm	0.0	- 1.0	4.0	REPORT	1.6
Magnesium	ppm	80.0	- 100.0	110.0		
Mercury	ppm		<PQL	0.0	REPORT	1.0
Nickel	ppm			0.3	REPORT	10.2
Selenium	ppm		<PQL	0.0		
Silver	ppm	1.0	- 3.0	4.0	REPORT	2.8
Zinc	ppm	0.2	- 0.4	17.4	REPORT	2.1
Benzene	ppm	2.9	- 3.4	3.6		
Chlorobenzene	ppm			2.0		
Chloroform	ppm			1.7		
M&P – Cresol	ppm	0.8	- 3.7	6.2		
1,4 – Dichlorobenzene	ppm	8.1	- 9.6	10.1		
1,2 - Dichloroethane	ppm	11.7	- 11.7	11.7		
2-Butanone	ppm	2.9	- 10.6	16.5		
Total Cresol	ppm	0.8	- 3.7	6.2		
Hexane EXTR - Oil and Grease	ppm	9.3	- 21.0	23.7		
Hexane EXTR - Non Polar	ppm	5.9	- 11.4	13.0		
Petrol Hydrocarbons	ppm		ND		100	150

Effluent and Residuals Discharge Limits

The Company shall submit to the New Jersey Department of Environmental Protection, Division of Water Quality an application for an SIU Permit to replace the current permit.

The subject of the application shall be a 150,000 gpd discharge of pre-treated landfill Leachate.

As the County anticipates more stringent Effluent discharge limits, the Company is advised to rely on daily maximum provisional discharge limits for the design of the Facility provided in Table 4. Upon issuance of the new SIU Permit the discharge limits specified in the new permit shall supersede the provisional limits to the extent the new permit discharge limits are more stringent. In the event that future SIU Permit discharge limits are more stringent than the provisional discharge limits specified below, the Company may be entitled to uncontrollable circumstance relief as and to the extent provided in the Draft Service Contract.

Table 4 – Provisional Effluent Discharge Limits

Parameter	Units	Provisional Discharge Limits Daily Maximum
Ammonia, as Nitrogen	ppm	25
Total Kjeldahl Nitrogen	ppm	75
Biochemical Oxygen Demand	ppm	225
Chemical Oxygen Demand	ppm	700-1,200
Total Suspended Solids	ppm	300
Cadmium	ppm	0.1
Chromium	ppm	0.1
Copper	ppm	0.1
Lead	ppm	0.1
Mercury	ppm	0.001
Nickel	ppm	0.1
Zinc	ppm	0.2
Petroleum Hydrocarbons	ppm	100

Residual Treatment and Handling

The Facility shall provide for dewatering of treatment residuals, including Waste Activated Sludge (WAS), grit, and screenings, to obtain a cake solid content of at least 20% by weight. Supernatant may be introduced into the Raw Leachate influent stream at the headworks of the Facility.

Upon commissioning of the Facility, Residuals from the Raw Leachate pre-treatment process shall be analyzed in accordance with the requirements of the Sludge Quality Assurance Regulation, N.J.A.C. 7:14-4. Results shall be submitted to the Bureau of Hazardous Waste Planning of the Division of Solid and Hazardous Waste for classification. In the event the Sludge is classified as non-hazardous waste and assigned a suitable type ID classification, the Sludge will be disposed of by the County at the MCRC. Proposers shall identify a storage location for containers holding dewatered sludge compatible with the County’s existing hauling equipment. In the event the Sludge is classified as hazardous waste, such Sludge shall be disposed of by the Company in accordance with the

requirements of N.J.A.C. 7:26G and all other Applicable Law. To the extent feasible, Proposers shall control and operate the treatment process in such manner to avoid the generation of residuals requiring offsite disposal.

Process Design

The Proposer shall select and design a Raw Leachate pre-treatment process based on the Raw Leachate characterization provided (Table 3) to operate at an initial design flow of 150,000 gpd, that will meet or exceed the provisional Effluent discharge limits set forth in Table 4. The Facility design and construction shall meet the requirements of N.J.A.C 7:26-2A.5(e).9 and 10 in addition to N.J.A.C. 14A – New Jersey Pollutant Discharge Elimination System.

The County will consider Raw Leachate pre-treatment processes provided that such processes are not included in the Prohibited Technologies list set forth in subsection 3.5.1 of this RFP, and the Proposal meets all other requirements of this RFP. All proposed processes shall meet the Minimum Technical Qualifications, which require among other things that the processes operate commercially, i.e., not as research facilities and/or as prototypes, and at comparable design flow rates as specified in Section 4.1 of this RFP.

All elements of the process design shall be accompanied by hydraulic, mass balance, biochemical, electrical, and process control calculations, reports, flowcharts, and/or plans, i.e., the process design documentation. In the documentation, Proposers shall conclusively demonstrate that the selected process is capable of meeting the design criteria set forth in the previous sections of this Appendix. The documentation shall provide volumetric and mass-based flow rates, as applicable, for each process and product, including but not limited to Raw Leachate, air supply, additives such as carbon sources, pH adjustments, cleaning agents, residual conditioners, mixed liquor, return and waste activated sludge, and permeate or settled effluent, as applicable. Rates shall be given for the daily average flow and include a numerical range based on variations in the Raw Leachate quality as provided. The Facility design shall implement airborne odor control measures, including control of hydrogen sulfide and other Facility Effluent odors, to minimize objectionable odors in work areas and prior to discharge of Facility Effluent into the public sewer system.

The process design documentation shall include physical dimensions for all design-critical reactor and storage vessels (volume, horizontal area, height, and construction material), piping (diameter, lengths, construction materials, and rating), invert elevations referenced to a survey monument, and other pertinent design information to facilitate a review of the proposed design. Surveys and plans shall be prepared using NGVD 1929 and NAD 1927 datum references. For pumps conveying liquids and semi-solids, including but not limited to, Raw Leachate, chemical dosing, waste and return activated Sludge, and Effluent, the

documentation shall identify the conveyed material, pump characteristics, working point, and construction material of pump components in contact with the conveyed material. A hydraulic grade line shall be superimposed on a process flowchart drawn to scale. All process equipment, including but not limited to storage vessels, reactors, controls, sensors, pumps, and valves, shall be uniquely and consistently identified. For process-relevant equipment, appropriate minimum technical and performance specifications shall be provided and compared, in a suitable and consistent format, to the results of the process design calculations. Proposers shall submit technical specifications for all equipment they consider pertinent, which will become part of the final Service Contract with the County.

The documentation shall identify all additives, chemicals, cleaning agents, catalysts, and other consumables, whether liquid, solid, or gaseous, including air and potable water that are used continuously and/or intermittently, as part of the treatment process or odor control. For each additive, Proposers shall detail the function, location of introduction, trigger event and/or schedule, rate of addition and additive concentration, including total amount applied based on the design flow rate. For each additive, the documentation shall include a list of equipment required for storage, preparation, and delivery of the additive. Each additive shall be assigned a hazard class. Handling, storage, use, and disposal of all additives shall be in accordance with all applicable local, State, and federal regulations by duly trained personnel.

Equipment and construction materials shall be selected to be compatible with the materials handled, including but not limited to resistance to corrosion, abrasion, and chemical degradation. Proposers shall select and specify construction materials, applicable design and construction standards in conformance with all applicable regulations.

The Facility shall be designed to use all forms of energy and resources efficiently and in a responsible manner. Proposers shall provide estimates for the installed electrical capacity (in kilowatt, kW), peak electrical demand (in kilowatt, kW), and average usage of electricity (in kilowatt-hours, kWh) per 1,000 gallons of Raw Leachate treated and disposed. In addition, as further described in the Draft Service Contract, the Company will be subject to the Guaranteed Maximum Electricity Utilization and Guaranteed Maximum Electricity Demand proposed in Price Proposal Form 5. The Facility shall also be designed and provided with adequate backup power generation capacity. Proposers shall consider the use of natural gas as provided by New Jersey Natural Gas Co. as fuel for backup power generation. The location of the gas pipeline is shown on EXHIBIT C.

Potable, metered water is available at the MCRC. The approximate locations of the water mains are shown on EXHIBITS A and C. Proposers shall extend the existing main and install a water meter to document water usage at the Facility. A least one (1) fire hydrant shall be installed at the Facility Site by the Company.

Effluent Discharge

Pre-treated Raw Leachate, i.e., Effluent, shall be discharged by an Effluent Pump Station into the existing sanitary sewer line via a manifold located downstream of the existing Sanitary Pump Station. To facilitate concurrent unimpeded operation of both pump stations, the Company shall conduct an investigation and hydraulic analysis, including pressure testing of existing force mains, of the existing sanitary sewer and Sanitary Pump Station. The existing Sanitary Pump Station shall be upgraded by the Company in accordance with the results and findings of this analysis. The existing Flygt Model FP-3985 pumps at the Sanitary Pump Station shall be replaced by the Company with new pumps to meet the requirements of the hydraulic analysis.

The Effluent Pump Station shall be designed to efficiently, and essentially continuously, discharge Effluent. The Effluent Pump Station shall include odor control and a wet well with storage capacity for at least one hour of Effluent flow at the daily average flow rate.

Diversion and Bypass Valve Chamber

The Company shall design a Diversion and Bypass Valve Chamber to be located downstream of and adjacent to the existing Valve Chamber (EXHIBIT D.1). The Diversion and Bypass Valve Chamber shall allow Raw Leachate to be diverted from the existing Valve Chamber and to selectively discharge the Raw Leachate either to the Truck Loading Platform, the Facility, or both. Invert elevations and plan views, and force mains conveying Raw Leachate to the existing Valve Chamber are shown on the construction plans provided in EXHIBITS D.2 and D.3.

Construction standards and materials shall match those of the existing reinforced-concrete Valve Chamber: gravity and force mains shall be constructed from Schedule 80 PVC pipe; only manually operated, ball and check valves shall be used; pipe inverts shall be located at least four (4) feet below grade; the Diversion and Bypass Valve Chamber shall be separate from the existing Valve Chamber.

Process Control and Monitoring

The Facility shall be designed with a PLC-based control system that allows the operator to monitor and control the Raw Leachate pre-treatment process in real-time from both onsite and offsite locations via a SCADA interface. Offsite access shall be provided via secure, authenticated communications protocols and shall allow for monitoring of key process equipment component status and any system or component failures. The system shall allow secure, password-protected, read-only County access through the utilization of a current version of any standard-compliant internet browser, without the prerequisite of any additional client-based software. The main system control panel shall be interfaced with a dedicated personal computer (PC) containing all required software for the collection of associated system information. Both the system PC and controls shall be provided with

UPS battery backup, sized to operate the associated components for a minimum of 60 minutes.

The PLC-based control system shall be capable of monitoring, recording, and automatically controlling all process-critical elements, and shall allow for local manual operator override of key automated functions, some of which are listed below. Monitoring and recording capabilities shall be in compliance with all permit requirements and shall include, at a minimum, the process operational parameters listed below. The system shall be capable of generating reports, including tabular and graphical data summaries and summary statistics for user selectable, variable reporting periods. The system shall be capable of issuing automatic, customizable alarms to the operator and County, via email, text message, and/or autodialer. The system shall be configurable via software separately by the operator and the County.

The control system shall utilize a redundant PLC architecture such that if one PLC fails the system shall automatically transfer control to the redundant unit, and issue an alert to the operator. The failed primary unit shall be removed for service and replaced within 48 hours of failure occurrence. The system shall also provide automated data backup, with backup data stored at an offsite location on a dedicated hard drive.

The control system shall be designed to protect the environment by avoiding unauthorized discharges from any or all stages of the Raw Leachate pre-treatment process.

The control system shall be designed to autonomously operate the Facility during routine conditions with minimal operator intervention. The control system shall be capable of monitoring, recording, and adjusting the following parameters to ensure consistent Effluent quality within the Effluent discharge limits in accordance with all Applicable Laws, regulations, and permit conditions:

- Peak Electrical demand and overall power consumption;
- Status of security system;
- Building interior ambient conditions (temperature, relative humidity);
- Exterior meteorological conditions (temperature, wind direction and speed, relative humidity, precipitation type and quantity);
- Potable water usage;
- Raw Leachate volumetric flow rate;
- Raw Leachate and Effluent quality indicator parameters:
 - pH;
 - Temperature;
 - Turbidity;
 - Specific conductivity;
 - Dissolved oxygen;

- Oxidation/Reduction Potential;
- Liquid levels in all vessels, including reactors, solution storage, and wet wells;
- State of all control valves (open, close, percent open, failure);
- Volumetric flow rates of all additives and cleaning solutions;
- State of all pumps, motors, and blowers, including cumulative engine hours (on, off, revolutions per minute, failure);
- Volumetric flow rates for all process streams:
 - Effluent;
 - Waste activated Sludge;
 - Return activated Sludge;
 - Air supply;
- Air and water pressure and pressure differential;

Other pertinent parameters may be identified and included in the list by the Proposer and County based on the approved design of the Facility.

Managed Assets Operation

Proposers shall engage a wastewater treatment system operator duly licensed to practice in the State in accordance and in compliance with the rules and requirements of N.J.A.C. 7:10A. The Facility shall be designed for operation as a N3 class facility.

Managed Assets operation shall include the safe and secure storage on-site of necessary stockpiles of additives, chemicals, tools, and spare parts to efficiently operate, maintain and repair the Managed Assets. Proposers shall maintain onsite stock of all spare parts that are critical to the operation of the Managed Assets in accordance with equipment manufacturer's recommendations.

Managed Assets operation and maintenance shall include the cleaning and removal of solids and sludge from the Leachate Storage Tank at intervals no longer than one (1) year apart following the Acceptance Date.

Site Facilities

The Facility shall be designed and constructed with adequate, permanent facilities for its staff, and shall include at a minimum, a laboratory, an office, ADA-compliant bath- and locker rooms, break room, mechanical room, and storage facilities.

The laboratory shall be equipped to facilitate performance of analytical work required to evaluate, monitor, and adjust the Leachate pre-treatment process. The laboratory shall be designed in accordance with all applicable federal, State, and local laws and regulations for the protection of worker safety and the environment.

Office space shall be provided and equipped for staff required to operate the Managed Assets, support their clerical duties, and serve as a conference room.

Bath and locker rooms, separated by gender, and a break room shall be provided, sized in accordance to the staff projected to work onsite. Onsite generated wastewater may either be introduced into the Facility headworks after suitable commutation or discharged to the existing Sanitary Pump Station. A mechanical room shall be provided for HVAC, hotwater, and other building services. Appropriately sized storage facilities for OSHA and code-compliant storage of additives and chemicals shall be provided as part of the design and construction of the Facility.

Construction Standards

The pre-treatment process equipment and ancillary equipment shall be completely contained within permanent structures, such as pre-engineered buildings, set on permanent foundations; trailers, mobile homes, and other transient structures are not acceptable. All structures and foundations shall be designed in accordance with the current edition of the National Electrical Code (NEC), National Electrical Safety Code (NESC), American Electricians' Handbook, New Jersey Uniform Fire Code (NJUFC), New Jersey Uniform Construction Code (NJUCC), International Building Code (IBC), Accessible & Usable Buildings & Facilities (ICC/ANSI A117.1), and National Electrical Contractors Association (NECA) Standard of Installation. In accordance with the State Solid Waste Regulations, on-site buildings within sanitary landfill properties shall be designed and constructed in accordance with the requirements of N.J.A.C. 7:26-2A.5(f)14 *et seq.* to prevent the accumulation of landfill gas within buildings.

Boring logs are provided in EXHIBIT E and the locations of the borings are indicated on EXHIBITS A and C. The County will make any reasonable effort to coordinate and provide access for Proposers to conduct a geotechnical evaluation of the subsurface conditions at the Design-Build Improvement Sites in accordance with Section 6.3 of this RFP.

General Site Conditions

Proposers are advised that the County is engaged in other work in the general area of the Facility, including Landfill operations, import of soil and other materials, methane gas extraction, Leachate collection, site maintenance and may also award other, non-related contracts for work in vicinity of the Facility.

Landfill operations shall not be interrupted under any circumstances. Any work under the Service Contract which might conflict with Landfill operations shall be carefully coordinated with the County prior to commencement of such work.

Instead of removing waste materials and rubbish from the property, the County will permit the disposal of these waste materials resulting from the construction and operation of the

Facility at the County's facilities at the MCRC adjacent to the site of work, without payment of tipping fees, provided such disposal is at the locations and in the manner normally required by the County. All waste materials banned from the Landfill shall be removed and legally disposed of and/or recycled offsite at the Proposers expense.

The Company shall be responsible for the safety of personnel on the site in accordance with the requirements of OSHA, State and federal regulations, the Company's own safety program and the MCRC Health and Safety Manual. The Company shall comply with OSHA's Confined Space requirements and the MCRC Confined Space Entry Program and develop and implement confined space entry procedures. The plan shall provide for workers to be equipped with all necessary safety, rescue and personal protective equipment. This includes but is not limited to a rescue tripod, retractable lifeline, blower, air supply respirator, 5-minute escape pack and multi-gas monitor. The multi-gas monitor shall simultaneously and continuously monitor oxygen deficiency and the presence of carbon monoxide, hydrogen sulfide and methane and give off an audible and visual alarm if the OSHA limits are exceeded.

Combustible Landfill gas, which consists of methane and carbon dioxide and trace quantities of other gases, such as hydrogen sulfide, may be present in the soil in the areas of construction and may build up in excavated areas. Monitoring of gas wells has shown some wells to have hydrogen sulfide readings substantially above the Immediately Dangerous to Life and Health (IDLH) level. The Company shall test for and monitor methane, oxygen and hydrogen sulfide during the duration of the term of the Service Contract and provide air venting and safety equipment as may be required. Smoking is not permitted anywhere at the MCRC. The Company shall monitor the project sites when flames or devices which could cause a spark are used.

All workers involved in the work under the Service Contract shall be trained in and follow all applicable OSHA and State regulations relating to working in confined spaces. Particular attention should be given to the following regulations:

- Work in Confined Space (NJAC 12:100-9)
- Permit Entry Confined Space Regulations (OSHA 29 CFR 1910.146)

Proposers are advised that some work will be performed in or near a 500,000 gallon Leachate Storage Tank which handles municipal Raw Leachate and Landfill Gas condensate. Worker's safety in oxygen deficient spaces and in the presence of Landfill Gas must be exercised. The Landfill gas is combustible and consists of approximately fifty percent (50%) methane and fifty percent (45%) carbon dioxide. The P Company's workers entering the Leachate Storage Tank and Secondary Containment Tank to perform interior cleaning shall take all necessary precautions and safety measures including continuous monitoring for the workers protection.

Material safety data sheets and hazardous substance fact sheets shall accompany all material deliveries and each container shall be labeled in accordance with current Federal and State Right-To-Know Act.

Regarding import of fill material, stone, and paving materials, all soil deliveries shall be made in accordance with County regulations. All trucks hauling imported soil and stone material shall be tarped until the load is dumped at the required location. Trucks that are not tarped will be turned away and will not be allowed to dump. The County reserves the right to determine the onsite routing of truck traffic to the required location, which may not represent the shortest possible route to the required location. All onsite speed limit signs and other onsite traffic control signs shall be strictly adhered to by all haulers. The County reserves the right to prohibit individual truck drivers or trucking companies from hauling to the MCRC. The Proposers shall designate one (1) person who shall supervise and be responsible for the daily soil and stone import operations of all trucks and the loading operations at the quarry or mining pit.

The Company shall use only designated gates approved by the County for entry to the MCRC. The Company's entrance shall be Gate 'C' and material and equipment deliveries shall be made through Gate 'C' unless otherwise directed by the County. The Company shall have a representative onsite at all times during hours scheduled to accept material and equipment deliveries and when subcontractors are working onsite. Access for waste disposal and Landfill vehicles shall be maintained at all times.

