

Delaware Solid Waste Authority

Southern Solid Waste Facility - 1

Operations Bid Package

Contract DSWA-193

May 1989

DELAWARE SOLID WASTE AUTHORITY
SOUTHERN SOLID WASTE FACILITY - 1
(SSWF-1)

CONTRACT DSWA-193

OPERATION BID PACKAGE

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DELAWARE SOLID WASTE AUTHORITY

SOUTHERN SOLID WASTE FACILITY-1
(SSWF-1)

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OPERATION BID PACKAGE

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DELAWARE SOLID WASTE AUTHORITY
POST OFFICE BOX 455
DOVER, DELAWARE 19903-0455

**NOTICE TO BIDDERS
(CONTRACT DSWA-193)**

Sealed Bids, in quintuplicate (5), for the Operation of the Southern Solid Waste Facility-1, located near Jones Crossroads, Sussex County, Delaware, will be received by the Delaware Solid Waste Authority at the Authority office, 1128 South Bradford Street, Dover, Delaware, until 2:00 p.m., prevailing time, on June 19, 1989, at which time all Bids will be opened and read aloud.

The Bid Package may be obtained, upon payment of \$75.00, non-refundable, at the Authority's office, 1128 South Bradford Street, Dover, Delaware, during regular working hours, 8:00 a.m. to 4.30 p.m.

Each Bid shall be accompanied by a certified check or surety company's bid bond, drawn to the order of the Delaware Solid Waste Authority on the form provided and in an amount not less than ten percent (10%) of the "Total Extended Amount of the Bid" as a guarantee that if the Bid is accepted, a Contract will be entered into and the performance thereby properly secured. Each Bid also must be accompanied by proof that the Bidder is licensed to conduct business in the State of Delaware. Proof of same for any subcontractor must be furnished prior to execution of the Contract.

The work to be accomplished in this Contract is briefly described as follows:

Furnishing all labor, supervision, materials, equipment, and transportation for the operation of Southern Solid Waste Facility-1 during the four year period beginning September 17, 1989, in strict accordance with the specifications, Drawings, any conditions of the DNREC Permit Number SW 86/01, the Regulations Governing Solid Waste in the State of Delaware and any other applicable State or Federal government regulations.

A pre-bid conference is scheduled for June 5, 1989, at 10:00 a.m. at the Authority's office, 1128 South Bradford Street, Dover, Delaware.

The CONTRACTOR will be required to execute the Contract and to furnish a Performance/Payment Bond for the Work, in the amount of one hundred percent (100%) of the Contract Price on forms provided by the AUTHORITY. The CONTRACTOR will also be required to furnish evidence of insurance coverage as required by the Contract Documents.

Notice to Bidders
Contract DSWA-193
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The Delaware Solid Waste Authority reserves the right to accept or reject any or all Bids which in its judgement is for the best interest of the AUTHORITY, and all Bidders are notified that such acceptance or rejection shall be without liability on the part of the AUTHORITY for any action brought by any Bidder because of such acceptance or rejection, nor shall the Bidders seek any recourse of any kind against the AUTHORITY because of such acceptance or rejection. The submittal of a Bid in response to this Notice shall constitute an agreement of the Bidder to these conditions.

All Bids shall be sealed, marked, and addressed as follows:

Delaware Solid Waste Authority
Post Office Box 455
Dover, Delaware 19903-0455
Attention: N.C. Vasuki, P.E.
General Manager

BID FOR: Operation of the Southern Solid Waste Facility-1,
Contract DSWA-193

No Bidder may withdraw his Bid within ninety (90) days after the actual date of opening thereof.

Delaware Solid Waste Authority

N.C. Vasuki, General Manager

MAY, 1989

PLEASE PUBLISH IN:

DELAWARE STATE NEWS
MORNING AND EVENING NEWS JOURNAL (ALL EDITIONS)

PLEASE PUBLISH ON:

MONDAY, MAY 15, 1989, AND
MONDAY, MAY 22, 1989

PLEASE BILL:

N.C. VASUKI
GENERAL MANAGER
DELAWARE SOLID WASTE AUTHORITY
P.O. BOX 455
DOVER, DE 19901-0455
(302) 736-5351

CONTRACT DSWA-193

THIS AGREEMENT made and entered into this _____ day of _____, 1989, by and between the Delaware Solid Waste Authority, hereinafter known as the AUTHORITY, Party of the First Part, and (fill in one)

a CORPORATION known as _____

organized and existing under the laws of the State of _____

a PARTNERSHIP known as _____

consisting of the following partners _____

an INDIVIDUAL _____

trading as _____

whose address is _____

City of _____, State of _____

hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH, that the parties hereto for the consideration stated to mutually agree as follows:

ARTICLE I. Scope of Work. The CONTRACTOR agrees to furnish all labor, superintendence, transportation, materials, equipment, plant, and other utilities and facilities for; perform all Work necessary for or incidental to, and to perform all other obligations imposed by this Contract for the Complete Work in connection with the Operation of the Southern Solid Waste Facility-1 herein called for, all in strict accordance with the Contract Documents, attached hereto or referred to herein, all of which are made a part hereof and designated as follows:

- | | |
|--|----------------------------|
| a. Notice to Bidders | g. Notice to Proceed |
| b. Bid | h. Drawings |
| c. This Agreement
(Contract DSWA-193) | i. Addenda, if any |
| d. Performance/Payment Bond | j. Hold Harmless Agreement |
| e. Insurance Certificate | k. Experience Record |
| f. Specifications | l. Equipment List |
| | m. List of Subcontractors |

The Specifications, Addenda, and Drawings are more particularly designated as follows:

Specifications: Delaware Solid Waste Authority; Southern Solid Waste Facility-1 (SSWF-1) Operation of Cell 2; Contract DSWA-193; Bid Package

Addenda Numbers (if any): _____

Drawings (including Revisions, if any):

- Drawing E-CE-222 Proposed Subgrade
- Drawing E-CE-224 Sections & Details
- Drawing E-CE-233 Plan & Section
- Drawing E-CE-240 Finish Grading
- Drawing E-CE-241 Sections
- Drawing E-CE-242 Sections
- Drawing E-CE-243 Sections
- Drawing E-CE-244 Sections & Details

ARTICLE II. Time of Completion. The CONTRACTOR agrees that the work to be performed under this Contract shall commence upon five days notice by the AUTHORITY and that the Work shall be completed upon expiration of the last day of operation in Cell 2 as covered by the Contract Documents, unless otherwise terminated sooner by the AUTHORITY.