Public Utilities

The MCRC is serviced by the following public utilities:

Electrical

JCP&L
1 River Center
331 Newman Springs Road, Bldg. 3
Red Bank, New Jersey 07701
(732) 212-4246

Telephone and Communications

Verizon
5100 Belmar Boulevard
Farmingdale, New Jersey 07727
(732) 751-8725

Natural Gas

New Jersey Natural Gas Company
1415 Wyckoff Road

P.O. Box 1464
Wall Township, New Jersey 07719
(732) 919-8293

Sanitary Sewer Collection System (Off Site)

Borough of Tinton Falls
Municipal Center
556 Tinton Avenue
Tinton Falls, New Jersey 07724-3298
(732) 542-3400

Sewerage Authority

Township of Neptune Sewerage Authority
P.O. Box 384
Neptune, New Jersey 07753
(732) 922-3434

Water

New Jersey American Water Company
661 Shrewsbury Avenue
Shrewsbury, New Jersey 07702
(732) 933-5932

Engineering Documents

Permit and construction plans, designs, calculations, and process design documentation shall be signed and sealed by a licensed professional engineer registered in the State of New Jersey. Field survey work shall be conducted under the supervision of a licensed professional land surveyor registered to practice in the State of New Jersey. Surveys and plans shall be prepared using NAD 1927 and NGVD 1929 datum references. The location of the closest survey monuments is shown on EXHIBIT C and includes survey information in NAD27/NGVD29 and NAD83/NAVD88 datum. Additional on-site survey control is available.

All plans, survey data, process design drawings, and design documents shall be submitted in hard copy, signed and sealed as appropriate, in native digital format, e.g., Microsoft WORD, AutoCAD Land Desktop or Civil 3D Rel. 2009, and in PDF format.

Pilot Testing

The County will make reasonable effort to coordinate and provide access for Proposers to obtain Leachate samples and/or to conduct pilot testing either during the RFP process or

following execution of the Service Contract. Proposers interested in conducting such tests shall submit a detailed written plan for County consideration.

Leachate samples may be collected as grab samples.

Any pilot testing of Raw Leachate pre-treatment systems shall be conducted at the responsibility and risk of the Proposer and/or the Company, as applicable. The County will evaluate plans for merit and will coordinate to accommodate such requests in a timely manner.

EXHIBITS

Exhibit A - TNSA SIU Permit, effective date March 10, 2010	18
Exhibit B – Aerial Map	36
Exhibit C – Site Location, Topographic Map	38
Exhibit D – Leachate Storage Tank and Valve	40
Sheet D.1 – Site Plan	40
Sheet D.2 – Pipe Vault; Plans, Sections, and Details.....	40
Sheet D.3 – Leachate Storage Tank; Plans, Sections, and Details.....	40
Exhibit E – Boring Logs	44
Log MW-1S.....	44
Log III D4P	44
Log III S4P	44
Log IIIS5P	44
Log III S6P	44
Log MW22K.....	44
Log MW22V.....	44

Exhibit A - TNSA SIU Permit, effective date March 10, 2010



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Water Quality

PO Box 029 Trenton, NJ 08625-0029

Phone: (609) 633-3823

Fax: (609) 984-7938

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Acting Commissioner

MAR 10 2010

Richard Throckmorton, Superintendent, MCRC
Monmouth County Board of Chosen Freeholders
PO Box 1255
Freehold, NJ 07728

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Final Significant Indirect User (SIU) Renewal Permit Action NJPDES NJ0051608
Monmouth County Reclamation Center, Tinton Falls Borough, Monmouth County

Dear Mr. Throckmorton:

Enclosed is a **final** New Jersey Pollutant Discharge Elimination System (NJPDES) permit action identified above which has been issued in accordance with N.J.A.C. 7:14A.

No substantial written comments were received on the draft action during the comment period, and no provisions of the draft permit have been changed in the final permit. The only change from the draft is in the names of your contact people. Therefore, the right by you, or any third party, to contest the permit conditions in an adjudicatory hearing is hereby waived pursuant to N.J.A.C. 7:14A-15.13.

As per N.J.A.C. 7:14A-4.2(e)3, any person planning to continue discharging after the expiration date of an existing NJPDES permit shall file an application for renewal at least 180 calendar days prior to the expiration of the existing permit.

Questions or comments regarding the final action should be addressed to Gary Torres at (609) 633-3823.

Sincerely,

Mary Jo M. Aiello, Chief
Bureau of Pretreatment and Residuals

Enclosures

cc: Permit Distribution List



NEW JERSEY POLLUTANT DISCHARGE ELIMINATION SYSTEM

The New Jersey Department of Environmental Protection hereby grants you a NJPDES permit for the facility/activity named in this document. This permit is the regulatory mechanism used by the Department to help ensure your discharge will not harm the environment. By complying with the terms and conditions specified, you are assuming an important role in protecting New Jersey's valuable water resources. Your acceptance of this permit is an agreement to conform with all of its provisions when constructing, installing, modifying, or operating any facility for the collection, treatment, or discharge of pollutants to waters of the state. If you have any questions about this document, please feel free to contact the Department representative listed in the permit cover letter. Your cooperation in helping us protect and safeguard our state's environment is appreciated.

Permit Number: NJ0051608

Final: Significant Indirect User (SIU) Renewal Permit Action

Permittee:

Monmouth County Board of Chosen Freeholders
PO Box 1255
Freehold, NJ 07728

Co-Permittee:

Property Owner:

Monmouth County Board of Chosen Freeholders
PO Box 1255
Freehold, NJ 07728

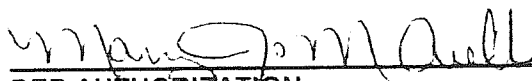
Location Of Activity:

Monmouth County Reclamation Center
6000 Asbury Ave.
Tinton Falls, NJ 07753

Authorization(s) Covered Under This Approval	Issuance Date	Effective Date	Expiration Date
L -Significant Indirect User	03/15/2010	04/01/2010	03/31/2015

Discharge to: Township of Neptune Sewerage Authority (TNSA) STP

By Authority of:
Commissioner's Office


DEP AUTHORIZATION
 Mary Jo Aiello, Chief
 Bureau of Pretreatment and Residuals
 Division of Water Quality

(Terms, conditions and provisions attached hereto)

PART I GENERAL REQUIREMENTS: NJPDES

A. General Requirements of all NJPDES Permits

1. Requirements Incorporated by Reference

- a. The permittee shall comply with all conditions set forth in this permit and with all the applicable requirements incorporated into this permit by reference. The permittee is required to comply with the regulations, including those cited in paragraphs b. through e. following, which are in effect as of the effective date of the final permit.
- b. General Conditions
 - Penalties for Violations N.J.A.C. 7:14-8.1 et seq.
 - Incorporation by Reference N.J.A.C. 7:14A-2.3
 - Toxic Pollutants N.J.A.C. 7:14A-6.2(a)4i
 - Duty to Comply N.J.A.C. 7:14A-6.2(a)1 & 4
 - Duty to Mitigate N.J.A.C. 7:14A-6.2(a)5 & 11
 - Inspection and Entry N.J.A.C. 7:14A-2.11(e)
 - Enforcement Action N.J.A.C. 7:14A-2.9
 - Duty to Reapply N.J.A.C. 7:14A-4.2(e)3
 - Signatory Requirements for Applications and Reports N.J.A.C. 7:14A-4.9
 - Effect of Permit/Other Laws N.J.A.C. 7:14A-6.2(a)6 & 7 & 2.9(c)
 - Severability N.J.A.C. 7:14A-2.2
 - Administrative Continuation of Permits N.J.A.C. 7:14A-2.8
 - Permit Actions N.J.A.C. 7:14A-2.7(c)
 - Reopener Clause N.J.A.C. 7:14A-6.2(a)10
 - Permit Duration and Renewal N.J.A.C. 7:14A-2.7(a) & (b)
 - Consolidation of Permit Process N.J.A.C. 7:14A-15.5
 - Confidentiality N.J.A.C. 7:14A-18.2 & 2.11(g)
 - Fee Schedule N.J.A.C. 7:14A-3.1
 - Treatment Works Approval N.J.A.C. 7:14A-22 & 23
- c. Operation And Maintenance
 - Need to Halt or Reduce not a Defense N.J.A.C. 7:14A-2.9(b)
 - Proper Operation and Maintenance N.J.A.C. 7:14A-6.12
- d. Monitoring And Records
 - Monitoring N.J.A.C. 7:14A-6.5
 - Recordkeeping N.J.A.C. 7:14A-6.6
 - Signatory Requirements for Monitoring Reports N.J.A.C. 7:14A-6.9
- e. Reporting Requirements
 - Planned Changes N.J.A.C. 7:14A-6.7
 - Reporting of Monitoring Results N.J.A.C. 7:14A-6.8
 - Noncompliance Reporting
 - Hotline/Two Hour & Twenty-four Hour Reporting N.J.A.C. 7:14A-6.10 & 6.8(h)
 - Written Reporting N.J.A.C. 7:14A-6.10(c) & (d)
 - Duty to Provide Information N.J.A.C. 7:14A-6.10(e) & (f) & 6.8(h)
 - Schedules of Compliance N.J.A.C. 7:14A-2.11, 6.2(a)14 & 18.1
 - Transfer N.J.A.C. 7:14A-6.4
 - N.J.A.C. 7:14A-6.2(a)8 & 16.2

PART II

GENERAL REQUIREMENTS: DISCHARGE CATEGORIES

A. Additional Requirements Incorporated By Reference

I. Incorporation by Reference

- a. In addition to conditions in Part I of this permit, the conditions in this section are applicable to activities at the permitted location and are incorporated by reference. The permittee is required to comply with the regulations in effect as of the effective date of the final permit.
 - i. Statewide Water Quality Management Planning Rules N.J.A.C. 7:15
 - ii. Treatment Works Approvals N.J.A.C. 7:14A-22 and 23
- b. Indirect User Requirements
 - i. Prohibited Discharge; State Pretreatment Standards; Local Limits N.J.A.C. 7:14A-21.2(a)
 - ii. Notification of Problems N.J.A.C. 7:14A-21.2(b)
 - iii. Pretreatment System Bypass N.J.A.C. 7:14A-21.6
 - iv. Additional Requirements for all Significant Indirect Users N.J.A.C. 7:14A-21.3

B. General Conditions

I. Scope

- a. The issuance of this permit shall not be considered as a waiver of any applicable federal, state, and local rules, regulations and ordinances.
- b. This permit does not relieve the permittee of the obligation of obtaining any other required Federal, State or Local government consent.

2. Permit Renewal Requirement

- a. Permit conditions remain in effect and enforceable until and unless the permit is modified, renewed or revoked by the Department.
- b. Submit a complete permit renewal application: 180 days before the Expiration Date.
- c. Prior to the due date of a renewal application, the permittee may submit:
 - i. A statement that the permittee does not intend to discharge after the expiration date, or
 - ii. A request for redetermination of SIU applicability in accordance with N.J.A.C. 7:14A-21.9(c).
- d. Submittal of a request for redetermination of SIU applicability does not relieve the permittee from the requirement to submit a renewal application if a determination is not reached prior to its due date.

3. Notification of Non-Compliance

- a. The permittee shall notify the Department of all non-compliance when required in accordance with N.J.A.C. 7:14A-6.10 by contacting the DEP HOTLINE at 1-877-WARNDEP (1-877-927-6337).
- b. The permittee shall submit a written report as required by N.J.A.C. 7:14A-6.10 within five days.
- c. All violations reportable under N.J.A.C. 7:14A-6.10 shall be reportable to the Township of Neptune Sewerage Authority POTW by telephone within two hours, and in writing within five days, of the commencement of the discharge or of the permittee becoming aware of the discharge.

4. Notification of Changes

- a. The permittee shall promptly notify the Department and the local agency in advance of any substantial change in the volume or character of pollutants in their discharge.
- b. The permittee shall give written notification to the Department of any planned physical or operational alterations or additions to the permitted facility when the alteration is expected to result in a significant change in the permittee's discharge and/or residuals use or disposal practices including the cessation of discharge in accordance with N.J.A.C. 7:14A-6.7.
- c. Prior to any change in ownership, the current permittee shall comply with the requirements of N.J.A.C. 7:14A-16.2, pertaining to the notification of change in ownership.
- d. Operator Notification
 - i. Pursuant to N.J.A.C. 7:10A-1.1 et seq. every wastewater system not exempt pursuant to N.J.A.C. 7:10A-1.1(b) requires a licensed operator. The operator of a system shall meet the Department's requirements pursuant to N.J.A.C. 7:10-1.1 and any amendments. The name of the proposed operator, where required, shall be submitted to the Department at the address below, in order that his/her qualifications may be determined prior to initiating operation of the treatment works.
 - ii. Notifications shall be submitted to:
NJDEP
Examination and Licensing Unit
P.O. Box 441
Trenton, New Jersey 08625
(609)777-1012.
 - iii. The permittee shall notify the Department of any changes in licensed operator within two weeks of the change.
- e. Fulfillment of these notice requirements does not relieve the applicant of the responsibility to obtain any applicable approvals or permits.

5. Access to Information

- a. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to enter upon a person's premises, for purposes of inspection, and to access / copy any records that must be kept under the conditions of this permit.

6. Requirements for SIUs

- a. National Pretreatment Standards: Categorical Standards

- i. National Pretreatment Standards specifying quantities or concentrations of pollutants or pollutant properties which may be discharged to a local agency's treatment works by existing or new "Indirect Users" in specific industrial subcategories will be established as separate regulations under the appropriate subpart of 40 CFR chapter I, subchapter N. These Standards, unless specifically noted otherwise, shall be in addition to all applicable pretreatment standards and requirements. (See 40 CFR 403.6).
 - ii. If Categorical Pretreatment Standards applicable to one or more of the operations at the subject facility are promulgated, which are effective subsequent to the issuance of this permit, then within 180 days of the effective date of the applicable Categorical Pretreatment Standard(s) the permittee must submit a Baseline Report (BR) in accordance with 40 CFR 403.12(b). The permittee shall conform to the applicable standards within the compliance period provided for in the regulations. The BMR shall be submitted to:
Bureau of Pretreatment and Residuals
P.O. Box 029
Trenton NJ 08625
- b. This permit does not waive compliance with any applicable rules, regulations and/or ordinances of local agency responsible for conveyance and/or treatment of the facility's wastewater. No person or user of a local agency's treatment works shall discharge into the treatment works without the written authorization by the responsible local agency. Any permit, user agreement or like document issued by the local agency shall not constitute a waiver of any portion of this permit.
 - c. The permittee's activities shall not produce any discharge or ponded condition for which a NJPDES permit is required unless holding an appropriate, effective, NJPDES permit.

PART III LIMITS AND MONITORING REQUIREMENTS

MONITORED LOCATION: 001L Indirect Discharge RECEIVING POTW: NEPTUNE TWP MUA SEWER AUTH STP
 DISCHARGE CATEGORY(IES): L - Significant Indirect User
 634 OLD CORLIES AVE
 Neptune Twp, NJ 07753-

Location Description

Monitor on a single line which conveys all leachate to the Tinton Falls collection system immediately downstream of any pretreatment system.
Contributing Waste Types
 Process Water

SIU DMR Reporting Requirements:

Submit a Monthly DMR: Within twenty-five days after the end of every month beginning from the effective date of the permit (EDP)..

Table III - A - 1: SIU DMR Limits and Monitoring Requirements

Parameter	Sample Point	PHASE Start Date:				PHASE End Date:				Units	Limit	Frequency	Sample Type
		Limit	Limit	Limit	Limit	Limit	Limit	Limit	Limit				
Flow, In Conduit or Thru Treatment Plant	Effluent Gross Value	REPORT Monthly Average	100000 Daily Maximum	*****	*****	*****	*****	*****	*****	*****	*****	Continuous	Not Applicable
		***	***	***	***	***	***	***	***	***	***	***	***
January thru December BOD, 5-Day (20 oC)	Effluent Gross Value	744 Monthly Average	REPORT Daily Maximum	*****	*****	*****	*****	*****	*****	*****	*****	1/Month	Composite
		***	***	***	***	***	***	***	***	***	***	***	***
January thru December pH	Effluent Gross Value	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	1/Month	Continuous
		***	***	***	***	***	***	***	***	***	***	***	***
January thru December Solids, Total Suspended	Effluent Gross Value	597 Monthly Average	REPORT Daily Maximum	*****	*****	*****	*****	*****	*****	*****	*****	1/Month	Composite
		***	***	***	***	***	***	***	***	***	***	***	***
January thru December	QL	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

SIU DMR Reporting Requirements:

Submit a Monthly DMR. Within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Table III - A - 1: SIU DMR Limits and Monitoring Requirements

Parameter	Sample Point	PHASE Start Date:			PHASE End Date:			Units	Limit	Frequency	Sample Type
		Limit	Limit	Limit	Limit	Limit	Limit				
Nitrogen, Ammonia Total (as N)	Effluent Gross Value	*****	*****	*****	*****	*****	*****	REPORT Monthly Average	MG/L	1/Month	Composite
	QL	***	***	***	***	***	***	REPORT Daily Maximum			
Petrol Hydrocarbons, Total Recoverable	Effluent Gross Value	*****	*****	*****	*****	*****	*****	REPORT Monthly Average	MG/L	1/Month	Grab
	QL	***	***	***	***	***	***	REPORT Daily Maximum			
January thru December Cyanide, Total (as CN)	Effluent Gross Value	*****	*****	*****	*****	*****	*****	REPORT Monthly Average	MG/L	1/Month	Grab
	QL	***	***	***	***	***	***	REPORT Daily Maximum			
January thru December Cadmium, Total (as Cd)	Effluent Gross Value	*****	*****	*****	*****	*****	*****	REPORT Monthly Average	MG/L	1/Month	Composite
	QL	***	***	***	***	***	***	REPORT Daily Maximum			
January thru December Copper, Total (as Cu)	Effluent Gross Value	*****	*****	*****	*****	*****	*****	REPORT Monthly Average	MG/L	1/Month	Composite
	QL	***	***	***	***	***	***	REPORT Daily Maximum			
January thru December Lead, Total (as Pb)	Effluent Gross Value	*****	*****	*****	*****	*****	*****	REPORT Monthly Average	MG/L	1/Month	Composite
	QL	***	***	***	***	***	***	REPORT Daily Maximum			
January thru December Nickel, Total (as Ni)	Effluent Gross Value	*****	*****	*****	*****	*****	*****	REPORT Monthly Average	MG/L	1/Month	Composite
	QL	***	***	***	***	***	***	REPORT Daily Maximum			
January thru December	Effluent Gross Value	*****	*****	*****	*****	*****	*****	REPORT Monthly Average	MG/L	1/Month	Composite
	QL	***	***	***	***	***	***	REPORT Daily Maximum			

SIU DMR Reporting Requirements:

Submit a Monthly DMR: Within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Table III - A - 1: SIU DMR Limits and Monitoring Requirements

Parameter	PHASE Start Date:			PHASE End Date:			Units	Limit	Frequency	Sample Type
	Sample Point	Limit	Units	Limit	Units	Limit				
Silver, Total (as Ag)	Effluent Gross Value	*****	*****	*****	*****	*****	MG/L	2.75 Daily Maximum	1/Month	Composite
	QL	***	***	***	***	***				
Zinc, Total (as Zn)	Effluent Gross Value	*****	*****	*****	*****	*****	MG/L	2.11 Daily Maximum	1/Month	Composite
	QL	***	***	***	***	***				
Mercury, Total (as Hg)	Effluent Gross Value	*****	*****	*****	*****	*****	MG/L	0.99 Daily Maximum	1/Month	Composite
	QL	***	***	***	***	***				
Total Toxic Organics (TTO) (40 CFR 433)	Effluent Gross Value	*****	*****	*****	*****	*****	MG/L	REPORT Monthly Average	1/Quarter	Check Requirements
	QL	***	***	***	***	***		REPORT Daily Maximum		
January thru December	QL	***	***	***	***	***				

PART IV

SPECIFIC REQUIREMENTS: NARRATIVE

Notes and Definitions

A. Footnotes

1. Resampling and Violations

- a. Except for parameters otherwise required to be monitored once per month, the permittee shall repeat sampling and analysis for any parameter within 30 days of becoming aware of any violation of pretreatment standards for that parameter, in accordance with N.J.A.C. 7:14A-21.3(g)2.
- b. For any parameter with a daily maximum limitation but no monthly average limitation stated in Part III, the daily maximum limitation shall also be construed as a monthly average limitation for purposes of penalty assessment under the Clean Water Enforcement Act.