ARTICLE III. The Contract Prices. The AUTHORITY will pay and the CONTRACTOR will receive and accept in full performance of the CONTRACTOR's obligations hereunder the unit price for the item set forth in the CONTRACTOR's bid; and in the manner as specified in the Contract Documents.

ARTICLE IV. Disposal of Contract. The CONTRACTOR shall keep the Contract under his own control, and shall not sublet, sell, transfer, or assign by power of attorney or otherwise dispose of the Contract or any portion thereof or his right title, or interest therein, to any person, firm, or corporation without the written consent of the AUTHORITY.

CONTRACT DSWA - 193

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their proper officers to be affixed thereto in quintuplicate (5), on the day and year first above written.

DELAWARE SOLID WASTE AUTHORITY

Attest :

By: _____
General Manager

Signature

Name Typed or Legibly Written

CONTRACTOR

Attest :

By: _____
Signature

Signature

Name Typed or Legibly Written

Name Typed or Legibly Written

By: _____
Signature

Name Typed or Legibly Written

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS , that _____

.._____
hereinafter called CONTRACTOR, has entered into a Contract with the Delaware Solid Waste Authority, hereinafter called the AUTHORITY, dated _____, for Contract DSWA – 193.

NOW, THEREFORE, in consideration of the award of said Contract to the CONTRACTOR, as well as other good and valuable consideration, CONTRACTOR, intending to be legally bound hereby, agrees to indemnify and save harmless the Authority and its officers and employees from and against all claims, damages, losses, and expenses (including attorney’s fees) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense, including land, air, water, or groundwater pollution (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by any act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage. loss or expense is caused in part by AUTHORITY.

In any and all claims against AUTHORITY or any of its agents, officers, or employees by any employee of the CONTRACTOR or any subcontractor or anyone directly or indirectly employed by any of them or any one for whose acts any one or more of them may be liable, the indemnification obligation of the CONTRACTOR hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under the Workmen’s Compensation Act, or any disability benefit acts or any other employee benefit act of the State of Delaware or any other state.

CONTRACTOR

By _____
Signature

By _____
Name Typed or Legibly Written

Attest:

Signature

Name Typed or Legibly Written

Date: _____

PERFORMANCE / PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____
_____, as Principal (the "Principal"), and
_____, a corporation
organized and existing under the laws of the _____ of _____,
as Surety (the "Surety"), are held and firmly bound unto the Delaware Solid Waste Authority,
as Oblige (the "Oblige"), as hereinafter set forth, in the full and just sum of
_____ Dollars (\$ _____) , lawful money
of the United States of America, for the payment of which sum we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WITNESSETH THAT:

WHEREAS ,the Principal heretofore has submitted to the Oblige a certain bid, dated
_____, 19 ____ (the "Bid"), to construct and operate for the
Oblige, in connection with _____
_____, pursuant to plans, specifications, and
other related documents constituting the Contract Documents, which are incorporated into the
Bid by reference (the "Contract Documents"),
and

PERFORMANCE / PAYMENT BOND

WHEREAS, it is also a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, interalia, that if the Principal shall furnish this Bond to the Obligee and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work ("Agreement"), for form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: (a) the Principal well, truly, and faithfully shall comply with and shall perform the Agreement for the Work in accordance with the Contract Documents at the time and in the manner provided in the Agreement and demands incurred in or related to the performance of the Agreement for the Work by the Principal or growing out of the performance of the Agreement for the Work by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents, and employees from any and all costs and damages which the Obligee and all its officers, agents, and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal; (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the Period of one (1) year from the date of completion by the Principal and acceptance of the Obligee of the Work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgement of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship; and (c) if the Principal and any subcontractor of the Principal to whom any portion of the Work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the Work in accordance with the Agreement and in accordance with the Contract Documents including any amendment, extension, or addition to the Agreement and / or to the Contract Documents for material furnished or labor supplied or labor performed, then this Bond shall be void; otherwise this Bond shall be and shall remain in force and effect.

This Bond also shall be for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the Work covered by the Agreement including any amendment, extension, or

PERFORMANCE / PAYMENT BOND

addition to the Agreement. The term “claimant”, when used herein, shall mean any individual, firm, partnership, association, or corporation. The phrase “labor or materials”, when used herein, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the Work covered by the Agreement. The provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public work contemplated by the Contract Documents and the Agreement.

The Principal and the surety agree that any claimant, who has performed labor or furnished material in the prosecution of the Work in accordance with the Agreement and in accordance with the Contract Documents for the Work, including any amendment, extension, or addition to the Agreement, and / or to the Contract Documents, and who has not been paid therefor, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last such materials for which payment is claimed, may institute an action upon this bond, in the name of the Claimant, in assumpsit, to recover any amount due to claimant for such labor or material, and may prosecute such action to final judgement and may have execution upon the judgement, provided , however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice to the Principal, within ninety days (90) days from the date upon which such claimant performed the last of the labor or furnished the substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished, (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or materials was supplied, for the payment of which such action is instituted by the claimant, and (c) every action upon this Bond shall be instituted either in the appropriate court of the county where the Agreement is to be performed or of such other county as statutes shall provide, or in the United States District Court for the District in which the project, to which the Agreement relates, is situated, and not elsewhere.