B. Definitions

1. Regulatory Definitions

- a. "Interference" means
 - i. Inhibiting or disrupting the operation of a DTW or its treatment processes so as to contribute to, or cause a violation of any condition of a State or Federal permit;
 - ii. Discharging industrial process wastewater which, in combination with existing domestic flows, is of such quantity and/or quality as to exceed the treatment process design capacity; or
 - iii. Preventing the use or disposal of sludge produced by the DTW in accordance with Section 405 of the Federal Act, the Federal Resource Conservation and Recovery Act (42 U.S.C. 3251 et seq.), the Federal Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Toxic Substances Control Act (15 U.S.C. 2601 et seq.), the Marine Protection, Research and Sanctuaries Act (33 U.S.C. 1401 et seq. and 16 U.S.C. 1431 et seq.), Sections 2, 4 and 6 of the State Act, and any regulations, criteria, or guidelines developed pursuant thereto, including, but not limited to, N.J.A.C. 7:14A-20, and the Statewide Sludge Management Plan.
- b. "Pass through" means a discharge which exits the POTW into waters of the State in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NJPDES permit (including an increase in the magnitude or duration of a violation).
- c. For purposes of this permit, TTO means the sum of concentrations of all pollutants listed below which are detected at individual concentrations of 10 ug/l or more. Monitoring is required for each such pollutant generated or used on site, unless such requirement is withdrawn by the Department, in writing.

i. Sample Type As Composite (Pesticides, PCBs, CG/MS Acid fraction):

-
- 2,4,6-Trichlorophenol
- 2,4-Dichlorophenol
- 2,4-Dimethylphenol
- 2,4-Dinitrophenol
- 2-Chlorophenol
- 2-Nitrophenol
- 4,4'-DDD
- 4,4'-DDE
- 4,4'-DDT
- 4,6-Dinitro-o-cresol
- 4-Nitrophenol
- Aldrin
- Alpha BHC
- Beta BHC
- Chlordane
- Delta BHC
- Endosulfan Sulfate
- Alpha Endosulfan
- Beta Endosulfan
- Endrin
- Endrin Aldehyde
- Gamma BHC
- Heptachlor
- Heptachlor Epoxide
- PCB-1016
- PCB-1221
- PCB-1232
- PCB-1242
- PCB-1248
- PCB-1254
- PCB-1260
- P-Chloro-M-Cresol
- Pentachlorophenol
- Phenanthrene
- Phenol
- Toxaphene

ii. Sample Type As Composite (Other):

-
1,2,4-Trichlorobenzene
1,2-Diphenylhydrazine
2,3,7,8-Tetra- Chlorodibenzo- P-Dioxin
2,4-Dinitrotoluene
2,6-Dinitrotoluene
2-Chloronaphthalene
3,3'-Dichlorobenzidine
3,4-Benzo-fluoranthene
4-Bromophenyl Phenyl Ether
4-Chlorophenyl Phenyl Ether
Acenaphthene
Acenaphthylene
Anthracene
Benz (k) Fluoranthene
Benzidine
Benzo (a) Anthracene
Benzo (a) Pyrene
Benzo (ghi) Perylene
Bis(2-Chloroethoxy) Methane
Bis(2-Chloroethyl) Ether
Bis(2-Chloroisopropyl)Ether
Bis(2-Ethylhexyl) Phthalate
Butyl Benzyl Phthalate
Chrysene
Dibenzo(a,h)Anthracene
Dieldrin
Diethyl Phthalate
Dimethyl Phthalate
Di-N-Butyl Phthalate
Di-N-Octyl Phthalate
Fluoranthene
Fluorene
Hexachlorobenzene
Hexachlorobutadiene
Hexachlorocyclopentadiene
Hexachloroethane
Indeno(1,2,3-cd) Pyrene
Isophorone
Naphthalene
Nitrobenzene
N-Nitrosodimethylamine
N-Nitrosodi-N-Propylamine
N-Nitrosodiphenylamine
Pyrene

iii. Sample Type As Grab:

-
1,1,1-Trichloroethane
1,1,2,2-Tetrachloroethane
1,1,2-Trichloroethane
1,1-Dichloroethane
1,1-Dichloroethylene
1,2-Dichlorobenzene
1,2-Dichloroethane
1,2-Dichloropropane
1,2-trans-Dichloroethylene
1,3-Dichlorobenzene
1,3-Dichloropropylene
1,4-Dichlorobenzene
2-Chloroethyl Vinyl Ether
Acrolin
Acrylonitrile
Benzene
Bromoform
Carbon Tetrachloride
Chlorobenzene
Chlorodibromomethane
Chloroethane
Chloroform
Dichlorobromomethane
Ethylbenzene
Methyl Bromide
Methyl Chloride
Methylene Chloride
Tetrachloroethylene
Toluene
Trichloroethylene
Vinyl Chloride

Significant Indirect User

A. Monitoring

1. General

- a. All monitoring shall be conducted as specified in Part III.
- b. All sample frequencies expressed in Part III are minimum requirements. However, if additional samples are taken, analytical results shall be reported as appropriate.
- c. The monitoring location shall not be modified without the specific written approval of the Department.

2. Sampling Methods

- a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- b. All sampling shall be conducted in accordance with the Department's current Field Sampling Procedures Manual; or an alternate method approved by the Department in writing.

3. Analysis Methods

- a. The permittee shall perform all water / wastewater analyses in accordance with the analytical test procedures specified in 40 CFR 136 unless other test procedures have been approved by the Department in writing or as otherwise specified in the permit.
- b. The permittee shall perform all residual analyses in accordance with the analytical test procedures specified in 40 CFR 503.8 and the Sludge Quality Assurance Regulations (N.J.A.C. 7:14C) unless other test procedures have been approved by the Department in writing or as otherwise specified in the permit.
- c. Each analysis required by this permit shall be performed by a New Jersey Certified Laboratory that is certified to perform that analysis.

B. Recordkeeping

1. Retention

- a. The permittee shall retain copies of all reports required by a NJPDES permit and records of all data used to complete the application for a NJPDES permit for a period of at least 5 years unless otherwise required by 40 CFR Part 503.

C. Reporting

1. Addresses

- a. Reports required in Part III hereof shall be submitted to:

Division of Water Quality
Office of Permit Management
Attn: Monitoring Report Forms
Box 029
401 E State St 3rd Fl East (for hand delivery)
Trenton NJ 08625-0029.

- b. Unless otherwise required, all other reports required in this permit shall be submitted to the following address:

Division of Water Quality
Bureau of Pretreatment and Residuals
SIU Permitting Program
PO Box 029
401 E State St 2nd Fl East (for hand delivery)
Trenton, NJ 08625-0029.

- c. A copy of all reports required in this permit shall be submitted to the local agency at the following address:

Township of Neptune Sewerage Authority
PO Box 765
Neptune, NJ 07753.

- d. Attachments and certifications as required by this permit shall be submitted with each DMR unless otherwise stated.
- e. All reports shall be submitted on forms specified by this permit.
- f. Monitoring Reports shall be completed in accordance with the current Monitoring Report Manual and any updates.
- g. All monitoring reports shall be signed by the highest ranking official having day-to-day managerial and operational responsibilities for the discharging facility in accordance with N.J.A.C. 7:14A-6.9.

2. Special Instructions for Reporting Sampling

- a. The following certification (40 CFR 403.6(a)(2)(ii)) must be included with each monitoring report: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- b. Except for continuously monitored parameters, if any parameter in Part III Table(s) III - A - 1 is sampled more than once during any month at the location and using the sampling protocol given in Part III, the permittee shall submit to the Department in January and July of each year the result of each individual sample which did not appear on the DMRs submitted with respect to the preceding six month period.

D. Submittals

1. Notification of Discharge of Specific Substances

- a. When required by N.J.A.C. 7:14A-21.3(i) the permittee shall make a one-time notification to the local agency responsible for conveyance and/or treatment of the permittee's wastewater, and to the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing to the following addresses of any discharge into the local agency's treatment works of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261.

- b. This notification shall be submitted to the addresses in C.1.b and c. above and to:

Director
Air & Water Management Division
US Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

and to:

Solid and Hazardous Waste Management
NJ Department of Environmental Protection
PO Box 028
Trenton NJ 08625-0028.

E. Facility Requirements

1. Maintenance

- a. The permittee shall operate and maintain treatment works and facilities which are installed or used by the permittee to achieve compliance with the terms and conditions of the permit as specified in the Operation & Maintenance Manual.

2. Treatment Works

- a. Treatment Works Approval - When Required
- i. All permittees who operate or propose to operate a treatment works to achieve compliance with the terms and conditions of this permit shall conform to the requirements of N.J.A.C. 7:14A Subchapters 22 and 23.
 - ii. If subsequent to the issuance of this permit the permittee proposes to install or modify a treatment works the permittee shall submit a complete application for Treatment Works Approval (TWA) pertaining to the proposed treatment works installation/modification, to the NJDEP at the following address for approval of the treatment works. A TWA is required to be obtained from the NJDEP prior to beginning construction. The permittee shall obtain the services of a licensed operator of the appropriate classification prior to operating any new or modified treatment works, in accordance with N.J.A.C. 7:10A-1.1 et seq.

Bureau of Administration and Management
Municipal Finance and Construction Element
Division of Water Quality
PO Box 425
Trenton NJ 08625-0425

F. Modifications to Permit

1. Reopener

- a. The Department shall reopen the permit by modification or revocation and reissuance, at a minimum, if an applicable standard or limitation is promulgated under Sections 301(b)(2) (C) and (D), 302, 304(b)(2), or 307(a)(2), (b), (c) and (d) of the Federal Act and that effluent standard or limitation is more stringent than any effluent limitation in the permit or controls a pollutant or pollutant parameter not limited in the permit.
- b. The Department may reopen the permit if the local agency develops limitations in accordance with N.J.A.C. 7:14A-19.7.

2. Actions Allowable as Minor Modifications

- a. Reduction in frequency of monitoring in accordance with N.J.A.C. 7:14A-14.3
- b. Treatment Works Modification
- c. Where the permittee receives a Treatment Works Approval from the Department, this permit shall be considered to have been modified to incorporate a requirement for relevant procedures to be incorporated in an Operation and Maintenance Manual.

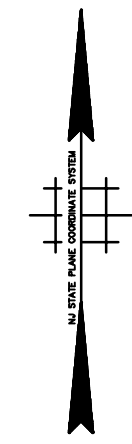
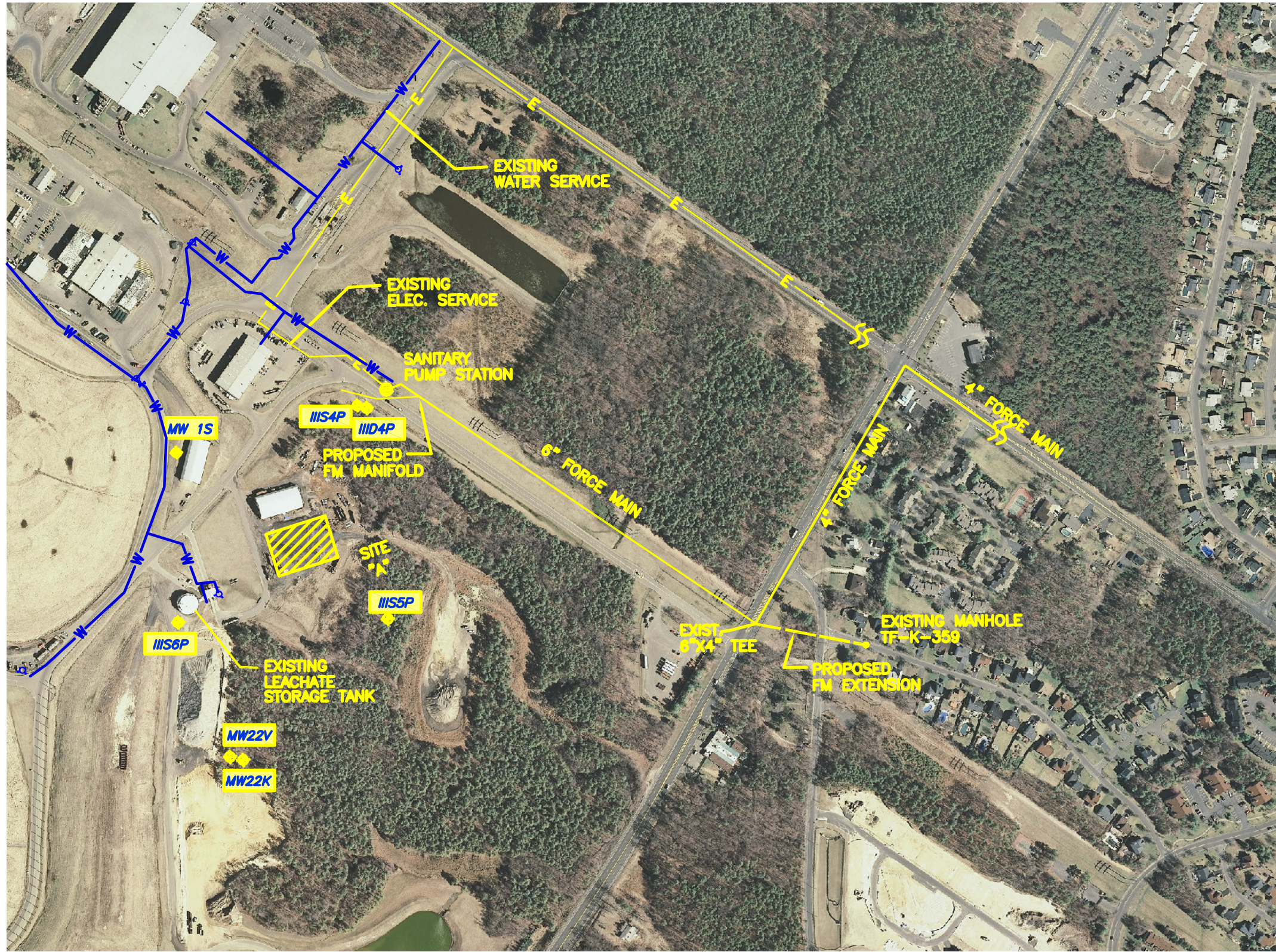
G. Federal Categorical Pretreatment Standards

1. Applicability

- a. No applicable Federal Categorical Pretreatment Standards were identified for this permittee for inclusion in the permit.
- b. In the event that standards are identified or promulgated which are applicable to the permittee's existing or proposed activities, the permittee shall inform the Department upon becoming aware of this fact. If the permittee is uncertain whether a standard is applicable, a request for an applicability determination pursuant to N.J.A.C. 7:14A- 21.3(a) shall be deemed to fulfil this requirement.

Exhibit B - Aerial Map

Plotted: 10/06/11 - 8:51 AM, By: akremen
 File: M:\Eaton\Jobs\Monmouth County Bd Chosen Free\202078000111\dwg\FM-DISCHARGE CARTOON.dwg, ---> FM TIE-IN LOCATION
 Copyright Birdsall Services Group, Inc., 2011



GRAPHIC SCALE
 1 inch=400 feet


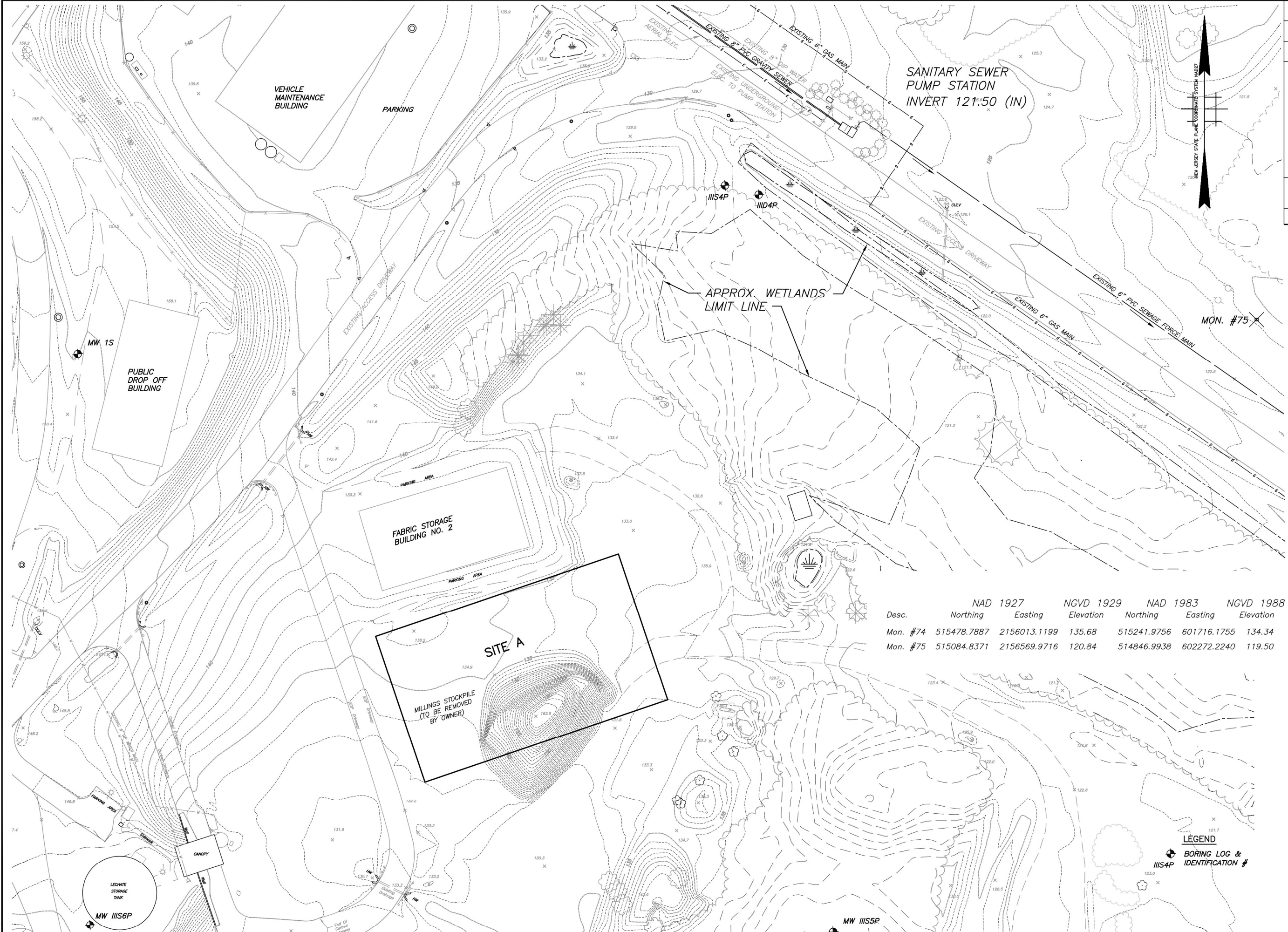
SITE LOCATION MAP			
RFP # _____			
MCR LEACHATE PRE-TREATMENT DBO			
COUNTY OF MONMOUTH, NEW JERSEY			
SITUATED IN			
BOROUGH OF TINTON FALLS, MONMOUTH COUNTY, NEW JERSEY			
 BIRDSALL SERVICES GROUP ENGINEERS & CONSULTANTS			
<small>611 Industrial Way West Eatontown, NJ 07724 NJ Certificate of Authorization No. 24GA2806060</small>		<small>Tel.: 732.380.1700 Fax.: 732.380.1701 WWW.BIRDSALL.COM</small>	
<small>Job No. 2-02078-000111</small>	<small>Date</small>	<small>Scale: (H) 1" = 400' (V)</small>	Ex. B

Exhibit C – Site Location, Topographic Map



Desc.	NAD 1927 Northing	NAD 1927 Easting	NGVD 1929 Elevation	NAD 1983 Northing	NAD 1983 Easting	NGVD 1988 Elevation
Mon. #74	515478.7887	2156013.1199	135.68	515241.9756	601716.1755	134.34
Mon. #75	515084.8371	2156569.9716	120.84	514846.9938	602272.2240	119.50

NO. DATE REVISION

BIRDSELL SERVICES GROUP
ENGINEERS & CONSULTANTS

611 Industrial Way West
Lansdown, NJ 07734
Tel: 732.380.1700
Fax: 732.380.1701
www.birdsell.com

DATE

MONMOUTH COUNTY
RECLAMATION CENTER
BOROUGH OF TINTON FALLS
MONMOUTH COUNTY
NEW JERSEY

Drawing Name:
Location: Pennsauken

THE COUNTY OF MONMOUTH, NEW JERSEY
RFP FOR THE DESIGN, CONSTRUCTION AND
OPERATION OF A LEACHATE
PRE-TREATMENT FACILITY
SITE LOCATION PLAN

Job No.
2-0278-000111

Scale(H) 1" = 40'
(V) N/A

Drawn JDF	Designed
Checked AK	Released TKR
Date	Drawer Number

SHEET No.
OF

Exhibit C

Product 10/06/11 - 0115 Ad. Rev. dleeman
File: A:\Information\Monmouth County RfP
Geographic Information Systems Group, Inc. 2011

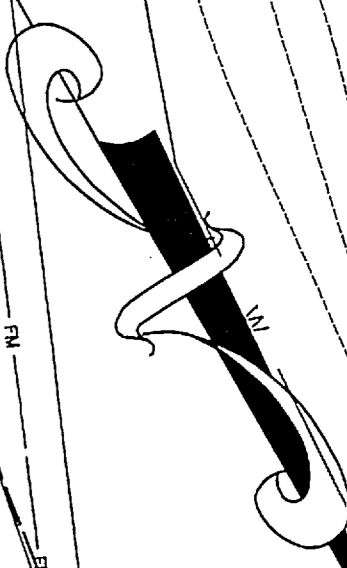
Exhibit D – Leachate Storage Tank and Valve

Sheet D.1 – Site Plan

Sheet D.2 – Pipe Vault; Plans, Sections, and Details

Sheet D.3 – Leachate Storage Tank; Plans, Sections, and Details

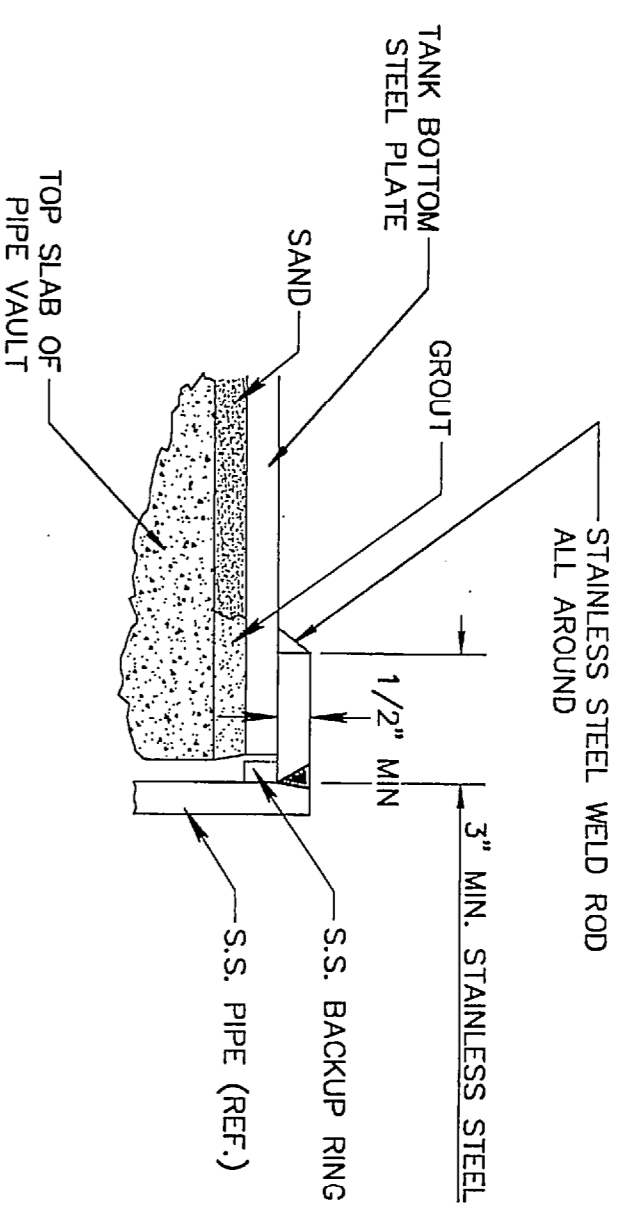
PHASE I LANDFILL
(CLOSED)



CONSTRUCTION NOTE
BITUMINOUS PAVEMENT AND SUBBASE COURSE SHALL MATCH IN ELEVATION AS SHOWN IN DETAIL "4B"

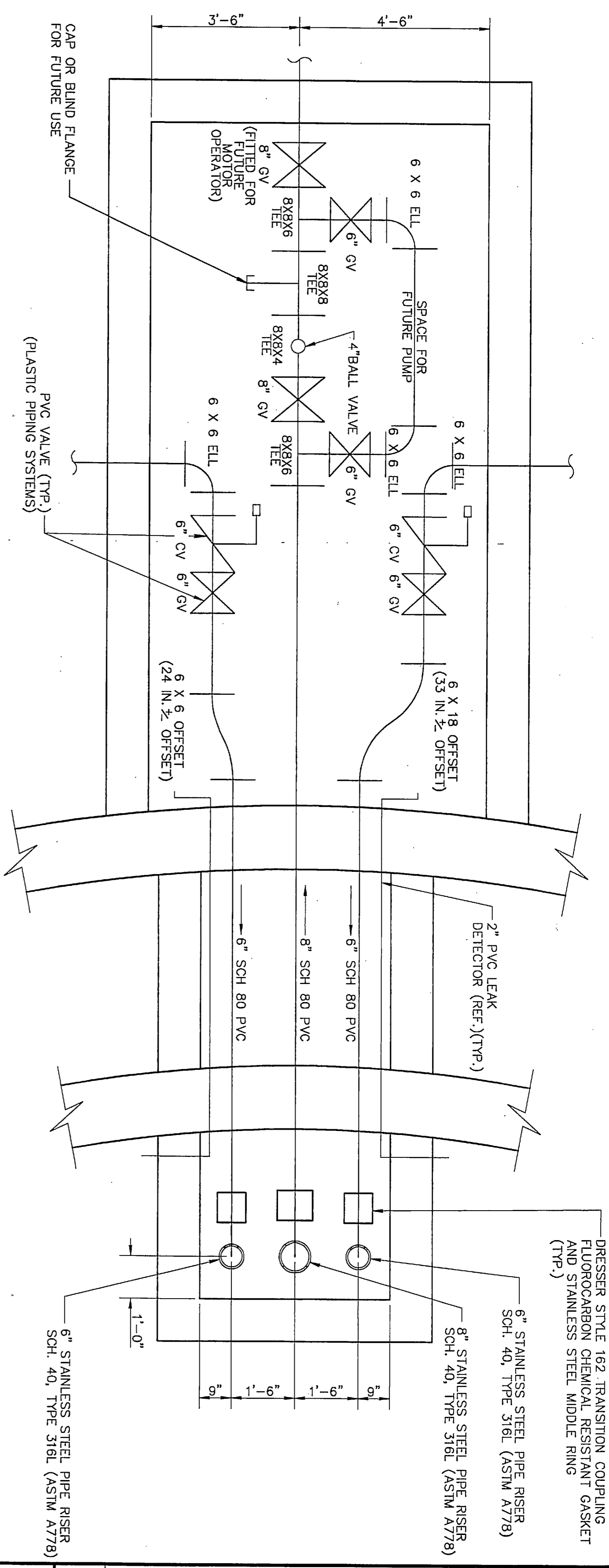
- LEGEND**
- EXISTING CONTOURS
 - EXISTING TREE LINE
 - EXISTING WETLANDS
 - PROPOSED CONTOURS
 - PROPOSED TREE LINE
 - PROPOSED SPOT ELEVATION
 - 3 DETAIL NUMBER
 - 9 SPECIFICATION NUMBER
 - 1156P EXISTING GROUNDWATER WELL

NOTICE TO CONTRACTOR
ATTENTION OF THE CONTRACTOR IS DIRECTED TO THE FACT THAT THE APPROXIMATE LOCATIONS OF KNOWN UNDERGROUND PIPING, UTILITIES, STRUCTURES, AND FACILITIES THAT MAY BE ENCOUNTERED WHILE AN ADJACENT MANTION IS NOT GUARANTEED BY THE ENGINEER, AND THE CONTRACTOR IS ADVISED TO VERIFY IN THE FIELD ALL THE FACTS CONCERNING THE LOCATIONS OF THESE UTILITIES PRIOR TO CONSTRUCTION.

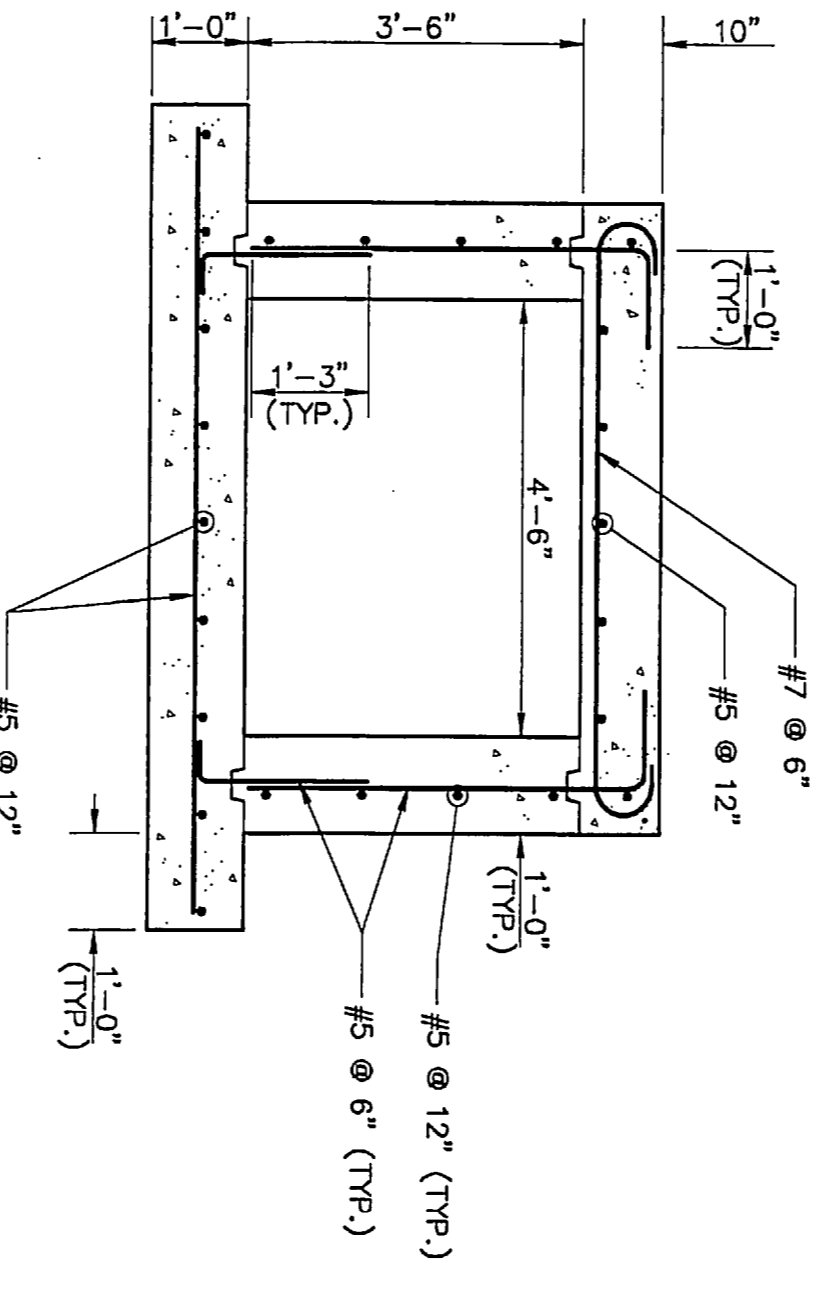


DETAIL 4
SCALE: 1/2"=1'-0"

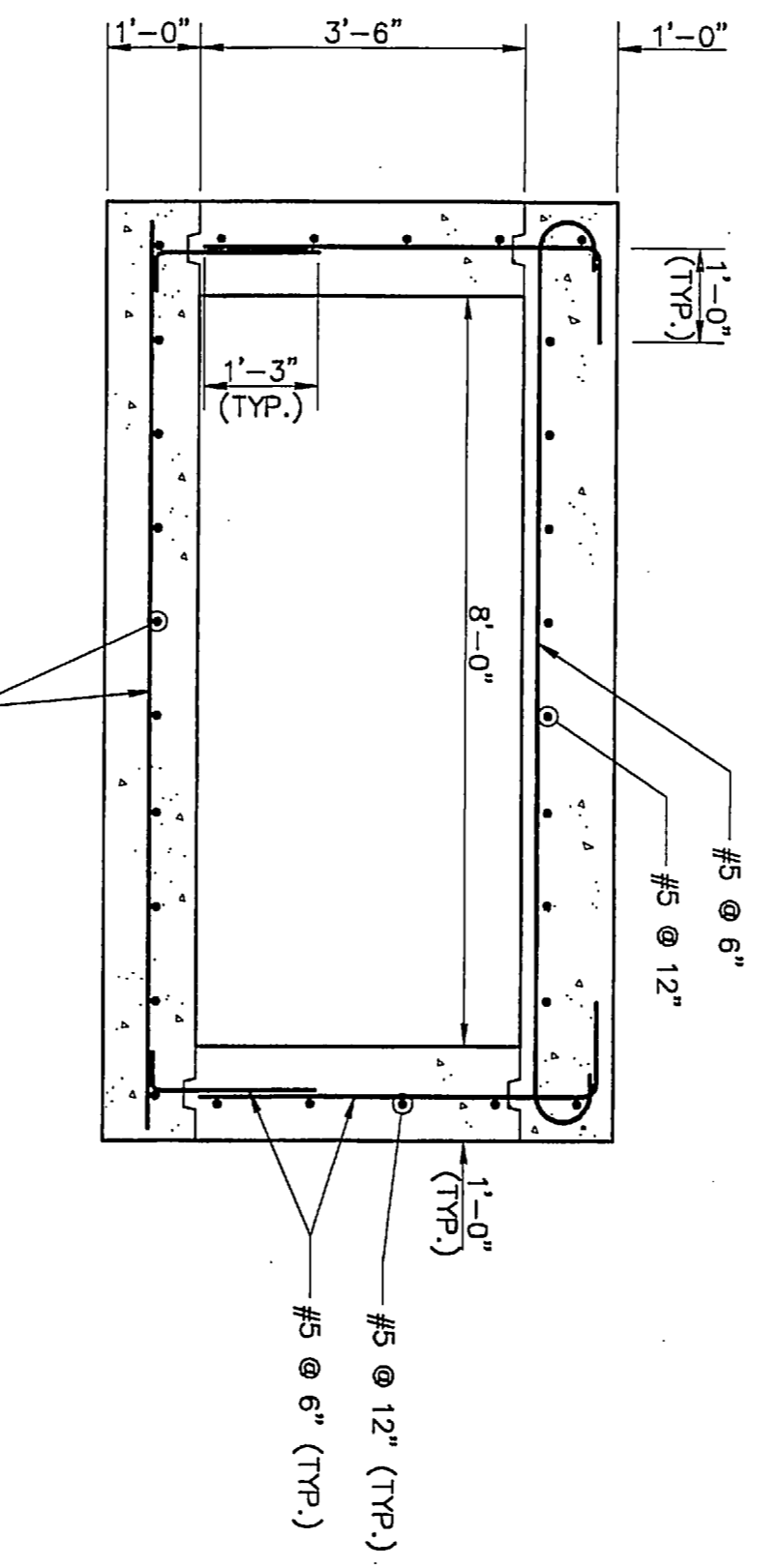
NOTE: ALL STAINLESS STEEL TO BE TYPE 316L



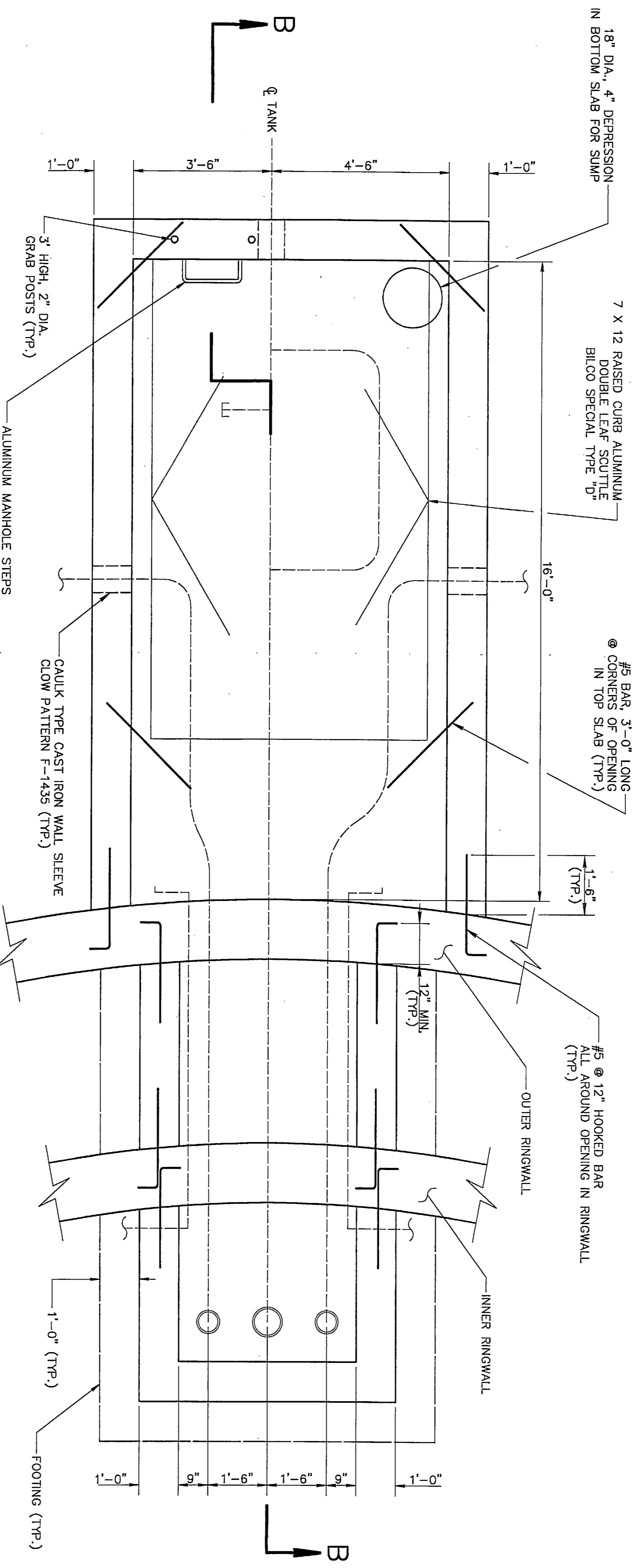
PIPE VAULT MECHANICAL PLAN
SCALE: 1/2"=1'-0"