The Principal and Surety agree that any alterations, changes and / or additions to the Contract Documents, and /or any alterations, changes and /or additions to the Work to be performed under the Agreement in accordance with the Contract Documents, and /or any alterations, changes and/or additions to the Agreement, and/or any giving by the Oblige of any extensions of the time for the performance of the Agreement in accordance with the Contract Documents and/or any act of forbearance of either the Principal or the Oblige toward the

PERFORMANCE / PAYMENT BOND

other with respect to the Contract Documents and the Agreement, and /or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this bond; and the Surety, for value received does waive notice of any alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the Principal and the Surety cause this bond to be signed, sealed and delivered this _____ day of _____, 19__ .

(Individual Principal)

Witness

_____	_____ (SEAL)
Signature	(Individual) Signature
_____	_____
Name Typed or Legibly Written	Name Typed or Legibly Written
	Trading and Doing Business as

	Typed

(Partnership Principal)

	(Name of Partnership) Typed
Witness:	
_____	By: _____ (SEAL)
Signature	(Partner) Signature
_____	By: _____
Name Typed or Legibly Written	Name Typed or Legibly Written
_____	By: _____ (SEAL)
Signature	(Partner) Signature
_____	By: _____
Name Typed or Legibly Written	Name Typed or Legibly Written

PERFORMANCE / PAYMENT BOND

Signature By: _____(SEAL)
(Partner) Signature

Name Typed or Legibly Written By: _____
Name Typed or Legibly Written

Signature By: _____(SEAL)
(Partner) Signature

Name Typed or Legibly Written By: _____
Name Typed or Legibly Written

(Corporation Principal)

Attest: _____
(Name of Corporation) Typed

(Assistant Secretary) Signature By _____(SEAL)
(President) Signature

Name Typed or Legibly Written By _____
Name Typed or Legibly Written

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation) Typed

Witness:

Signature *By: _____(SEAL)
(Authorized Representative)
Signature

Name Typed or Legibly Written By: _____
Name Typed or Legibly Written

* Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation

PERFORMANCE / PAYMENT BOND

(Corporate Surety)

(Name of Corporation)

Witness:

Signature

**By: _____(SEAL)
(Authorized Representative)
Signature

Name Typed or Legibly Written

By: _____
Name Typed or Legibly Written

** Attach an appropriate Power of Attorney, dated as the same date as the bond, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

CERTIFICATE OF INSURANCE

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ hereby certifies that _____
(Name of Insurance Company)

_____ is insured through us, for the
(CONTRACTOR)

Operation of SSWF-1 at Jones Crossroads, Delaware, for the Delaware Solid Waste Authority.

The Company further certifies that the CONTRACTOR carries the following forms of insurance in accordance with the Contract Specifications:

	<u>Type of coverage</u>	<u>Minimum Limits</u>	<u>Policy Number</u> <u>Expiration Date</u>
1.	Workmen's Compensation (Including coverage under United States Longshoremen's and Harbor Workers Act, where applicable).	Coverage A Delaware Statutory (Broad Form All States Endorsement)	
	Employer's Liability	\$ 100,000	
2.	Comprehensive General (Public) Liability, including the following:		
	a. Premises / Operations		
	Bodily Injury	\$1,000,000 ea. occur. \$1,000,000 aggregate	
	Property damage	\$ 500,000 ea. occur. \$ 500,000 aggregate	
	b. XCU coverage covering explosion, collapse, underground damage or blasting hazards where applicable		
	Bodily Injury	\$1,000,000 ea. occur. \$1,000,000 aggregate	
	Property damage	\$ 500,000 ea. occur. \$ 500,000 aggregate	

<u>Type of coverage</u>	<u>Minimum Limits</u>	<u>Policy Number</u> <u>Expiration Date</u>
c. Products – Completed Operations Coverage until two years after substantial completion to be provided by endorsement or issuance of separate policy of insurance in name of Owner		
d. Contractual Liability insuring the Hold Harmless and Indemnification Agreement		
Bodily Injury	\$1,000,000 ea. occur. \$1,000,000 aggregate	
Property damage	\$ 500,000 ea. occur. \$ 500,000 aggregate	
e. Personal Injury Liability, full coverage 0% participation, exclusion C deleted	\$1,000,000 aggregate	
f. CONTRACTOR's Protective Liability (if subcontractors are employed).		
Bodily Injury	\$1,000,000 ea. person \$1,000,000 ea. occur.	
Property damage	\$ 500,000 ea. occur. \$ 500,000 aggregate	
g. Delaware Solid Waste Authority as additional named insured (it is permissible to restrict endorsement in this regard limiting coverage to a designated premise or designated Contract).		

	<u>Type of coverage</u>	<u>Minimum Limits</u>	<u>Policy Number</u> <u>Expiration Date</u>
3.	Automobile Liability		
	Bodily Injury	\$ 500,000 ea. person. \$1,000,000 ea. accident	
	Property damage	\$1,000,000 ea. accident.	
	or		
	Combined Single Limit Bodily Injury/Property Damage	\$1,000,000	

The above information is hereby certified as true and correct by

(Name of Agent)

a legal agent for _____

(Name of Company)

who also agrees in the event of cancellation of the insurance the Company agrees to give notice to the party at whose request this certificate is issued thirty (30) days before the date of cancellation, this _____ day of _____, 1989.

(Signature of Agent)

(Name of Agent, Please Type)

(Address of Agent)

(Telephone number)

(SEAL)

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY OR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE EXTENDED BY THE POLICIES LISTED HERE.

DELAWARE SOLID WASTE AUTHORITY
SOUTHERN SOLID WASTE FACILITY-1
(SSWF-1)
CONTRACT DSWA-193

INTRODUCTION

The Delaware Solid Waste Authority (DSWA) solicits Bids for the Operation of the Southern Solid Waste Facility-1 near Jones Crossroads, Delaware for a Period of four (4) years with the option to extend this Contract beyond four (4) years, for a period not to exceed one (1) year, beginning September 17, 1989. General requirements and specifications for operation are set forth elsewhere within this bid package.