SECTION D
SCALE: 1/2"=1'-0"

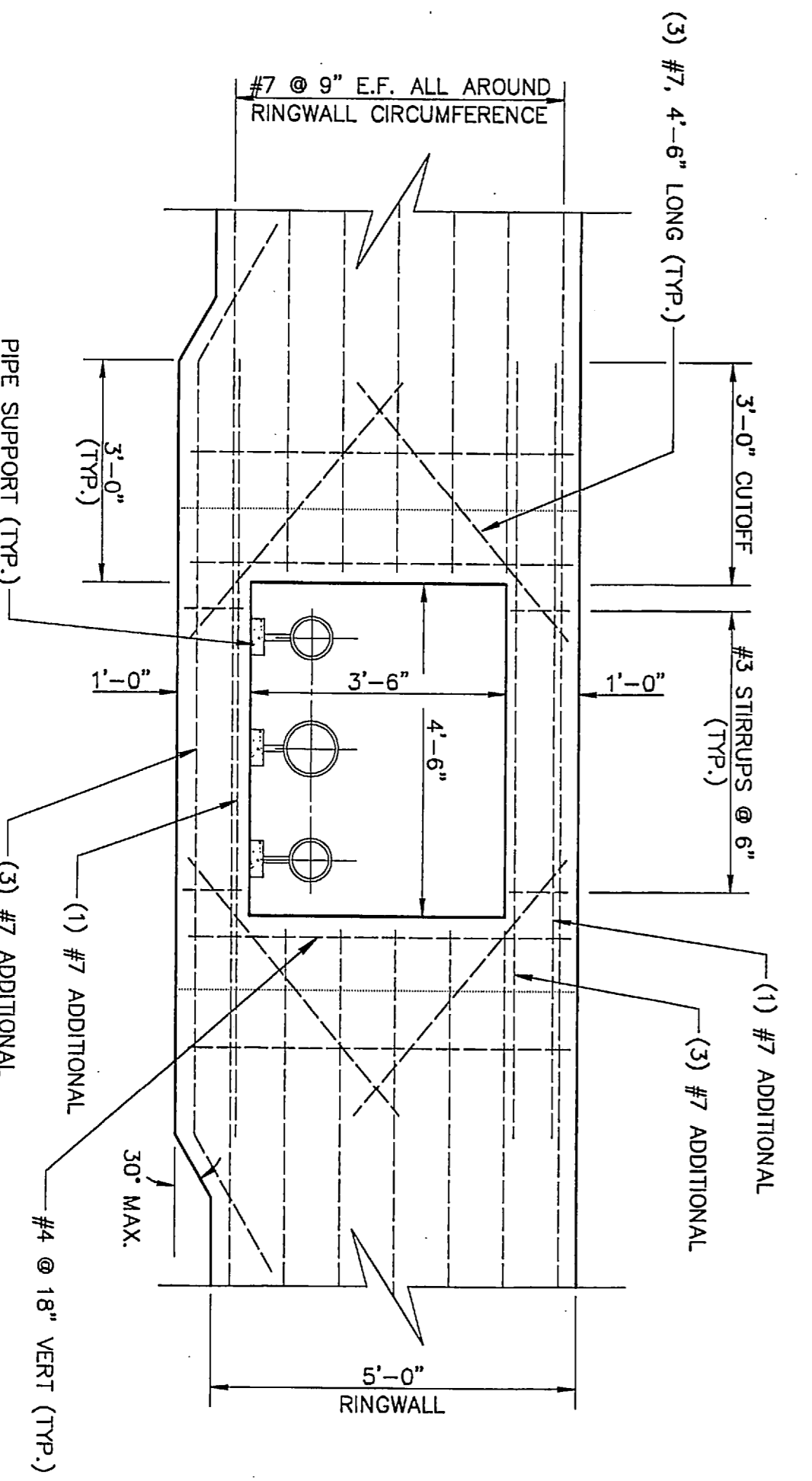


SECTION E
SCALE: 1/2"=1'-0"

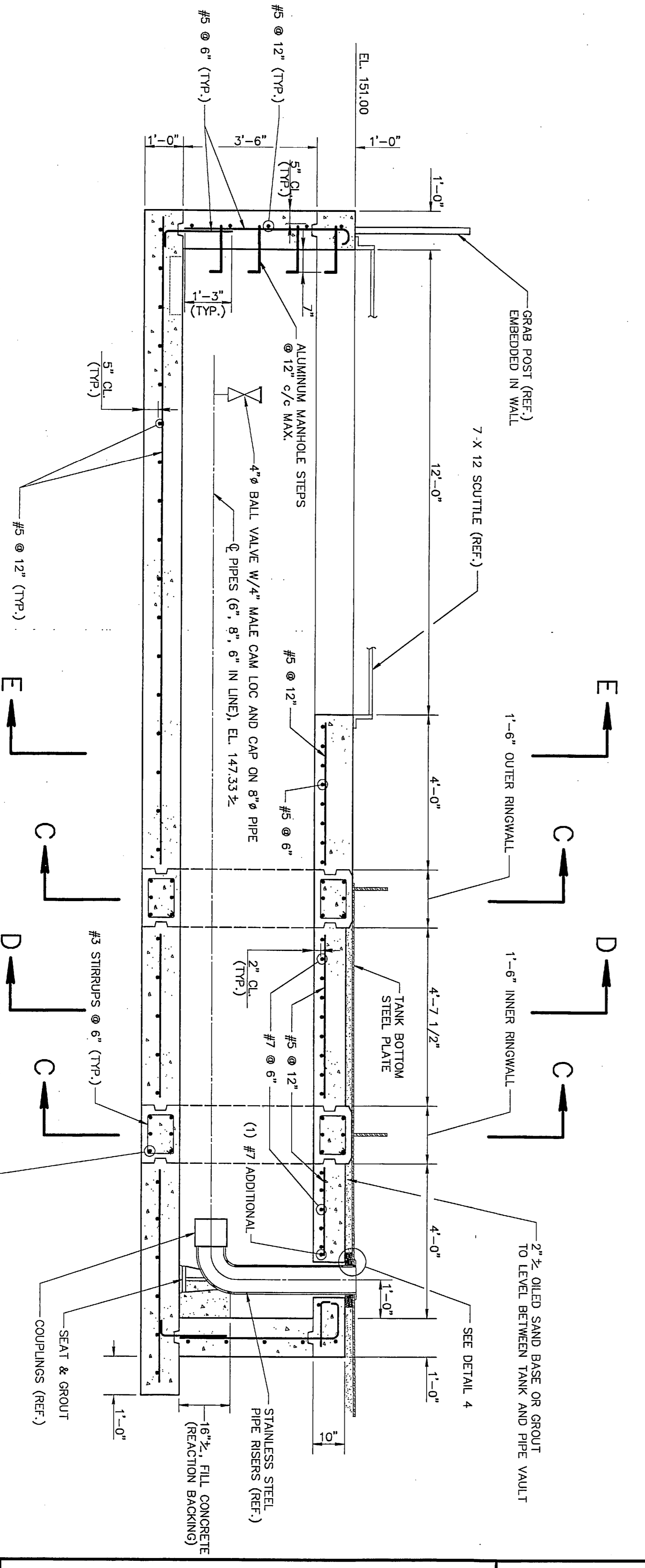


PIPE VAULT STRUCTURAL PLAN
SCALE: 1/2"=1'-0"

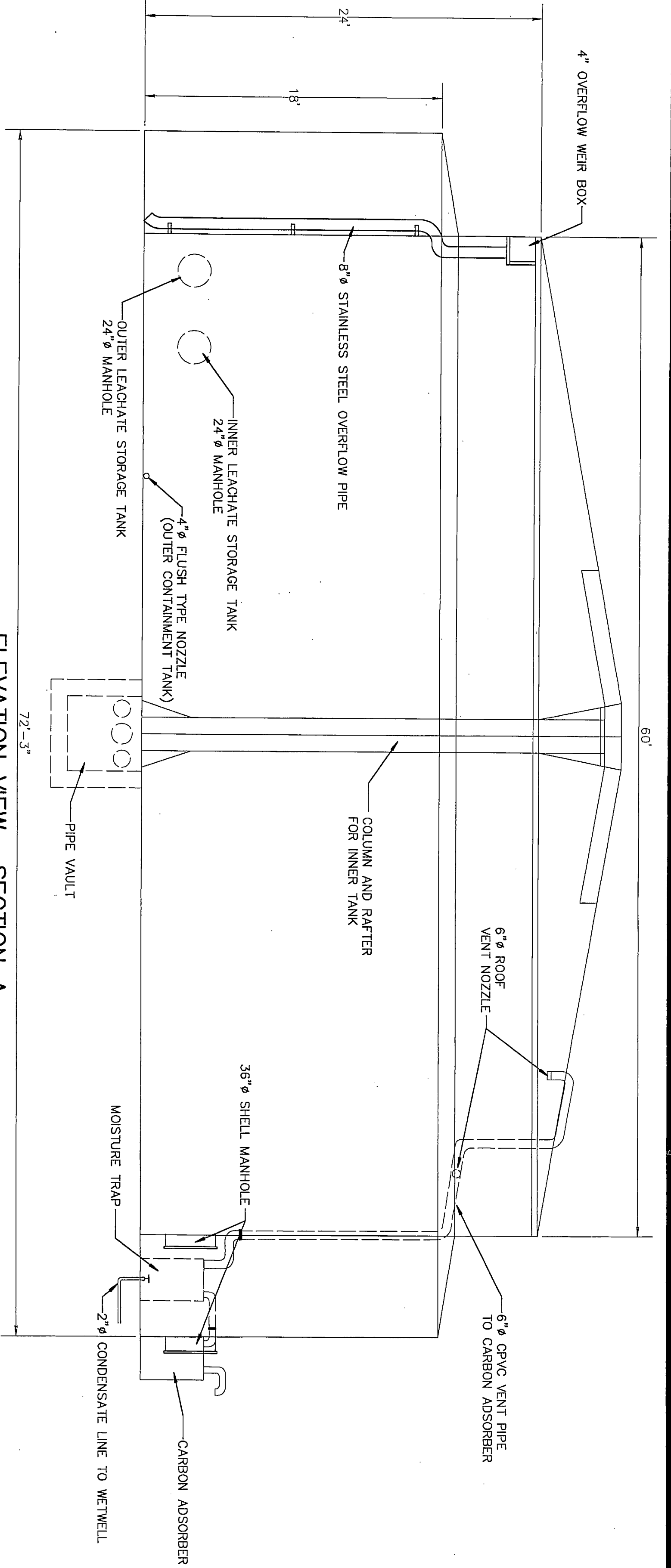
NOTE: REINFORCEMENT SHOWN IS IN ADDITION TO REINFORCEMENT SHOWN IN SECTIONS B, C, D, & E



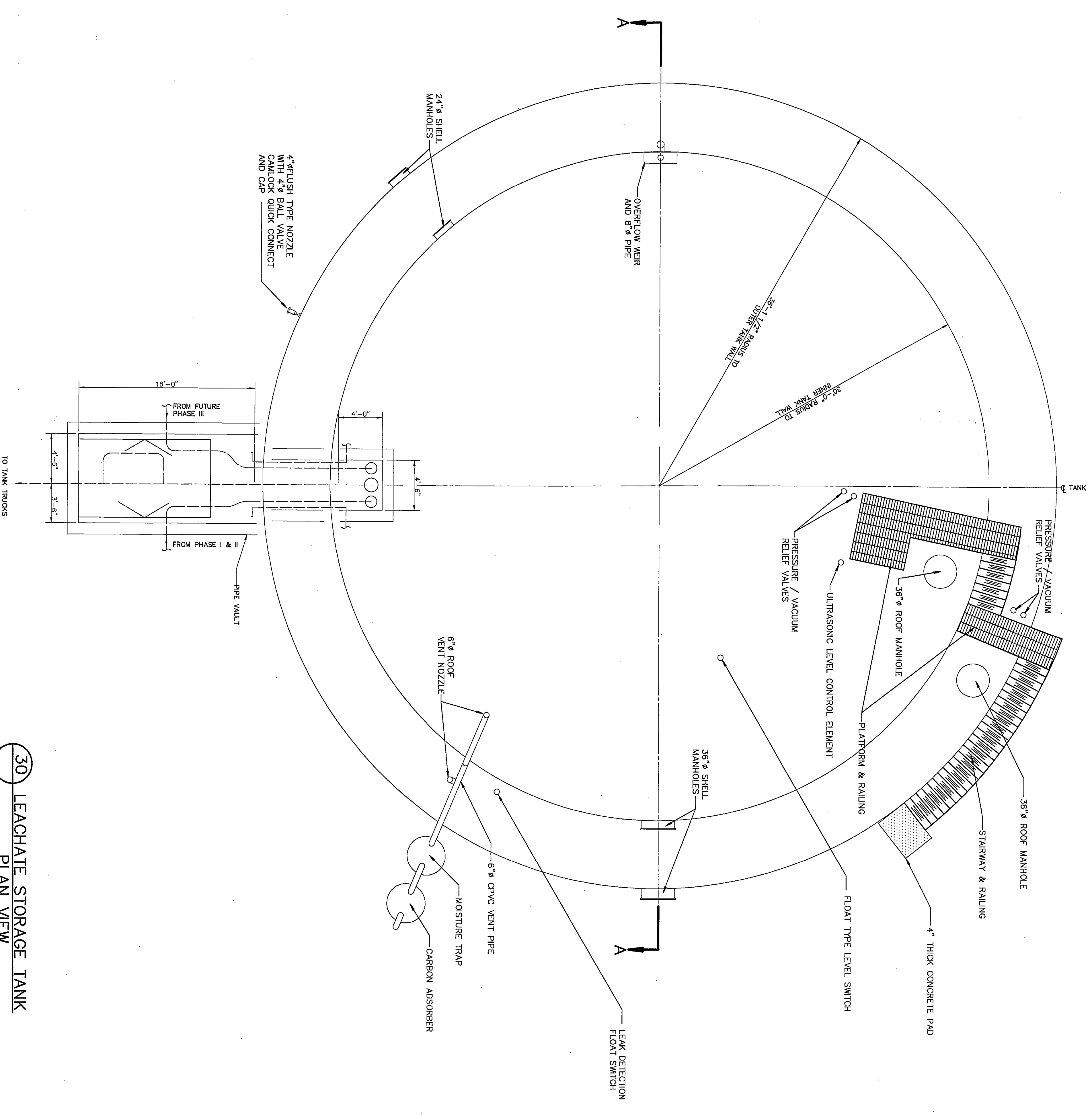
SECTION C
SCALE: 1/2"=1'-0"



SECTION B
SCALE: 1/2"=1'-0"



ELEVATION VIEW - SECTION A



30 LEACHATE STORAGE TANK
PLAN VIEW

Chg.No.	Description	Date	Plot.	Ckd.
1	REVISED FOR CONSTRUCTION	12/8/95		

BIRDSALL ENGINEERING, INC.
 SOUTH BELMAR, NEW JERSEY
 Professional Engineers, Land Surveyors, &
 Professional Planners
Thomas K. Rospos
 DATE 7/27/95
 THOMAS K. ROSPOS, P.E., LIC. NO. 27028

MONMOUTH COUNTY RECLAMATION CENTER
 LEACHATE STORAGE TANK
 BOROUGH OF TINTON FALLS, NEW JERSEY

The County of Monmouth, New Jersey
 RFP for the Design, Construction, and
 Operation of a Leachate Pre-Treatment Facility
 EXHIBIT E.3 - Leachate Storage Tank
 Plan, Section, and Details

JOB NO. MD07127
 ACAD. FILE 127/TANKVIEW
 SCALE NOT TO SCALE
 SHEET EXHIBIT D.3

F14-22

Exhibit E - Boring Logs

Log MW-1S

Log III D4P

Log III S4P

Log IIIS5P

Log III S6P

Log MW22K

Log MW22V



FRENCH & PARRELLO ASSOCIATES, P.A.

PARLIN EAST ONE • 3141 BORDENTOWN AVENUE • PARLIN, N.J. 08859

PROJECT MONMOUTH COUNTY
Reclamation Center -
Replacement
 PROJECT NO. 90E042A

SHEET 1 OF 2
 BORING NO. MW-1S
 LOCATION See Plan
 OFFSET _____

DEPTH OF WATER _____ FT. W/ _____ FT. CASING OUT ON _____
 DEPTH OF WATER 31.7 FT. W/ ALL CASING OUT ON 4/11/90

DATE STARTED 4/4/90
 DATE FINISHED 4/5/90
 DEP # 29-24374-2

GROUND ELEV. 155.01
 GROUND WATER ELEV. 123.31

WEIGHT OF HAMMER:
 CASING _____ LBS SAMPLER 140 LBS
 INSIDE LENGTH OF SAMPLER: 24 IN.

CASING: O.D. _____ I.D. _____
 SAMPLER: O.D. 2" I.D. 1-3/8"
 COUPLING: O.D. _____ I.D. _____

HAMMER FALL ON:
 CASING _____
 SAMPLER 30"

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NUMBER DEPTHS BELOW SURFACE, FT.	BLOWS PER 6" ON SAMPLER				PROFILE CHANGE: DEPTH ELEV.	IDENTIFICATION OF SOILS / REMARKS
			0-6"	6-12"	12-18"	18-24"		
0								Note: No sampling until 10 feet. Had to jet down to make sure no electric utilities.
	M							
	U							
	D							
	R							
	O							
	T							
	A							
	R							
10	Y	S-1	8	9	10	10	SP-SM	
		10'-12'						S-2 Same as S-1 ((dry)
		S-2	8	10	13	13		S-3 Reddish-Orange-Tan mf SAND, trace Silt (dry).
		12'-14'						S-4 Same as S-3 (dry)
		S-3	9	10	12	12		S-5 Same as S-3 (dry)
		14'-16'						S-6 Same as S-3 (dry)
		S-4	7	8	9	8		S-7 Tan cmf SAND, some ⁺ mf Gravel (dry)
		16'-18'						S-8 Orange-Tan mf SAND, trace ⁺ Silt (bottom half wet)
		S-5	7	8	8	8		S-9 Reddish-Orange-Tan mf SAND, trace ⁺ Silt (wet)
		18'-20'						S-10 Reddish-Orange-Tan Silty CLAY, w/ f Sand Partings (dry).
20		S-6	7	8	14	23		S-11 Reddish-Orange-Tan CLAY & SILT (wet).
		20'-22'						S-12 Bot 6": Orange Mottled Grey mf SAND, trace Silt (wet).
		S-7	18	21	23	21		S-13 Red-Orange-Tan mf SAND, trace ⁺ Silt (wet).
		22'-24'						S-14 Tan-Yellow-Grey mf SAND, trace Silt.
		S-8	11	9	9	9		S-15 Same as S-14
		24'-26'						
		S-9	11	7	8	7	28.0'	
		26'-28'					127.01	
		S-10	8	4	9	12		
30		28'-30'						
		S-11	3	4	9	7		
		30'-32'						
		S-12	6	10	12	12	33.5	
		32'-34'					121.51	
		S-13	14	26	28	28		
		34'-36'						
		S-14	30	36	34	25	SP-SM	
		36'-38'						
		S-15	12	19	27	42		
40		38'-40'						

Soils Engineer: S.D. Watkins, P.E. Contractor: Testwell-Craig
 Drilling Inspector: D. Halpin Driller: J. Craig

VISUAL IDENTIFICATION TERMS USED

Clayey soils	At Ball Moisture	Relative Density (Dr) of granular soils	Consistency of Clayey soils	Proportions used
Clayey SILT	slight PI	Very loose 0-15%	soft (S) 0.1-0.5 tsf	trace = 1-10%
SILT & CLAY	low PI	Loose 15-35%	firm (F) 0.5-1.0 tsf	little = 10-20%
CLAY & SILT	medium PI	Medium 35-65%	med. hard (MH) 1.0-2.0 tsf	some = 20-35%
Silty CLAY	high PI	Dense 65-85%	hard (H) 2.0-4.0 tsf	and = 35-50%
CLAY	very high PI	Very dense 85-100%	very hard (VH) over 4.0 tsf	



Reclamation Center -
Replacement

BORING NO. MW-1S

LOCATION See Plan

PROJECT NO. 90E042A

OFFSET _____

DEPTH OF WATER _____ FT. W/ _____ FT. CASING OUT ON _____

DATE STARTED 4/4/90

GROUND ELEV. 155.01

DEPTH OF WATER 31.7 FT. W/ ALL CASING OUT ON 4/11/90

DATE FINISHED 4/5/90

GROUND WATER ELEV. 123.31

DEP # 29-24374-2

WEIGHT OF HAMMER:

CASING _____ LBS SAMPLER 140 LBS

CASING: O.D. _____ I.D. _____

HAMMER FALL ON:

INSIDE LENGTH OF SAMPLER: 24 IN.