Operation shall be on a cost/ton basis for three (3) separate time periods for all solid waste disposed of at the Southern Solid Waste Facility-1, with a minimum of 100,000 tons guaranteed annually. Bid prices are requested for the first two years of operation, the second two years of operation, and the remaining operation of Cell 2 if needed but not to exceed one year. Guaranteed minimum tonnage during the fifth year of operation shall be prorated on a calendar day basis from 100,000 tons for 365 calendar days, as further described in Section 3:12 of the Specifications.

The Scope of Work for this Contract shall be for the four (4) year Operation of the Southern Solid Waste Facility-1 and of Cell 2. Landfilling began in Cell 2 on August 1, 1988, and the AUTHORITY estimates that the useful life of Cell 2 will end sometime after September 17, 1993. The AUTHORITY retains the option to extend this Contract beyond September 16, 1993, at the extended operation dollar/ton bid price until the useful life is reached but not for a Period to exceed one year.

The work required to be performed by the CONTRACTOR in this Operations Contract not only includes the daily landfill operating requirements, but also final closure requirements including but not limited to, final cover, topsoil, seeding, and installation of recharge wells and gas vents. All costs associated with final closure requirements shall also be included in the cost/ton bid price.

Responsive and qualified Bids will be evaluated on a low cost basis for five (5) years of operation at the guaranteed minimum tonnage.

SECTION I

DELAWARE SOLID WASTE AUTHORITY
SOUTHERN SOLID WASTE FACILITY-1
(SSWF-1)

SECTION I

INSTRUCTIONS TO BIDDERS

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SECTION I

INSTRUCTIONS TO BIDDERS

1:01 Definitions

All definitions set forth in Paragraph 2:01 of the General Conditions are applicable to these Instructions to Bidders.

Bidding documents include the Advertisement (Notice to Bidders), Instructions to Bidders, Experience Record, the Bid Form, and the Contract Documents including any addenda issued prior to receipt of Bids.

1:02 Examination of Site and Specifications

It is the responsibility of the Bidder to satisfy himself by careful examination of the site as to the nature and location of the Work, the conformation of the ground, the soil, rock, and subsurface conditions, the character, quality, and quantity of the material and equipment which will be required, and the availability of utilities required for operation purposes. The Bidder shall carefully examine the Specifications and all other documents and data pertaining to the Work, and become familiar therewith. The Bidder shall not at any time after executing the Contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions, or character of the Work to be done under the Contract, and he shall assume all risks resulting from any changes in the conditions which may occur during the progress of the Work.

If any Bidder contemplating submitting a Bid for the project is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the AUTHORITY a written request for an interpretation thereof. Requests for interpretation received by AUTHORITY less than seventy-two (72) hours prior to the time for opening of Bids will not be answered. The Bidder submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by addendum duly issued, a copy of such addendum will be mailed or delivered to each Bidder receiving a set of such documents. The AUTHORITY will not be responsible for any other explanations or interpretations of such

documents which anyone presumes to make on behalf of the AUTHORITY.

1:03 Preparation and Submission of Bids

Bids shall be submitted in quintuplicate (5), only on forms provided in attachment pocket no. 1 (a bonding company's Bid Bond or Check may also be enclosed in lieu of the Bid Bond Form), and shall be enclosed in a sealed envelope, properly marked in accordance with the Notice to Bidders. Bidders shall fill out the forms in pocket no. 1, make four (4) copies and submit all five (5) as indicated above.

The Bid shall consist of seven (7) parts, namely:

1. Bid Form
2. Bid Bond Form (or Bid Security – check or bond from bonding company)
3. List of Proposed Subcontractors
4. Experience Record
5. Financial Statement
6. Copy of Licenses to conduct business in the State of Delaware
7. Equipment List

Bids shall be as follows:

1. Bids by corporation must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or an Assistant Secretary. The Corporate address and state of incorporation shall be shown below the signature.
2. Bids by partnerships shall be executed in the partnership name and signed by a partner. His title shall appear under his signature and the official address of the partnership must be shown below the signature.

3. Bids by individuals must be executed in the individual's name and signed by the individual himself or another person to whom he has given power of attorney in which case, proof of this power of attorney must be attached to the Bid.

The business address of the individual submitting the Bid shall be shown below his signature.

4. All names must be typed or printed below the signature.
5. The Bid shall contain an acknowledgement of receipt of all addenda.
6. Bid forms must be completed in ink or by typewriter.
7. Each page of Bid shall be signed by the person whose signature is authorized in 1, 2 or 3 above.
8. Telegraph Bids shall be rejected.
9. FAX Bids shall be rejected.

The Bidder is solely responsible for delivering his Bid to the officer of the AUTHORITY at the location of, and by the time of, the Bid opening designated in the Notice to Bidders. Said officer, or his representative, will be available for the purpose of receiving Bids at said location immediately prior to the designated time of the Bid opening. No officer, employee or agent of the AUTHORITY is authorized to accept receipt of a Bid on behalf of the AUTHORITY at any other time or place and the AUTHORITY shall have no responsibility for the receipt of mailed Bid or Bids delivered otherwise than to the Bid opening location as aforesaid.

Should a Bidder elect to mail his Bid or cause its delivery otherwise than by personal delivery at the time and place designated for the receipt and opening of Bids, the Sealed Bid enclosure envelope referred to above shall be enclosed in a separate mailing or delivery envelope.

The Bidder shall make himself familiar with the laws of the State and the ordinances of the county and community in which the Work is to be done covering the employment of labor and the performance of Work on the project, and his Bid shall comply therewith.

1:04 Qualifications of Bidders

In determining the successful Bidder, the following conditions, as well as the dollar amount of the Bid, will be considered. Whether the Bidder involved:

1. Maintains a permanent place of business;
2. Has adequate equipment to do the Work properly and expeditiously;
3. Has suitable financial status to meet obligations incident to the work, and;
4. Has had experience on projects of similar character and magnitude.

1:05 Bidding

The Bid Form may call for lump sum prices, unit prices, or a combination of both. If the Bid Form calls for lump sum prices, the Bidder shall state a single lump sum price for the Work or single lump sum prices for each portion of the Work subject to a lump sum price as set forth in the Bid, as applicable. Any such lump sum price or prices shall include all the Work described in the Contract Document as being part of the Work.