SAMPLER: Q.D. 2" I.D. 1-3/8"

CASING _____

COUPLING: O.D. _____ I.D. _____

SAMPLER 30"

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NUMBER	BLOWS PER 6" ON SAMPLER				PROFILE CHANGE DEPTH ELEV.	IDENTIFICATION OF SOILS / REMARKS
			0-6"	6-12"	12-18"	18-24"		
40		S-16	27	29	14	12	SP - SM	S-16 Tan-Grey mf SAND, trace ⁺ Silt.
		40'-42'						S-17 Same as S-16.
		S-17	9	12	12	13		S-18 Same as S-16.
		42'-44'						S-19 Same as S-16
		S-18	17	26	40	55		
		44'-46'						
		S-19	9	3	4	14		
		46'-48'						
		S-20	4	3	4	5		49.0'
		48'-50'					106.01	
50	140	S-21	10	30	30	20	CH	S-20 Top 6" Same as S-16. S-20 Mid 6" Orange-Tan Silty CLAY. S-20 Bot 12" Dark Grey Silty CLAY.
		50'-52'					52.0'	S-21 Top 10" Same as S-20 Bottom. S-21 Bot 8" Dark Grey m ⁻ f SAND & SILT.
							103.01	
E N D O F B O R I N G								
								Note: S-16, S-17, S-19 and S-20 sampled with 300# sampler.

Soils Engineer: S.D. Watkins, P.E.

Contractor: Testwell-Craig

Drilling Inspector: D. Halpin

Driller: J. Craig

VISUAL IDENTIFICATION TERMS USED

Clayey soils	At Ball Moisture	Relative Density (D _r) of granular soils	Consistency of Clayey soils	Proportions used	
Clayey SILT	slight PI	Thread 1/4"	soft (S)	0.1-0.5 tsf	trace = 1-10%
SILT & CLAY	low PI	Thread 1/8"	firm (F)	0.5-1.0 tsf	little = 10-20%
CLAY & SILT	medium PI	Thread 1/16"	med. hard (MH)	1.0-2.0 tsf	some = 20-35%
Silty CLAY	high PI	Thread 1/32"	hard (H)	2.0-4.0 tsf	and = 35-50%
CLAY	very high PI	Thread 1/64"	very hard (VH)	over 4.0 tsf	
		Very loose		0-15%	
		Loose		15-35%	
		Medium		35-65%	
		Dense		65-85%	
		Very dense		85-100%	



THIS FORM MUST BE COMPLETED BY THE PERMITTEE OR HIS AGENT

GROUND WATER
MONITORING WELL CERTIFICATION - FORM A - AS BUILT CERTIFICATION
(One form must be completed for each well)

Name of Permittee: County of Monmouth
Name of Facility: Monmouth County Reclamation Center
Location: Tinton Falls, New Jersey
NJPDES Permit No.: NJ N/A

ENGINEER'S CERTIFICATION

Well Permit Number (As assigned by NJDEP's Water Allocation Section (609-984-5831)
This number must be permanently affixed to the well casing

2 9 2 4 3 7 4 2

Owner's Well Numbers (As shown on the application or plans):

MW-1S

Well Completion Date:

4-5-90

Distance from Top of Casing (cap off) to ground surface (one-hundredth of a foot):

2.59

Total Depth of Well (one-tenth of a foot):

50.0

Depth to Top of Screen From Top of Casing (one-tenth of a foot):

22.6

Screen Length (feet):

30

Screen or Slot Size:

0.020

Screen Material:

PVC

Casing Material: (PVC, Steel or Other - Specify):

PVC

Casing Diameter (Inches):

4

Static Water Level From Top of Casing at The

125.9

Time of Certification (one-hundredth of a foot):

10

Yield (Gallons per Minute):

2 Hours 0 Minutes

Length of time Well Pumped or Bailed:

Lithologic Log:

ATTACH ON BACK

AUTHENTICATION:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitted false information including the possibility of fine and imprisonment.

Professional Engineer's Signature

Scott D. Watkins

Professional Engineer's Name
(Please type or print)

SEAL

29173

Professional Engineer's License #

THIS FORM MUST BE COMPLETED BY THE PERMITTEE OR HIS/HER AGENT

GROUND WATER MONITORING WELL CERTIFICATION - FORM B - LOCATION CERTIFICATION

Name of Permittee: Monmouth County Board of Chosen Freeholders
Name of Facility: Monmouth County Reclamation Center - Phase II
Location: Asbury Avenue
Tinton Falls NJ 07724
NJPDDES Number: NJ 0051608

LAND SURVEYOR'S CERTIFICATION

Well Permit Number (As assigned by NJDEP's Water Allocation Section, 609-984-6831):

2 9 - 2 4 3 7 4 - 2

This number must be permanently affixed to the well casing.

Longitude (one-hundredth of a second):

West 74° 06' 35.70"

Latitude (one-hundredth of a second):

North 40° 14' 45.72"

Elevation of Top of Casing (cap off)

157.60'

(one-hundredth of a foot):

Owners Well Number (As shown on the application or plans):

MW#1S

AUTHENTICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

Prepared by Birdsall Engineering, Inc.

Robert L. Farry 3/19/91
PROFESSIONAL LAND SURVEYOR'S SIGNATURE

Robert L. Farry

PROFESSIONAL LAND SURVEYOR'S NAME
(Please print or type)

SEAL

13444

PROFESSIONAL LAND SURVEYOR'S LICENSE #

**BIRDSALL ENGINEERING INC.
1700 F STREET
BELMAR, N.J. 07719**



FRENCH PARRELLO ASSOCIATES, P.A.

PARLIN EAST ONE • 3141 BORDENTOWN AVENUE • PARLIN, N.J. 08859

PROJECT MONMOUTH
 COUNTY RECLAMATION
 PHASE III
 PROJECT NO. 88F059

SHEET 1 OF 4
 BORING NO. III D4P
 LOCATION SEE PLAN
 OFFSET _____

DEPTH OF WATER _____ FT. W/ _____ FT. CASING OUT ON _____

DATE STARTED 5-16-88

GROUND ELEV. 126.83

DEPTH OF WATER _____ FT. W/ ALL CASING OUT ON _____

DATE FINISHED 5-23-88

GROUND WATER ELEV. _____

WEIGHT OF HAMMER:

CASING: O.D. _____ I.D. _____

HAMMER FALL ON:

CASING _____ LBS SAMPLER 140 LBS

SAMPLER: Q.D. 2" I.D. 1-3/8"

CASING _____

INSIDE LENGTH OF SAMPLER: 24 IN.

COUPLING: O.D. _____ I.D. _____

SAMPLER 30"

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NUMBER	BLOWS PER 6" ON SAMPLER				PROFILE CHANGE DEPTH ELEV.	IDENTIFICATION OF SOILS / REMARKS
			0-6"	6-12"	12-18"	18-24"		
0	M	S-1	4	5	6	7	SM	S-1: Greyish-Brown f SAND, trace Gravel.
	U	0'-2'						
	D							
	R							
	O	S-2	16	15	14	20	SM	S-2: Grey f SAND, little Clayey Silt.
	T	5'-7'						
	A							
	R							
10		S-3	13	20	16	15	SM	S-3: Greyish Yellow-Tan f SAND, trace Silt. (very wet).
		10'-12'						
		S-4	3	4	5	10	SC	S-4: Tan-Grey f SAND, little Clayey Silt.
		15'-17'						
20		S-5	1	4	11	11	SC	S-5: Orange-Tan cmf SAND, and Silty Clay, little mf Gravel.
		20'-22'						
		S-6	5	7	10	15	MH	S-6: Grey CLAY & SILT, trace f Sand.
		25'-27'						
30		S-7	5	9	17	14	MH	S-7: Same as S-6 w/interbedded f Sand layers.
		30'-32'						
		S-8	5	7	8	8	MH	S-8: Dark Grey Clayey SILT.
		35'-37'						
40							38.0'	
							103.85	
							88.8	

Soils Engineer: L.E. FRENCH

Contractor: TESTWELL CRAIG TEST BORING COMPANY

Drilling Inspector: D. HALPIN

Driller: R. BARTHOLOMEW

VISUAL IDENTIFICATION TERMS USED

Clayey soils	At Ball Moisture	Relative Density (D _r) of granular soils	Consistency of Clayey soils	Proportions used
Clayey SILT	slight Pl. Thread 1/4"	Very loose 0-15%	soft (S) 0.1-0.5 tsf	trace = 1-10%
SILT & CLAY	low Pl. Thread 1/8"	Loose 15-35%	firm (F) 0.5-1.0 tsf	little = 10-20%
CLAY & SILT	medium Pl. Thread 1/16"	Medium 35-65%	med. hard (MH) 1.0-2.0 tsf	some = 20-35%
Silty CLAY	high Pl. Thread 1/32"	Dense 65-85%	hard (H) 2.0-4.0 tsf	and = 35-50%
CLAY	very high Pl. Thread 1/64"	Very dense 85-100%		



FRENCH PARRELLO ASSOCIATES, P.A.

PARLIN EAST ONE • 3141 BORDENTOWN AVENUE • PARLIN, N.J. 08859

PROJECT MONMOUTH COUNTY RECLAMATION
 PHASE III

SHEET 2 OF 4
 BORING NO. III D4P
 LOCATION SEE PLAN
 OFFSET _____

PROJECT NO. 88F059

DEPTH OF WATER _____ FT. W/ _____ FT. CASING OUT ON _____
 DEPTH OF WATER _____ FT. W/ ALL CASING OUT ON _____

DATE STARTED 5-16-88
 DATE FINISHED 5-23-88

GROUND ELEV. 126.83
 GROUND WATER ELEV. _____

WEIGHT OF HAMMER: _____
 CASING _____ LBS SAMPLER 140 LBS
 INSIDE LENGTH OF SAMPLER: 24 IN.

CASING: O.D. _____ I.D. _____
 SAMPLER: QD. 2" I.D. 1-3/8"
 COUPLING: O.D. _____ I.D. _____

HAMMER FALL ON: _____
 CASING _____
 SAMPLER 30"

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NUMBER	BLOWS PER 6" ON SAMPLER				PROFILE CHANGE DEPTH ELEV.	IDENTIFICATION OF SOILS / REMARKS
			0-6"	6-12"	12-18"	18-24"		
40	M	S-9	8	13	14	15	SM	S-9: Green-Grey cmf SAND, trace Silt, trace f Gravel.
	U	40'-42'						
	D							
	R							
	O	S-10	7	7	7	12		S-10: Green-Grey cmf SAND, trace ⁺ Silt, trace mf Gravel.
	T	45'-47'						
	A							
	R							
	Y							
50		S-11	7	9	8	10		S-11: Greenish-Orange-Brown cmf SAND, trace ⁺ Silt, trace mf Gravel.
		50'-52'						
		S-12	7	8	10	11		S-12: Same as S-11 w/trace ⁺ f Gravel.
		55'-57'						
60		S-13	7	9	8	10		S-13: Greenish-Orange-Brown cmf SAND, trace ⁺ Silt, trace f Gravel.
		60'-62'						
		S-14	7	9	9	13	S-14: Same as S-13.	
		65'-67'						
70		S-15	8	12	12	15	S-15: Greenish-Orange-Brown mf SAND, trace Silt.	
		70'-72'						
		S-16	14	14	16	17	S-16: Same as S-15.	
		75'-77'						
80								

Soils Engineer: L.E. FRENCH Contractor: TESTWELL CRAIG TEST BORING COMPANY

Drilling Inspector: D. HALPIN Driller: R. BARTHOLOMEW

VISUAL IDENTIFICATION TERMS USED

	Clayey soils	At Ball Moisture	Relative Density (D _r) of granular soils	Consistency of Clayey soils	Proportions used
Clayey SILT	slight PI	Thread 1/4"	Very loose	soft (S)	trace = 1-10%
SILT & CLAY	low PI	Thread 1/8"	Loose	firm (F)	little = 10-20%
CLAY & SILT	medium PI	Thread 1/16"	Medium	med. hard (MH)	some = 20-35%
Silty CLAY	high PI	Thread 1/32"	Dense	hard (H)	and = 35-50%



FRENCH PARRELLO ASSOCIATES, P.A.

PARLIN EAST ONE • 3141 BORDENTOWN AVENUE • PARLIN, N.J. 08859

PROJECT MONMOUTH
 COUNTY RECLAMATION
 PHASE III
 PROJECT NO. 88F059

SHEET 3 OF 4
 BORING NO. III D4P
 LOCATION SEE PLAN
 OFFSET _____

DEPTH OF WATER _____ FT. W/ _____ FT. CASING OUT ON _____
 DEPTH OF WATER _____ FT. W/ ALL CASING OUT ON _____

DATE STARTED 5-16-88
 DATE FINISHED 5-23-88

GROUND ELEV. 126.83
 GROUND WATER ELEV. --

WEIGHT OF HAMMER:
 CASING _____ LBS SAMPLER 140 LBS
 INSIDE LENGTH OF SAMPLER: 24 IN.

CASING: O.D. _____ I.D. _____
 SAMPLER: O.D. 2" I.D. 1-3/8"
 COUPLING: O.D. _____ I.D. _____

HAMMER FALL ON:
 CASING _____
 SAMPLER 30"

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NUMBER	BLOWS PER 6" ON SAMPLER				PROFILE CHANGE DEPTH ELEV.	IDENTIFICATION OF SOILS / REMARKS
			0-6"	6-12"	12-18"	18-24"		
80	M	S-17	15	18	24	27	SP-SM	S-17: Green-Grey cmf SAND, trace ⁺ Silt, trace ⁻ Gravel.
	U	80'-82'						
	D							
	R							
	O	S-18	10	17	18	22	SM	S-18: Same as S-16.
	T	85'-87'						
	A							
	R							
90	Y						SM	S-19: Same as S-16.
		S-19	10	18	20	20		
		90'-92'						
							SM	S-20: Same as S-16.
		S-20	10	20	21	18		
		95'-97'						
100							SM	S-21: Same as S-16 w/iron deposits; staining.
		S-21	20	23	20	19		
		100-102'						
							SM	S-22: Reddish Orange-Brown cmf SAND, trace Silt, w/iron deposits; stained.
		S-22	20	27	22	24		
		105-107'						
110							SM	S-23: Same as S-22.
		S-23	16	21	22	20		
		110-112'						
							SM	S-24: Same as S-22.
		S-24	13	23	22	30		
		115-117'						
120								

Soils Engineer: L.E. FRENCH Contractor: TESTWELL CRAIG TEST BORING COMPANY
 Drilling Inspector: D. HALPIN Driller: R. BARTHOLOMEW

VISUAL IDENTIFICATION TERMS USED

Clayey soils	At Ball Moisture	Relative Density (D _r) of granular soils	Consistency of Clayey soils	Proportions used
Clayey SILT	slight PI	Very loose	soft (S)	trace = 1-10%
SILT & CLAY	low PI	Loose	firm (F)	little = 10-20%
CLAY & SILT	medium PI	Medium	med. hard (MH)	some = 20-35%
SILT & CLAY	high PI	Dense	hard (H)	and = 35-50%
	Thread 1/4"	0-15%	0.1-0.5 tsf	
	Thread 1/8"	15-35%	0.5-1.0 tsf	
	Thread 1/16"	35-65%	1.0-2.0 tsf	
	Thread 1/32"	65-85%	2.0-4.0 tsf	



FRENCH & PARRELLO ASSOCIATES, P.A.

PARLIN EAST ONE • 3141 BORDENTOWN AVENUE • PARLIN, N.J. 08859

PROJECT MONMOUTH
 COUNTY RECLAMATION
 PHASE III
 PROJECT NO. 88F059

SHEET 4 OF 4
 BORING NO. III D4P
 LOCATION SEE PLAN
 OFFSET _____

DEPTH OF WATER _____ FT. W/ _____ FT. CASING OUT ON _____
 DEPTH OF WATER _____ FT. W/ ALL CASING OUT ON _____

DATE STARTED 5-16-88
 DATE FINISHED 5-23-88

GROUND ELEV. 126.83
 GROUND WATER ELEV. _____

WEIGHT OF HAMMER:
 CASING _____ LBS SAMPLER 140 LBS
 INSIDE LENGTH OF SAMPLER: 24 IN.

CASING: O.D. _____ I.D. _____
 SAMPLER: O.D. 2" I.D. 1-3/8"
 COUPLING: O.D. _____ I.D. _____

HAMMER FALL ON:
 CASING _____
 SAMPLER 30"

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NUMBER	BLOWS PER 6" ON SAMPLER				PROFILE CHANGE DEPTH ELEV.	IDENTIFICATION OF SOILS / REMARKS
			0-6"	6-12"	12-18"	18-24"		
120	M	S-25	19	21	19	14	SM	S-25: Same as S-22.
	U	120-122'						
	D							
	R							
	O	S-26	16	30	29	37	127.0'	S-26: Orange-Tan c _m f SAND, trace Clayey Silt.
	T	125-127'						
	A							
	R							
	Y						-0.17	END OF BORING
130								

Soils Engineer: L.E. FRENCH Contractor: TESTWELL CRAIG TEST BORING COMPANY
 Drilling Inspector: D. HALPIN Driller: R. BARTHOLOMEW

VISUAL IDENTIFICATION TERMS USED

Soil Type	Clayey soils	At Ball Moisture	Relative Density (D _r) of granular soils	Consistency of Clayey soils	Proportions used
Clayey SILT	slight PI.	Thread 1/4"	Very loose 0-15%	soft (S) 0.1-0.5 tsf	trace = 1-10%
SILT & CLAY	low PI.	Thread 1/8"	Loose 15-35%	firm (F) 0.5-1.0 tsf	little = 10-20%
CLAY & SILT	medium PI.	Thread 1/16"	Medium 35-65%	med. hard (MH) 1.0-2.0 tsf	some = 20-35%
Silty CLAY	high PI.	Thread 1/32"	Dense 65-85%	hard (H) 2.0-4.0 tsf	and = 35-50%



FRENCH & PARRELLO ASSOCIATES, P.A.

PARLIN EAST ONE • 3141 BORDENTOWN AVENUE • PARLIN, N.J. 08859

RECLAMATION CENTER

TINTON FALLS, NJ

PROJECT NO. 88P059

SHEET _____ OF _____

BORING NO. 111S4P

LOCATION SEE PLAN

OFFSET _____

DEPTH OF WATER _____ FT. W/ _____ FT. CASING OUT ON _____

DATE STARTED 5-24-88

GROUND ELEV. 127.03

DEPTH OF WATER _____ FT. W/ ALL CASING OUT ON _____

DATE FINISHED 5-24-88

GROUND WATER ELEV. ---

WEIGHT OF HAMMER:

CASING _____ LBS SAMPLER 140 LBS

CASING: O.D. _____ I.D. _____

HAMMER FALL ON:

INSIDE LENGTH OF SAMPLER: 24 IN.