If the Bid Form calls for unit prices, the Bidder shall state a single unit price for each item to be furnished or Work to be done as set forth in the Bid Form. The Bid Form sets forth opposite each item for which a unit price is required the AUTHORITY's estimate of the quantity of units for such item which will be required in the prosecution of the Contract; and the Bidder shall state in the space provided in the Bid Form the total cost for such item as computed by multiplying such estimated quantity of units of such item by the unit price so Bid. In the event of Bidder error in this calculation, the single unit price Bid shall govern and the AUTHORITY may correct the erroneous total stated by the Bidder. The Bids received will be compared on the basis of the aggregate of the several totals (so corrected if necessary) as computed above and shall include any add/alternate items.

Where unit prices are applicable, the CONTRACTOR shall be paid for Work actually completed and accepted and the Contract Price shall vary accordingly. While the AUTHORITY has attempted to estimate quantities as accurately as possible, the estimates set forth in the Bid are approximations only, and shall not in any way be binding upon the AUTHORITY.

The aggregate cost shall be considered as the “Contract Price” for the purpose of computing the Bid security and the amount of bonds and insurance coverages required by the Contract Documents, except as otherwise specifically provided herein.

Responsive and qualified Bids shall be evaluated on a low cost basis for five (5) years of operation at the guaranteed minimum tonnage.

All prices shall include, in accordance with Paragraph 2:04, Taxes, all taxes of whatsoever nature applicable to the Work.

1:06 Bid Security – Certified Check or Bid Bond

Each Bid shall be accompanied by security in the form of a Certified Check or Bid Bond, in the form set forth in the Contract Documents, in the amount of not less than ten percent (10%) of the sum of the total extended amount of Bid. This Bid Security shall guarantee that the successful Bidder will furnish a Performance Bond/Payment Bond, Certificate of Insurance, and a list of all subcontractors and subcontractors’ Delaware Business Licenses and Certificates of Insurance to the AUTHORITY and enter into a Contract with the AUTHORITY, in accordance with the Contract Documents.

Should the successful Bidder fail to execute and deliver the Contract and other required documents within the time limits specified in the Contract Documents, he shall forfeit to the AUTHORITY, as liquidated damages for such failure or refusal, the security deposited with his Bid.

The AUTHORITY will return the Bid Security of all Bidders, except the three (3) lowest qualified responsible Bidders, within thirty (30) days after opening Bids; and upon execution of the Contract, the remaining Bid Securities will be promptly returned.

1:07 List of Proposed Subcontractors

Bids shall be submitted with the names and addresses of Proposed Subcontractors. The successful Bidder will be required to submit to the AUTHORITY for approval, the names, proof of insurance and Delaware business license of all subcontractors to be used on the Work, as provided in Paragraph 2:08, Subcontractor.

1:08 Experience Record

The attached Experience Record form shall be filled out by the Bidder to include, but not limited to, project name and type of work, dates started and finished, and the total amount of the contract. Projects listed should be those that most closely reflect the Bidders ability to handle the Work required in this Contract, DSWA - 193.

1:09 Financial Statement

Each Bid shall be accompanied by a Financial Statement on the form provided. Included shall be a balance sheet reflecting the company's assets and liabilities. The data submitted is for information on the owner and will not be made public.

1:10 Delaware Business License

Each Bid must be accompanied by proof that the Bidder is licensed to conduct business in the State of Delaware and is in good standing. The Bidder also must furnish, along with a list of subcontractors, proof of Delaware Business License for any subcontractor prior to execution of the Contract.

1:11 Equipment List

Each Bid must be accompanied by a list of the equipment that is proposed to be used by the successful Bidder for landfill operations. The Bidder shall indicate which equipment will be on site at all times and which equipment shall serve as backup on an as needed basis. The attached Equipment List form shall be filled out and submitted with each Bid.

1:12 Withdrawal of Bids

A Bidder may withdraw any Bid previously submitted upon written request actually delivered to and received by the AUTHORITY prior to the time set for the Bid opening in the Invitation for Bids. The AUTHORITY shall not be obligated to honor any request for the withdrawal of a Bid made orally or by telephone, telegraph, FAX, or in any manner other than as aforesaid, but the AUTHORITY may do so in its sole discretion if it is satisfied that adequate written confirmation of such request will be forthcoming. Subject to applicable law, ordinances, or regulations, no Bid may be withdrawn after the time set for the Bid Opening.

1:13 Award of Contract

The AUTHORITY expressly reserves the right to reject any or all Bids, to waive any informalities or irregularities in the Bids received, and to accept that Bid which in its judgment best serves its purpose. Bids which are not accompanied by the required check, cash, or Bid Bond, or which contain omissions, discrepancies between words and numbers for amounts, or irregularities of any kind may be rejected. In the event the AUTHORITY elects to waive any discrepancies between words and numbers for amounts, the words will be considered correct and the numbers incorrect, except that if the words are ambiguous the numbers will be considered correct.

Unbalanced Bids may be rejected by the AUTHORITY.

1:14 Contract Award Procedure: Submission of Bonds and Execution of Agreement

Bids shall be effective for ninety (90) days after opening; and the AUTHORITY will either give Notice of Intent to Award the Contract within this time, or reject all Bids, returning the Bid Security to the Bidders.

The AUTHORITY may, at any time during the ninety (90) day firm-Bid period following the opening of the Bids, give Notice of Intent to Award the Contract to the Bidder designated by the AUTHORITY as the apparently lowest responsive qualified Bidder for such Contract. The Bidder so designated shall furnish to the AUTHORITY within ten (10) days after the date of Notice of Intent to Award a properly executed Performance/Payment Bond as provided for in Paragraph 1:15; a Certificate of Insurance; a list of all subcontractors; and Delaware Business Licenses. Failure of the Bidder to deliver such documents within such time shall constitute grounds for the AUTHORITY to declare the Bidder's Bid Security forfeited, but the AUTHORITY may, in its sole discretion, extend such time period.

The AUTHORITY may, in its sole discretion, award the Contract to said Bidder at any time within thirty (30) days after the receipt of said properly executed documents or before the expiration of said firm-Bid period, whichever is later; such Award however, shall be subject to the terms and provisions of Paragraph 1:17, Inability to Proceed. Said Bidder shall, within ten (10) days following the AUTHORITY's Notice of Award, deliver to the AUTHORITY an executed Agreement (executed in the required number of counterparts) in the form set forth in these Contract Documents. Failure to

deliver within such time in accordance herewith shall constitute grounds for the AUTHORITY to declare the Bidder's Security forfeited, but the AUTHORITY may in its sole discretion, extend such time periods.

The AUTHORITY shall execute and return one (1) copy of the Agreement to said Bidder within thirty (30) days after it is received from said Bidder. Said Agreement and the Contract which it represents shall be subject to the terms and provisions of Paragraph 1:17, Inability to Proceed.

The designation of an apparently lowest responsive qualified Bidder, the Notice of Intent to Award given to the Bidder so designated, and the Notice of Award of the Contract, to such Bidder shall not operate to release any other Bidder from his Bid. Each such other Bidder (unless earlier released from his Bid by specific action of the AUTHORITY) shall remain bound by his Bid until either (i) the AUTHORITY has actually executed the Agreement with another Bidder, or (ii) the firm-Bid period has expired without the AUTHORITY having, prior to such expiration, given Notice of Intent to Award such contract to him. If Notice of Intent to Award the Contract is given to any Bidder (whether said Bidder be the first designated as the apparently lowest responsible Bidder or a Bidder subsequently so designated) within said ninety (90) day firm-Bid period, the Bid of said Bidder shall remain subject to acceptance by the AUTHORITY (and said Bidder's Bid Security shall remain subject to forfeiture) notwithstanding the subsequent expiration of said firm-Bid period; provided that, in such case, the Bidder shall not be bound by an award of the Contract unless the same is made, as aforesaid, within thirty (30) days following the AUTHORITY's receipt of properly executed Performance/Payment Bond.

1:15 Performance Bond / Payment Bond

The successful Bidder shall, within ten (10) days from the date of Notice of Intent to Award the Contract to such Bidder, furnish to the AUTHORITY an executed Performance/Payment Bond, in the form set forth in the Contract Documents, with corporate surety guaranteeing that the Work will be done according to the Contract Documents, and for the prompt payment for all material furnished and labor supplied or performed in the prosecution of the Work, whether or not the said material or labor entered into and became component parts of the Work or improvement contemplated by the Contract Documents. The Performance/Payment Bond shall be in the amount of

one hundred percent (100%) of the sum of the total extended amount of Bid, Corporate surety or sureties shall be satisfactory to the AUTHORITY and shall be an approved company or companies authorized to do business in the State of Delaware and authorized by the Courts of Sussex County to become surety in judicial proceedings therein.

1:16 Notice to Proceed

The AUTHORITY will give the Bidder with whom the AUTHORITY has executed the Agreement (hereinafter also called CONTRACTOR), written "Notice to Proceed" with the Work as soon after execution by both parties of the Agreement as, in the sole determination of the AUTHORITY, it is practical to do so. The CONTRACTOR shall have no claim against the AUTHORITY for any failure by the AUTHORITY, for whatever reason, to actually issue a Notice to Proceed, the CONTRACTOR's sole remedy in such case being as provided in Paragraph 1:17. Any expense incurred by the CONTRACTOR prior to receipt of Notice to Proceed shall, unless specifically authorized by AUTHORITY in writing, be solely at the cost of the CONTRACTOR.

The AUTHORITY may, in the Notice to Proceed, specify a date certain for commencement of the Work by CONTRACTOR, provided that such date certain is at least ten (10) calendar days after the receipt of the Notice to Proceed. It is the AUTHORITY's intent that CONTRACTOR commence Work on September 17, 1989.

1:17 Inability to Proceed

It is expressly understood and agreed by each Bidder (CONTRACTOR) that, notwithstanding any other provision of the Contract Documents, the AUTHORITY may at any time cancel any award made by it or cancel any Contract entered into with any Bidder, without liability to the AUTHORITY, at any time before the Bidder has been directed to begin Work under the Contract Documents, if any court or agency of competent jurisdiction shall enjoin or otherwise prohibit the AUTHORITY from proceeding with the project. The Bidder shall have the right similarly to cancel the Contract, without further obligations, if he has not received Notice to Proceed within sixty (60) days following his tender of the executed Agreement in satisfactory form, but only upon his giving thirty (30) days prior written notice to the AUTHORITY, by registered mail, of his intention to exercise such right if Notice to Proceed is not given by the expiration of such sixty (60) day period.

SECTION II

DELAWARE SOLID WASTE AUTHORITY
SOUTHERN SOLID WASTE FACILITY-1
(SSWF-1)

SECTION II

GENERAL CONDITIONS

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SECTION II

GENERAL CONDITIONS

2:01 Definitions

Whenever used in the Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. AGREEMENT – The written Agreement between AUTHORITY and CONTRACTOR for the Work.
2. ADDENDA – Written or graphic documents issued prior to the time of Bid opening which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarification, or corrections.
3. AUTHORITY – Delaware Solid Waste Authority or its duly authorized representative.
4. BID – The offer of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. BIDDER – Any person, firm, or corporation submitting a Bid for the Work.
6. BONDS – Bid, Performance/Payment Bond, and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.
7. CELL 2 – All facilities and appurtenances associated with the 23 acre (approximate) landfill cell located at the Southern Solid Waste Facility-1 and as described in these Contract Documents.
8. CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the CONTRACTOR's compensation or Contract Time.
9. CONTRACT DOCUMENTS – The Contract, including all Specifications and addenda thereto as prepared and issued by the AUTHORITY, the Invitation to Bid or Advertisements, the CONTRACTOR's Bid, the Agreement, the instructions to Bidders, the General Condition, the Special Conditions, the Landfill Operation Requirements, List of Subcontractors, Equipment List, the Performance/Payment Bond, Certificates of Insurance, Hold Harmless Agreement, the Notice of Award of Contract, all Change Orders, the Notice to Proceed and all Drawings.