SAMPLER: O.D. 2" I.D. 1-3/8"

CASING _____

COUPLING: O.D. _____ I.D. _____

SAMPLER 30"

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NUMBER	BLOWS PER 6" ON SAMPLER				PROFILE CHANGE DEPTH ELEV.	IDENTIFICATION OF SOILS / REMARKS
			DEPTHS BELOW SURFACE, FT.					
			0-6"	6-12"	12-18"	18-24"		
0							SM	Light Grey to Yellowish-Brown f SAND, varying percentages of Gravel.
	M							
	U							
	D							
	R							
	O							
	T							
	A							
	R							
	Y							
10							SC	
	D							
	R							
	I							
	L							
	L							
	I							
	N							
	G							
20							23.0'	
							104.03 ^{MH}	Grey Clayey SILT, trace f Sand.
							25.0'	
							102.03	END OF BORING
40								

Soils Engineer: L.E. FRENCH Contractor: TESTWELL CRAIG TEST BORING COMPANY
 Drilling Inspector: D. HALPIN Driller: R. BARTHOLOMEW

VISUAL IDENTIFICATION TERMS USED

	Clayey soils	At Ball Moisture	Relative Density (Dr) of granular soils	Consistency of Clayey soils	Proportions used
Clayey SILT	slight PI	Thread 1/4"	Very loose 0-15%	soft (S) 0.1-0.5 tsf	trace = 1-10%
SILT & CLAY	low PI	Thread 1/8"	Loose 15-35%	firm (F) 0.5-1.0 tsf	little = 10-20%
CLAY & SILT	medium PI	Thread 1/16"	Medium 35-65%	med. hard (MH) 1.0-2.0 tsf	some = 20-35%
Silty CLAY	high PI	Thread 1/32"	Dense 65-85%	hard (H) 2.0-4.0 tsf	and = 35-50%
CLAY	very high PI	Thread 1/64"	Very dense 85-100%	very hard (VH) over 4.0 tsf	

THIS FORM MUST BE COMPLETED BY THE PERMITTEE OR HIS/HER AGENT

GROUND WATER
MONITORING WELL CERTIFICATION - FORM A - AS-BUILT CERTIFICATION
(One form must be completed for each well)

Name of Permittee: County of Monmouth
Name of Facility: Monmouth County Reclamation Center
Location: Tinton Falls, New Jersey
NJDEP Permit No: NJ NA

ENGINEER'S CERTIFICATION

Well Permit Number (As assigned by NJDEP's Water Allocation Section (609-984-6831)):
This number must be permanently affixed to the well casing.

2 9 2 0 8 6 7 0

Owner's Well Number (As shown on the application or plans):

III S4P

Well Completion Date:

5/24/88

Distance from Top of Casing (cap off) to ground surface (one-hundredth of a foot):

1.95

Total Depth of Well (one-tenth of a foot):

25.0

Depth to Top of Screen From Top of Casing (one-tenth of a foot):

12.0

Screen Length (feet):

10

Screen or Slot Size:

0.020

Screen Material:

PVC

Casing Material: (PVC, Steel or Other-Specify):

PVC

Casing Diameter (Inches):

2

Static Water Level From Top of Casing at The

Time of Certification (one-hundredth of a foot):

5.29

Yield (Gallons per Minute):

3

Length of time Well Pumped or Bailed:

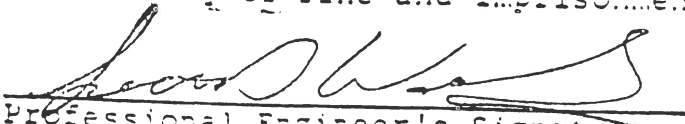
1 Hours 0 Minutes

Lithologic Log:

ATTACH ON BACK

AUTHENTICATION:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitted false information including the possibility of fine and imprisonment.


Professional Engineer's Signature

Scott D. Watkins
Professional Engineer's Name
(Please type or print)

SEAL

29173
Professional Engineer's License #

THIS FORM MUST BE COMPLETED BY THE PERMITTEE OR HIS/HER AGENT

GROUND WATER MONITORING WELL CERTIFICATION - FORM B - LOCATION CERTIFICATION

Name of Permittee: Monmouth County Board of Chosen Freeholders
 Name of Facility: Monmouth County Reclamation Center Phase III
 Location: 6000 Asbury Avenue
Tinton Falls, NJ 07753
 NJPDES Number: NJ N/A

LAND SURVEYOR'S CERTIFICATION

Well Permit Number (As assigned by NJDEP's Water Allocation Section, 609-984-6831):
 This number must be permanently affixed to the well casing.

2 9 - 2 0 8 6 7 - 0

Longitude (one-tenth of a second):
 Latitude (one-tenth of a second):
 Elevation of Top of Casing (cap off) (one-hundredth of a foot):
 Owners Well Number (As shown on the application or plans):

West 74° 06' 27.4"
 North 40° 14' 47.4"
128.82
III S 4 P

AUTHENTICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

Prepared by Birdsall Engineering, Inc.

Robert L. Farry 8/7/89
PROFESSIONAL LAND SURVEYOR'S SIGNATURE

Robert L. Farry

PROFESSIONAL LAND SURVEYOR'S NAME
 (Please print or type)

SEAL

13444

PROFESSIONAL LAND SURVEYOR'S LICENSE #

Department reserves the right in cases of violation of permit specified ground water limits or Ground Water Quality Standards (N.J.A.C. 7:9-6.1 et seq.) to require that wells be surveyed to an accuracy of one-hundredth of a second latitude and longitude. This shall be considered to require a major modification of the NJPDES permit.



PIEZOMETER INSTALLATION REPORT

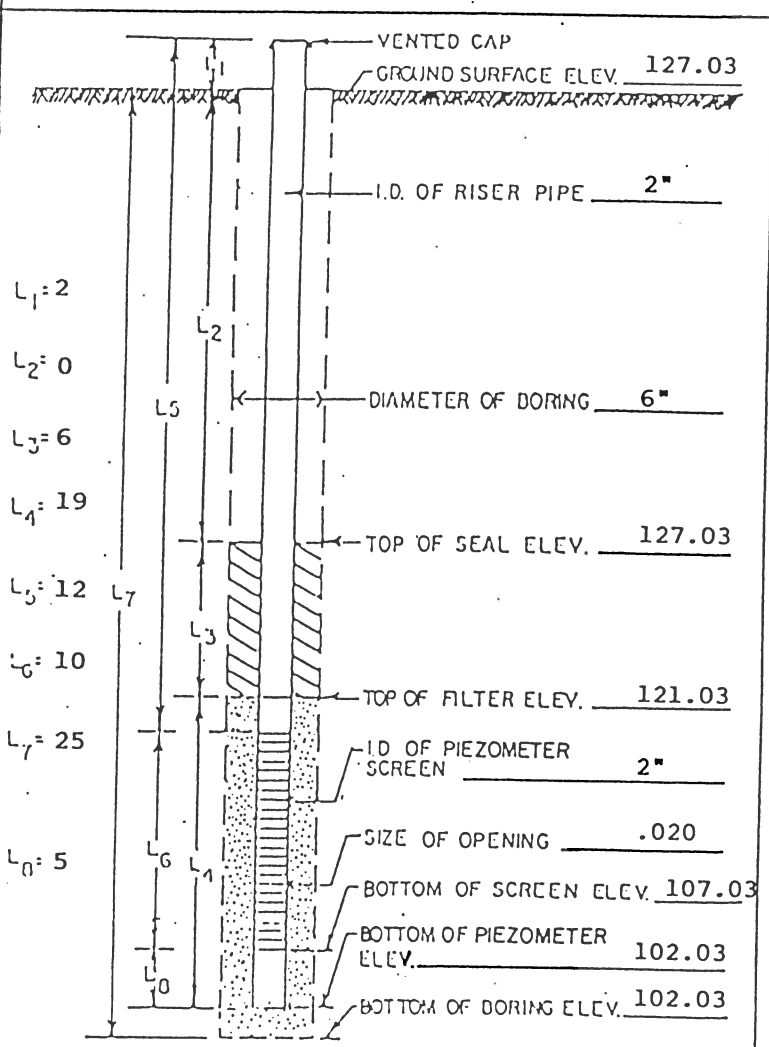
D.E.P PERMIT NO. 29-20867-0
 PROJECT MONMOUTH CO. RECLAMATION CENTER PIEZOMETER NO. 111S4P
 CONTRACTOR TESTWELL CRAIG TEST BORING CO. DATE(S) INSTALLED 5/24/88
 LOCATION TINTON FALLS, NEW JERSEY INSPECTED BY D. HALPIN
 METHOD OF INSTALLATION MUD ROTARY

METHOD OF WELL DEVELOPMENT WATER-AIR COMPRESSOR ELEV. GROUNDWATER ---
 TYPE OF PIPE 2" PVC screw joint, sch. 40
 TYPE OF BACKFILL ABOVE SEAL Bentonite grout
 TYPE OF SEAL MATERIAL Bentonite
 TYPE OF FILTER MATERIAL #1 sand

GENERALIZED BORING LOG

PIEZOMETER DETAIL

DEPTH (FT)	DESCRIPTION	SOIL SYMBOL
5	Light Grey to Yellow-Brown f SAND, trace Silt varying percentages of Gravel.	
10		
15		
20		
25	Dark Grey Silty CLAY.	
	END OF BORING	





PARLIN EAST ONE • 3141 BORDENTOWN AVENUE • PARLIN, N.J. 08859

PROJECT: RECLAMATION CENTER
TINTON FALLS, NJ
PROJECT NO. 88P059

SHEET 1 OF 1
BORING NO. 111S5P
LOCATION SEE PLAN
OFFSET 22' North

DEPTH OF WATER _____ FT. W/ _____ FT. CASING OUT ON _____
DEPTH OF WATER 5.0 FT. W/ ALL CASING OUT ON 6-1-88

DATE STARTED 6-1-88
DATE FINISHED 6-1-88

GROUND ELEV. 126.88
GROUND WATER ELEV. 121.88

WEIGHT OF HAMMER:
CASING _____ LBS SAMPLER 140 LBS
INSIDE LENGTH OF SAMPLER: 24 IN.

CASING: O.D. _____ I.D. _____
SAMPLER: O.D. 2" I.D. 1-3/8"
COUPLING: O.D. _____ I.D. _____

HAMMER FALL ON:
CASING _____
SAMPLER 30"

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NUMBER	BLOWS PER 6" ON SAMPLER				PROFILE CHANGE DEPTH ELEV.	IDENTIFICATION OF SOILS / REMARKS
			DEPTHS BELOW SURFACE, FT.	0-6"	6-12"	12-18"		
0	H	S-1	4	6	6	6	SM	S-1: Tan cmf ⁺ SAND, some f Gravel, little Silt.
	O	0'-2'						
	L							
	L							
	O							
	W	S-2	4	4	7	8	SW	S-2: Tan and Orange f SAND, some ⁺ Silt.
		5'-7'						
	S							
	T							
	E							
10	M	S-3	11	21	23	31	SW	S-3: Light Brown c ⁺ mf SAND, some f Gravel, trace Silt.
		10'-12'						
	A							
	U							
	G							
	E	S-4	17	31	29	34	SM	S-4: Same as S-3.
	R	15'-17'						
20		S-5	16	17	34	26	SM	S-5: Tan-Grey f SAND, little ⁺ Clayey Silt.
		20'-22'						
		S-6	3	3	7	12	CH	S-6: Brownish-Grey Silty CLAY, f Sand. UD-1: Dark Grey micaceous medium plastic Silty Clay. UD-2: Dark Grey CLAY & SILT, w/freq. seams of f Sand.
		25'-27'						
	UD-1 shelby	PRESS 24"						
		27'-29'	RECOVERY 24"					
	UD-2 shelby	PRESS 24"						
30		29'-31'	RECOVERY 24"				CH	END OF BORING
40								

Soils Engineer: L.E. FRENCH Contractor: TESTWELL CRAIG TEST BORING COMPANY
Drilling Inspector: G.L. HINCKA Driller: T. MULARZ

VISUAL IDENTIFICATION TERMS USED

	Clayey soils	At Ball Moisture	Relative Density (Dr) of granular soils	Consistency of Clayey soils	Proportions used
Clayey SILT	slight PI	Thread 1/4"	Very loose 0-15%	soft (S) 0.1-0.5 tsf	trace = 1-10%
SILT & CLAY	low PI	Thread 1/8"	Loose 15-35%	firm (F) 0.5-1.0 tsf	little = 10-20%
CLAY & SILT	medium PI	Thread 1/16"	Medium 35-65%	med. hard (MH) 1.0-2.0 tsf	some = 20-35%
Silty CLAY	high PI	Thread 1/32"	Dense 65-85%	hard (H) 2.0-4.0 tsf	and = 35-50%
CLAY	very high PI	Thread 1/64"	Very dense 85-100%	very hard (VH) over 4.0 tsf	

THIS FORM MUST BE COMPLETED BY THE PERMITTEE OR HIS/HER AGENT

GROUND WATER
MONITORING WELL CERTIFICATION - FORM A - AS-BUILT CERTIFICATION
(One form must be completed for each well)

Name of Permittee: Theobald
Name of Facility: Monmouth County Reclamation Center
Location: Tinton Falls, New Jersey
NJDEP Permit No: NJ NA

ENGINEER'S CERTIFICATION

Well Permit Number (As assigned by NJDEP's Water Allocation Section (609-984-6831):
This number must be permanently affixed to the well casing.

2 9 2 0 6 2 2 7

Owner's Well Number (As shown on the application or plans):

III S5P

Well Completion Date:

6/1/88

Distance from Top of Casing (cap off) to ground surface (one-hundredth of a foot):

1.08

Total Depth of Well (one-tenth of a foot):

31.0

Depth to Top of Screen From Top of Casing (one-tenth of a foot):

7.1

Screen Length (feet):

20

Screen or Slot Size:

0.020

Screen Material:

PVC

Casing Material: (PVC, Steel or Other-Specify):

PVC

Casing Diameter (Inches):

2

Static Water Level From Top of Casing at The

Time of Certification (one-hundredth of a foot):

8.4

Yield (Gallons per Minute):

2

Length of time Well Pumped or Bailed:

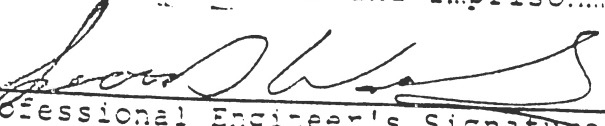
1 Hours 0 Minutes

Lithologic Log:

ATTACH ON BACK

AUTHENTICATION:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitted false information including the possibility of fine and imprisonment.


Professional Engineer's Signature

Scott D. Watkins

Professional Engineer's Name
(Please type or print)

29173

Professional Engineer's License #

SEAL

THIS FORM MUST BE COMPLETED BY THE PERMITTEE OR HIS/HER AGENT

GROUND WATER MONITORING WELL CERTIFICATION - FORM B - LOCATION CERTIFICATION

Name of Permittee: Monmouth County Board of Chosen Freeholders
 Name of Facility: Monmouth County Reclamation Center Phase III
 Location: 6000 Asbury Avenue
Tinton Falls, NJ 07753
 NJPDES Number: NJ N/A

LAND SURVEYOR'S CERTIFICATION

Well Permit Number (As assigned by NJDEP's Water Allocation Section, 609-984-6831):

2 9 - 2 0 6 2 2 - 7

This number must be permanently affixed to the well casing.

Longitude (one-tenth of a second):

West 74° 06' 26.2"

Latitude (one-tenth of a second):

North 40° 14' 40.00"

Elevation of Top of Casing (cap off)

128.02

(one-hundredth of a foot):

Owners Well Number (As shown on the application or plans):

III S5P

AUTHENTICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

Prepared by Birdsall Engineering, Inc.

Robert L. Farry 8/7/89

PROFESSIONAL LAND SURVEYOR'S SIGNATURE

Robert L. Farry

PROFESSIONAL LAND SURVEYOR'S NAME
(Please print or type)

SEAL

13444

PROFESSIONAL LAND SURVEYOR'S LICENSE #

Department reserves the right in cases of violation of permit specified ground water limits or Ground Water Quality Standards (N.J.A.C. 7:9-6.1 et seq.) to require that wells be surveyed to an accuracy of one-hundredth of a second latitude and longitude. This shall be considered to require a major modification of the NJPDES permit.



FRENCH PARRELLO
ASSOCIATES, PA

PIEZOMETER INSTALLATION REPORT

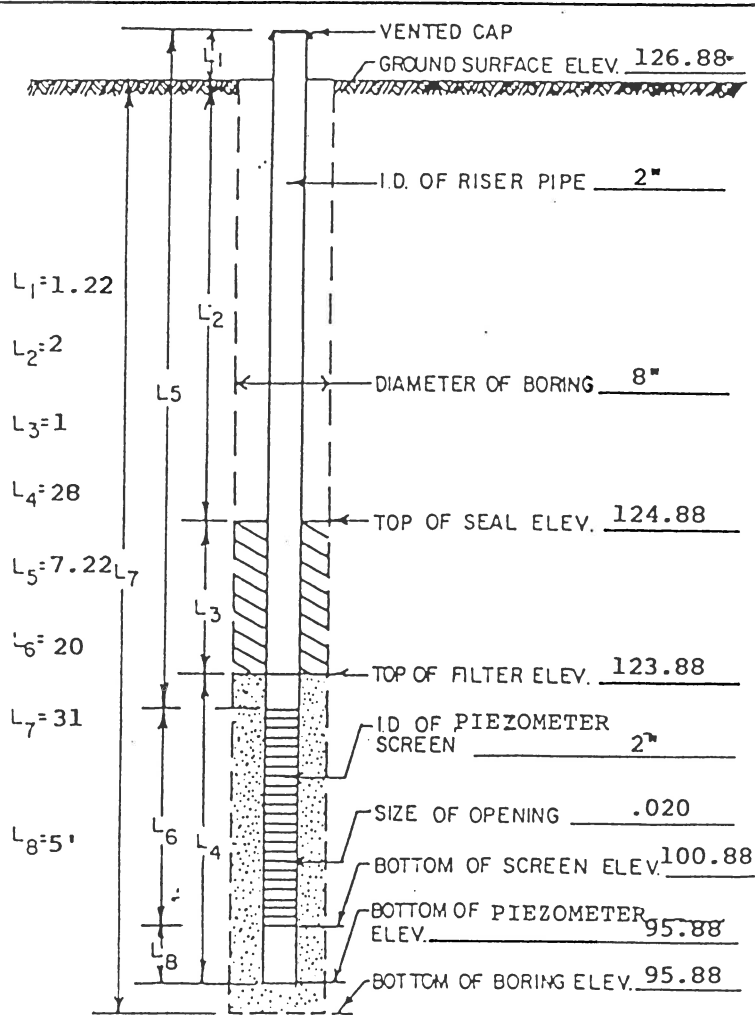
PROJECT MONMOUTH CO. RECLAMATION CENTER D.E.P PERMIT NO. 29-20622-
 CONTRACTOR TESTWELL CRAIG TEST BORING CO. PIEZOMETER NO. 111S5P
 LOCATION TINTON FALLS, NEW JERSEY DATE(S) INSTALLED 6/1/88
 METHOD OF INSTALLATION HOLLOW STEM AUGER INSPECTED BY G. HINCKA

METHOD OF WELL DEVELOPMENT WATER-AIR COMPRESSOR ELEV. GROUNDWATER 121.88
 TYPE OF PIPE 2" sch 40 PVC, screw joint
 TYPE OF BACKFILL ABOVE SEAL Grout
 TYPE OF SEAL MATERIAL Bentonite
 TYPE OF FILTER MATERIAL #1 sand

GENERALIZED BORING LOG

DEPTH (FT)	DESCRIPTION	SOIL SYMBOL
0 - 10	Light Grey to Yellow-Tan f SAND, little Silt, varying percentages of Gravel.	
10 - 30	Brown-Grey Silty CLAY, with seams of f Sand, Clay & Silt.	
30 - 31	END OF BORING	

PIEZOMETER DETAIL





FRENCH & PARRELLO ASSOCIATES, P.A.