10. **CONTRACT PRICE** – The lump sum and/or unit prices for the item or items set forth in the Contractor’s bid and in the manner as specified in the Contract Documents.
11. **CONTRACT TIME** – The number of consecutive calendar days stated in the Contract Documents for the completion of the Work.
12. **CONTRACTOR** – The person, firm, or corporation with whom the **AUTHORITY** has executed the Agreement.
13. **DNREC** – Delaware Department of Natural Resources and Environmental Control, the State permitting agency.
14. **DRAWINGS** – The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared by the **AUTHORITY**.
15. **ENGINEER** – The person, firm, or corporation employed or retained as such by the **AUTHORITY** or any replacement or substitute designated as such by the **AUTHORITY**.
16. **ESTIMATE FOR PAYMENT** – The form approved by **AUTHORITY** which is to be used by **CONTRACTOR** in requesting progress payments and an affidavit of **CONTRACTOR** that progress payments theretofore received on account of the Work have been applied by **CONTRACTOR** to discharge in full all of **CONTRACTOR**’s obligations reflected in prior Applications for Payment.
17. **FIELD ORDER** – A written order issued by **AUTHORITY** which clarifies or interprets the Contract Documents or orders minor changes in the Work.
18. **FINAL ACCEPTANCE** – The date when all work is completed and accepted by the **AUTHORITY**.
19. **NOTICE OF INTENT TO AWARD THE CONTRACT** – The written notice from the **AUTHORITY** to the apparent lowest responsive bidder of the intent to accept his Bid.
20. **NOTICE OF AWARD** – The **AUTHORITY**’s written notice to the apparent lowest responsive bidder that he has been awarded the Contract for the Work.

21. NOTICE TO PROCEED – Written communication issued by the AUTHORITY to the CONTRACTOR authorizing him to proceed with the Work.
22. OWNER – (OR AUTHORITY OR DSWA) – Delaware Solid Waste Authority, a body politic and corporate constituting an instrumentality of the State of Delaware.
23. PROJECT – The undertaking to be performed as provided in the Contract Documents.
24. SHOP DRAWINGS – The part of the Contract Documents which shows the characteristics and scope of the work to be performed and which have been prepared or approved by the AUTHORITY.
25. SOUTHERN SOLID WASTE FACILITY-1 (SSWF-1) – Official name of the AUTHORITY’s facility located at Jones Crossroads, Sussex County, Delaware.
26. SPECIFICATIONS – A part of the Contract Documents consisting of written descriptions of the technical nature of materials, equipment, construction systems, standards, and workmanship.
27. SUBCONTRACTOR – An individual, firm, or corporation, having a direct Contract with the CONTRACTOR or with any other subcontractor for the performance of a part of the Work at the site.
28. SUBSTANTIAL COMPLETION – The date as certified by AUTHORITY when the construction of the Project is sufficiently completed, in accordance with the Contract Documents, so that the Work can be utilized; or if there be no such certification, the date when final payment is due.
29. WORK – Any and all obligations, duties, and responsibilities necessary to the successful completion of the project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, utilities, and other incidentals and the furnishing thereof.

2:02 Scope of Work

The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, transportation, and all incidental Work necessary for the proper execution of the Work in accordance with the Contract Documents and applicable government regulations.

The CONTRACTOR shall perform all Work, furnish all labor, materials, tools, equipment and transportation, install all equipment specified and operate the SSWF-1 in accordance with the Contract Documents for the Contract Prices as stated in the Bid.

All Work that may be called for in the Specifications and not shown on the Drawings or shown on the Drawings and not called for in the Specifications shall be executed and furnished by the CONTRACTOR as if described in both, and should any Work or material be required, which is not defined in the Specifications or Drawings either directly or indirectly, but which is nevertheless necessary for the proper carry-out of the intent thereof, the CONTRACTOR is to understand the elements to be implied and required, and shall perform all such Work and furnish any such material as fully as if they were particularly delineated or described at no additional cost.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the AUTHORITY, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. If the ambiguity results in a difference in cost for an item (s) or method (s), the more expensive shall be assumed to govern. Work done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.

2:03 Patents

The CONTRACTOR shall be responsible for all fees or claims for any patent, invention, or procedure used, installed or provided by him. The CONTRACTOR shall assume all liability and fully indemnify and save harmless the AUTHORITY from and against all claims, suits, proceedings, damages, losses, expenses, fees (including attorney's and expert witness fees) and royalties arising from any infringement, real or claimed, of any patent on any article, machine, manufacture, structure, composition, arrangement, improvement, design, device, methods or process embodied or used in the performance of the Work. The Owner will give written notice of all such claims and patent infringement suits or proceedings instituted against it or them to the CONTRACTOR, who shall defend same, and will give the CONTRACTOR authority, assistance and all available information to enable him so to do.

2:04 Taxes

The CONTRACTOR will be responsible for the payment of all Excise, Sales, or Use Taxes and all other taxes required by law on all labor, materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the Work. He shall include all amounts required for such taxes within the Contract Prices. No additional payment will be made to cover such taxes.

2:05 Permits, Regulations, and Inspections

Unless otherwise specified elsewhere in the Contract Documents, the CONTRACTOR shall procure all necessary permits, licenses, and inspections, pay all charges and fees therefor, and shall give all notices necessary and incident to the proper and lawful prosecution of the Work. The cost thereof shall be included in the Contract Price.

The CONTRACTOR shall not be responsible for obtaining a disposal facility permit from the Delaware Department of Natural Resources and Environmental Control. This permit has been obtained by the AUTHORITY. The CONTRACTOR, however, shall be responsible for adhering to the conditions of the permit where such conditions are more restrictive than the Specifications, or where such conditions are not covered in the Specifications. See Appendix A.