PARLIN EAST ONE • 3141 BORDENTOWN AVENUE • PARLIN, N.J. 08859

RECLAMATION CENTER
TINTON FALLS, NJ
PROJECT NO. 88P059

BORING NO. 111S6P
LOCATION SEE PLAN
OFFSET 105' N due to access

DEPTH OF WATER _____ FT. W/ _____ FT. CASING OUT ON _____
DEPTH OF WATER _____ FT. W/ ALL CASING OUT ON _____

DATE STARTED 5-27-88
DATE FINISHED 5-27-88

GROUND ELEV. 151.47
GROUND WATER ELEV. --

WEIGHT OF HAMMER:
CASING _____ LBS SAMPLER 140 LBS
INSIDE LENGTH OF SAMPLER: 24 IN.

CASING: O.D. _____ I.D. _____
SAMPLER: O.D. 2" I.D. 1-3/8"
COUPLING: O.D. _____ I.D. _____

HAMMER FALL ON:
CASING _____
SAMPLER 30"

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NUMBER	BLOWS PER 6" ON SAMPLER				PROFILE CHANGE DEPTH ELEV.	IDENTIFICATION OF SOILS / REMARKS
			DEPTHS BELOW SURFACE, FT.	0-6"	6-12"	12-18"		
0	M	S-1	1	2	2	2	SM	S-1: Orange and Tan c ⁻ mf ⁺ SAND, and f Gravel.
	U	0'-2'						
	D							
	R							
	O	S-2	4	5	6	8		S-2: Light Brown cmf SAND, little ⁺ Clayey Silt.
	T	5'-7'						
	A							
	R							
10	Y	S-3	4	6	8	11	S-3: Orange f SAND, little Silt.	
		10'-12'						
		S-4	5	10	12	14	S-4: Light Brown f SAND, little ⁺ Clayey Silt.	
		15'-17'						
20		S-5	6	5	7	16	S-5: Same as S-4, some ⁻ Clayey Silt.	
		20'-22'						
		S-6	7	13	11	11	S-6: Grey and Tan cf SAND, and mf Gravel, little Silt (wet).	
		25'-27'						
30		S-7	4	4	7	11	S-7: TOP: (22") Light Grey and Orange f SAND, some ⁻ Silt. BOT: (2") Light Grey and Orange CLAY & SILT, trace f Sand.	
		32'-34'						
		S-8	25	46	45	80	S-8: Grey and Tan f SAND, little Silt.	
		35'-37'						
40								

Soils Engineer: L.E. FRENCH Contractor: TESTWELL CRAIG TEST BORING COMPANY
Drilling Inspector: G.L. HINCKA Driller: R. BARTHOLOMEW

VISUAL IDENTIFICATION TERMS USED

Clayey soils	At Ball Moisture	Relative Density (Dr) of granular soils	Consistency of Clayey soils	Proportions used
Clayey SILT	slight PI Thread 1/4"	Very loose 0-15%	soft (S) 0.1-0.5 tsf	trace = 1-10%
SILT & CLAY	low PI Thread 1/8"	Loose 15-35%	firm (F) 0.5-1.0 tsf	little = 10-20%
CLAY & SILT	medium PI Thread 1/16"	Medium 35-65%	med. hard (MH) 1.0-2.0 tsf	some = 20-35%
Silty CLAY	high PI Thread 1/32"	Dense 65-85%	hard (H) 2.0-4.0 tsf	and = 35-50%
CLAY	very high PI Thread 1/64"	Very dense 85-100%	very hard (VH) over 4.0 tsf	



FRENCH & PARRELLO ASSOCIATES, P.A.

PARLIN EAST ONE • 3141 BORDENTOWN AVENUE • PARLIN, N.J. 08859

RECLAMATION CENTER
TINTON FALLS, NJ
PROJECT NO. 88P059

BORING NO. 111S6P
LOCATION SEE PLAN
OFFSET

DEPTH OF WATER _____ FT. W/ _____ FT. CASING OUT ON _____
DEPTH OF WATER _____ FT. W/ ALL CASING OUT ON _____

DATE STARTED 5-27-88
DATE FINISHED 5-27-88

GROUND ELEV. 151.47
GROUND WATER ELEV. _____

WEIGHT OF HAMMER:
CASING _____ LBS SAMPLER 140 LBS
INSIDE LENGTH OF SAMPLER: 24 IN.

CASING: O.D. _____ I.D. _____
SAMPLER: Q.D. 2" I.D. 1-3/8"
COUPLING: O.D. _____ I.D. _____

HAMMER FALL ON:
CASING _____
SAMPLER 30"

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NUMBER DEPTHS BELOW SURFACE, FT.	BLOWS PER 6" ON SAMPLER				PROFILE CHANGE DEPTH ELEV.	IDENTIFICATION OF SOILS / REMARKS
			0-6"	6-12"	12-18"	18-24"		
40	M	S-9	27	37	35	41	SM	S-9: Light Brown m ⁻ f SAND, little ⁺ Clayey Silt.
	U	40'-42'						
	D							
	R							
	O	S-10	8	7	5	5	48.0'	S-10: Grey and Tan SILT & CLAY, w/seams of f Sand.
	T	45'-47'						
	A	UD-1 shelby PRESS 24"						
	R	47'-49'	RECOVERY			20"		103.47
50	Y	S-12	5	9	11	15	SC 51.0'	S-12: Dark Grey SILT & CLAY, little ⁺ f Sand.
		49'-51'						
	D						100.47	END OF BORING
	R							
	I							
	L							
	L							
	I							
	N							
	G							

Soils Engineer: L.E. FRENCH Contractor: TESTWELL CRAIG TEST BORING COMPANY
Drilling Inspector: G.L. HINCKA Driller: R. BARTHOLOMEW

Soil Type	Clayey soils	At Ball Moisture	Relative Density (D _r) of granular soils	Consistency of Clayey soils	Proportions used
Clayey SILT	slight PI	Thread 1/4"	Very loose 0-15 %	soft (S) 0.1-0.5 tsf	trace = 1-10 %
SILT & CLAY	low PI	Thread 1/8"	Loose 15-35 %	firm (F) 0.5-1.0 tsf	little = 10-20 %
CLAY & SILT	medium PI	Thread 1/16"	Medium 35-65 %	med. hard (MH) 1.0-2.0 tsf	some = 20-35 %
Silty CLAY	high PI	Thread 1/32"	Dense 65-85 %	hard (H) 2.0-4.0 tsf	and = 35-50 %
CLAY	very high PI	Thread 1/64"	Very dense 85-100 %	very hard (VH) over 4.0 tsf	

GROUND WATER
MONITORING WELL CERTIFICATION - FORM A - AS-BUILT CERTIFICATION
(One form must be completed for each well).

Name of Permittee: County of Monmouth
Name of Facility: Monmouth County Reclamation Center
Location: Tinton Falls, New Jersey
NJDEP Permit No: NJ NA

ENGINEER'S CERTIFICATION

Well Permit Number (As assigned by NJDEP's Water Allocation Section (609-984-6331):
This number must be permanently affixed to the well casing.

2 9 - 2 0 5 9 3 - 0

Owner's Well Number (As shown on the application or plans):

III S6P

Well Completion Date:

5/27/88

Distance from Top of Casing (cap off) to ground surface (one-hundredth of a foot):

1.82

Total Depth of Well (one-tenth of a foot):

48.0

Depth to Top of Screen From Top of Casing (one-tenth of a foot):

19.8

Screen Length (feet):

20

Screen or Slot Size:

0.020

Screen Material:

PVC

Casing Material: (PVC, Steel or Other-Specify):

PVC

Casing Diameter (Inches):

2

Static Water Level From Top of Casing at The

Time of Certification (one-hundredth of a foot):

33.94

Yield (Gallons per Minute):

2

Length of time Well Pumped or Bailed:

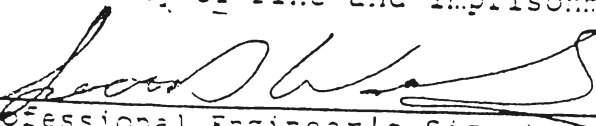
2 Hours 0 Minutes

Lithologic Log:

ATTACH ON BACK

AUTHENTICATION:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitted false information including the possibility of fine and imprisonment.


Professional Engineer's Signature

Scott D. Watkins

Professional Engineer's Name
(Please type or print)

29173

Professional Engineer's License #

SEAL

GROUND WATER MONITORING WELL CERTIFICATION - FORM B - LOCATION CERTIFICATION

Name of Permittee: Monmouth County Board of Chosen Freeholders
Name of Facility: Monmouth County Reclamation Center Phase III
Location: 6000 Asbury Avenue
Tinton Falls, NJ 07753
NJPDES Number: NJ N/A

LAND SURVEYOR'S CERTIFICATION

Well Permit Number (As assigned by NJDEP's Water Location Section, 609-984-6831):
This number must be permanently affixed to the well casing.

2 9 - 2 0 5 9 3 - 0

Latitude (one-tenth of a second):
Longitude (one-tenth of a second):
Elevation of Top of Casing (cap off) (one-hundredth of a foot):
Well Number (As shown on the application plans):

West 74° 06' 35.4"
North 40° 14' 41.3"
153.57
III S 6 P

CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

Prepared by Birdsall Engineering, Inc.
Robert L. Farry 8/17/89
PROFESSIONAL LAND SURVEYOR'S SIGNATURE

Robert L. Farry

PROFESSIONAL LAND SURVEYOR'S NAME
(Please print or type)

SEAL

13444

PROFESSIONAL LAND SURVEYOR'S LICENSE #

The Department reserves the right in cases of violation of permit specified ground water quality standards (N.J.A.C. 7:9-6.1 et seq.) to require that wells be re-surveyed to an accuracy of one-hundredth of a second latitude and longitude. This shall be considered to require a major modification of the NJPDES permit.

New Jersey Department of Environmental Protection
Bureau of Water Allocation
MONITORING WELL RECORD

Well Permit No. 29 - 41293

Atlas Sheet Coordinates 29 : 23 : 101

OWNER IDENTIFICATION - Owner MONMOUTH COUNTY REG. MATT
Address 6000 ASBURY AVE
City TINTON FALLS State NJ Zip Code _____

WELL LOCATION - If not the same as owner please give address. Owner's Well No. MW22K
County MONMOUTH Municipality TINTON FALLS BO Lot No. 12 Block No. 132
Address 6000 ASBURY AVE

DATE WELL STARTED 10/5/99
DATE WELL COMPLETED 10/3/99

TYPE OF WELL (as per Well Permit Categories) MONITORING
Regulatory Program Requiring Well _____ Case I.D.# _____

CONSULTING FIRM/FIELD SUPERVISOR (if applicable) BIRDSALL ENGINEERING Tele. # (732) 681-1165

WELL CONSTRUCTION

Total depth drilled 31 ft.
Well finished to 30 ft.

Borehole diameter:
Top 8 in.
Bottom 8 in.

Well was finished: above grade
 flush mounted

If finished above grade, casing height (stick up) above land surface 3 ft.

Was steel protective casing installed?
 Yes No

Static water level after drilling 24.5 ft.

Water level was measured using TAPE

Well was developed for 2 hours
at 10 gpm

Method of development AIRLIFT

Was permanent pumping equipment installed? Yes No

Pump capacity _____ gpm

Pump type: _____

Drilling Fluid MUD Type of Rig CT250

Health and Safety Plan submitted? Yes No

Level of Protection used on site (circle one) None (D) C B A

I certify that I have constructed the above referenced well in accordance with all well permit requirements and applicable State rules and regulations.

Drilling Company DIAMOND DRILLING CO., INC.

Well Driller (Print) MIKE KURZYNOWSKI

Driller's Signature [Signature]

Registration No. 1276 Date 10/27/99

Note: Measure all depths from land surface	Depth to Top (ft.)	Depth to Bottom (ft.)	Diameter (inches)	Material	Wgt./Rating (lbs/sch no.)
Single/Inner Casing	<u>26"</u>	<u>20'</u>	<u>4</u>	<u>PVC</u>	<u>SC440</u>
Middle Casing (for triple cased wells only)					
Outer Casing (largest diameter)					
Open Hole or Screen (No. Used)	<u>20'</u>	<u>30'</u>	<u>4</u>	<u>PVC</u>	<u>.020</u>
Blank Casings (No. Used)					
Tail Piece					
Gravel Pack	<u>18</u>	<u>31</u>	<u>8</u>	<u>MORALE</u>	<u>#1</u>
Grout	<u>0</u>	<u>18</u>	<u>8</u>	<u>Neat Cement Bentonite</u>	<u>300 lbs. 15 lbs.</u>

Grouting Method TREMMIE
Drilling Method MUD ROTARY

GEOLOGIC LOG	
Note each depth where water was encountered in consolidated formations.	
<u>0-13'6"</u>	<u>BROWN MEDIUM TO FINE SAND</u>
<u>13'6"-19'</u>	<u>YELLOW SILTY CLAY</u>
<u>19-32'</u>	<u>YELLOW WHITE FINE SILTY SAND TRAIL PERL GRAVEL</u>

MONITORING WELL CERTIFICATION FORM B – LOCATION CERTIFICATION

Name of Owner: Monmouth County

Name of Facility: Monmouth County Reclamation Center

Location: Tinton Falls, NJ

Case Number(s): _____ (UST #, ISRA #, Incident #, or EPA #)

Job #
49007.234

LAND SURVEYOR'S CERTIFICATION

Well Permit Number: 29 - 41253 - _____
(This number must be permanently affixed to the well casing)

Owner's Well Number (As shown on application or plans MW-22K)

Geographic Coordinates NAD 83 (to nearest 1/10 of second):

Longitude: West 74° 6' 31.7" Latitude: North 40° 14' 36.9"

New Jersey State Plane Coordinates NAD 83 to nearest 10 feet:

North: 513880 East: 601321

Elevation of Top Inner Casing (cap off) at reference mark (nearest 0.01'): 138.83'

Source of elevation datum (benchmark, number/description and elevation/datum. If an on-site datum is used, identify here, assume datum of 100', and give approximated actual elevation.)

NAVD88 – GPS – CORS STATION NJIT

Significant observations and notes: _____

AUTHENTICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

SEAL


PROFESSIONAL LAND SURVEYOR'S SIGNATURE

11/24/87
DATE

DONALD M. ABBOTT N.J. NO. 27493
PROFESSIONAL LAND SURVEYOR'S NAME AND LICENSE NUMBER

Lynch, Giuliano & Assoc., Inc. 582 Plaza Terrace East, Brick, N.J. 08723 (732) 477-3330
PROFESSIONAL LAND SURVEYOR'S ADDRESS & PHONE NUMBER

New Jersey Department of Environmental Protection
Bureau of Water Allocation
MONITORING WELL RECORD

Well Permit No. 29 - 41254

Atlas Sheet Coordinates 29 ; 23 191

OWNER IDENTIFICATION - Owner MONMOUTH COUNTY RECLAMATI
Address 6000 ASBURY AVE
City TIRTON FALLS State NJ Zip Code _____

WELL LOCATION - If not the same as owner please give address. Owner's Well No. MW 221
County MONMOUTH Municipality TIRTON FALLS 60 Lot No. 37 Block No. 157
Address 6000 ASBURY AVE

DATE WELL STARTED 10 / 6 / 99
DATE WELL COMPLETED 10 / 7 / 99
TYPE OF WELL (as per Well Permit Categories) MONITORING
Regulatory Program Requiring Well _____ Case I.D.# _____

CONSULTING FIRM/FIELD SUPERVISOR (if applicable) BIRDYALL ENGINEERING Tele. # (732) 681-1165

WELL CONSTRUCTION

Total depth drilled 79 ft.
Well finished to 79 ft.

Borehole diameter:
Top 12 in.
Bottom 8 in.

Well was finished: above grade
 flush mounted

If finished above grade, casing height (stick up) above land surface 26 ft.

Was steel protective casing installed?
 Yes No

Static water level after drilling 503 ft.

Water level was measured using TAPE

Well was developed for 2 hours
at 10 gpm

Method of development AIRLIFT

Was permanent pumping equipment installed? Yes No

Pump capacity _____ gpm

Pump type: _____

Drilling Fluid MUD Type of Rig CT250

Health and Safety Plan submitted? Yes No

Level of Protection used on site (circle one) None C B A

I certify that I have constructed the above referenced well in accordance with all well permit requirements and applicable State rules and regulations.

Drilling Company DIAMOND DRILLING CO., INC.

Well Driller (Print) MIKE KUBZINOWSKI

Driller's Signature [Signature]

Registration No. 1276 Date 10 / 27 / 99

Note: Measure all depths from land surface	Depth to Top (ft.)	Depth to Bottom (ft.)	Diameter (inches)	Material	Wgt./Rating (lbs/sch no.)
Single/Inner Casing	<u>2'6"</u>	<u>55</u>	<u>4"</u>	<u>PVC</u>	<u>SCH 40</u>
Middle Casing (for triple cased wells only)					
Outer Casing (largest diameter)	<u>0</u>	<u>40</u>	<u>8</u>	<u>STEEL</u>	<u>SCH 40</u>
Open Hole or Screen (No. Used)	<u>55</u>	<u>75</u>	<u>4</u>	<u>PVC</u>	<u>.020</u>
Blank Casings (No. Used)					
Tail Piece	<u>75</u>	<u>77</u>	<u>4</u>	<u>PVC</u>	<u>SCH 40</u>
Gravel Pack	<u>52</u>	<u>79</u>			
Grout	<u>0</u>	<u>40</u>	<u>10"</u>	<u>Neat Cement Bentonite</u>	<u>2500 lbs. 150 lbs.</u>

Grouting Method TREMMIE
Drilling Method MUD ROTARY

GEOLOGIC LOG	
Note each depth where water was encountered in consolidated formations.	
<u>0-13'</u>	<u>BROWN MEDIUM TO FINE SAND</u>
<u>13'6" - 19'</u>	<u>YELLOW SILTY CLAY</u>
<u>19-35'</u>	<u>YELLOW WHITE FINE SILTY SAND TRACE PEA GRAVEL</u>
<u>35-53'</u>	<u>BLACK SILTY CLAY</u>
<u>53-79'</u>	<u>SCREEN MEDIUM TO FINE SAND</u>

MONITORING WELL CERTIFICATION FORM B – LOCATION CERTIFICATION

Name of Owner: Monmouth County

Name of Facility: Monmouth County Reclamation Center

Location: Tinton Falls, NJ

Case Number(s): _____ (UST #, ISRA #, Incident #, or EPA #)

LAND SURVEYOR'S CERTIFICATION

Well Permit Number: 29 - 41254 -
(This number must be permanently affixed to the well casing)

*Job H
49007.239*

Owner's Well Number (As shown on application or plans MW-22V)

Geographic Coordinates NAD 83 (to nearest 1/10 of second):

Longitude: West 74° 6' 31.7" Latitude: North 40° 14' 36.9"

New Jersey State Plane Coordinates NAD 83 to nearest 10 feet:

North: 513890 East: 601320

Elevation of Top Inner Casing (cap off) at reference mark (nearest 0.01'): 138.65

Source of elevation datum (benchmark, number/description and elevation/datum. If an on-site datum is used, identify here, assume datum of 100', and give approximated actual elevation.)

NAVD88 – GPS – CORS STATION NJIT

Significant observations and notes: _____

AUTHENTICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

SEAL


PROFESSIONAL LAND SURVEYOR'S SIGNATURE

11/24/11
DATE

DONALD M. ABBOTT N.J. NO. 27493
PROFESSIONAL LAND SURVEYOR'S NAME AND LICENSE NUMBER

Lynch, Giuliano & Assoc., Inc. 582 Plaza Terrace East, Brick, N.J. 08723 (732) 477-3330
PROFESSIONAL LAND SURVEYOR'S ADDRESS & PHONE NUMBER