2:06 Rights-of-Way

Where the Work is to be constructed upon rights-of-way, such rights-of-way will be secured by the AUTHORITY without cost to the CONTRACTOR. The CONTRACTOR shall not enter upon or occupy any private property outside the limits of rights-of-way furnished.

2:07 Insurance and Indemnification

2.07.1 Insurance

The CONTRACTOR shall provide and maintain, for the full length of the Contract, the following forms or types of insurance in the minimum amounts indicated hereunder:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
1. Workmen's Compensation (Including coverage under United States Longshoremen's and Harbor Workers Act, where applicable)	Coverage A Delaware Statutory (Broad Form All States Endorsement)
Employer's Liability	\$ 100,000

2. Comprehensive General (Public) Liability,
including the following:

a. Premises / Operations

Bodily Injury	\$1,000,000	ea. occur.
	\$1,000,000	aggregate
Property Damage	\$ 500,000	ea. occur.
	\$ 500,000	aggregate

b. XCU coverage
covering explosion, collapse,
underground damage or blasting hazards
where applicable

Bodily Injury	\$1,000,000	ea. occur.
	\$1,000,000	aggregate
Property Damage	\$ 500,000	ea. occur.
	\$ 500,000	aggregate

Type of Coverage

Minimum Limits

c. Products - Completed Operations
Coverage until two years after substantial
completion to be provided by
endorsement or issuance of separate
policy of insurance in name of Owner

d. Contractual Liability insuring the Hold
Harmless and Indemnification
Agreement

Bodily Injury	\$1,000,000	ea. occur.
	\$1,000,000	aggregate
Property Damage	\$ 500,000	ea. occur.
	\$ 500,000	aggregate

e. Personal Injury Liability, full coverage 0% participation, exclusion C deleted	\$1,000,000	aggregate
f. Contractor's Protective Liability (if subcontractors are employed)		
Bodily Injury	\$1,000,000	ea. person
	\$1,000,000	ea. occur.
Property Damage	\$ 500,000	ea. occur.
	\$ 500,000	aggregate
g. Delaware Solid Waste Authority as additional named insured (it is permissible to restrict endorsement in this regard limiting coverage to a designated premise or designated contract).		

<u>Type of Coverage</u>	<u>Minimum Limits</u>
-------------------------	-----------------------

3. Automobile Liability (shall include employers non-ownership/hired car automobile liability)

Bodily Injury	\$ 500,000	ea. person
	\$1,000,000	ea. accident
Property Damage	\$1,000,000	ea. accident
or		
Combined Single Limit Bodily Injury/ Property Damage	\$1,000,000	

In the case of any accident, destruction, or theft to any portion of equipment or materials relating to the accomplishment of this Work, the CONTRACTOR shall collect all insurance proceeds and shall repair and replace forthwith said portion of the equipment and/or materials so damaged, destroyed, or lost, at CONTRACTOR's own expense, and to a condition equal to or better than that which existed immediately before such accident, destruction, or loss.

The CONTRACTOR shall not permit any subcontractor (or any material supplier who will perform Work on the site) to enter upon or continue the performance of this Contract or any part hereof unless such subcontractor provides and maintains identical forms or types of insurance approved by the AUTHORITY in the minimum amounts required of the CONTRACTOR above.

The CONTRACTOR shall file with the AUTHORITY properly executed certificate(s) of insurance or copies of the insurance policies and the Certificates or Insurance of the Contract Documents properly executed by the insurance company or companies or its agent or agents, as applicable, designating the insurance policy which provides the minimum requirements of each type of coverage required therein, prior to the time the Agreement is executed by the AUTHORITY. All subcontractors shall furnish the CONTRACTOR and the CONTRACTOR shall in turn furnish the AUTHORITY with similar certificates or copies of policies. All such insurance shall be in sound insurance companies, satisfactory to the AUTHORITY, and authorized to do business in the state of Delaware. CONTRACTOR is responsible for protecting and shall procure and maintain its own insurance covering its equipment and tools against loss or damage.

If any of the Work under the Contract includes blasting, excavating, pile, or caisson work, or removing, shoring, underpinning, demolition, or removal or rebuilding of any structure (or structural support thereof); or any subsurface work (including, but not limited to soils testing, soils boring, or pipe trenching); or working in and around potentially harmful or hazardous liquids, solid waste deposits, and accompanying gaseous atmospheres, then the liability insurance provided by CONTRACTOR shall have all restrictive clauses customarily used by CONTRACTOR's insurance carrier applying to insurance with respect to the particular class or classes of such Work, removed from such policy or policies.

Each certificate or copies of the insurance policies shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the AUTHORITY in writing thirty (30) days prior to cancellation of the policy.

2:07.2 Indemnification

The CONTRACTOR agrees to indemnify and save harmless the AUTHORITY and its agents from and against all claims, damages, losses, and expenses (including attorney's

fees) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense, including land, air, water, or groundwater pollution, (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by any act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claims, damage, loss, or expense is caused in part by AUTHORITY.

In any and all claims against the AUTHORITY or any of its agents, officers, or employees by any employee of the CONTRACTOR or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any one or more of them may be liable, the indemnification obligation of the CONTRACTOR hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other employee benefit act of the State of Delaware, in which the work is to be performed.

The CONTRACTOR shall file with the AUTHORITY a properly executed Hold Harmless Agreement on the form provided in the Contract Documents prior to the time the Agreement is executed by the AUTHORITY.

2:08 Subcontractor

The CONTRACTOR shall submit to the AUTHORITY for approval, in writing, within ten (10) days after the date of award of Contract, the names, proof of insurance as defined in Paragraph 2:07 and Delaware business license of all subcontractors then proposed to be used on the Work. As the Work progresses, other subcontractors may be considered, and the CONTRACTOR shall submit the appropriate documents for approval as soon as possible and in ample time for AUTHORITY's review before their Work is to be started. The CONTRACTOR shall not award any work to any subcontractor without prior written approval of the subcontractor by the AUTHORITY. This approval will not be given until the CONTRACTOR submits a written statement concerning the proposed award to the subcontractor which shall contain such information as the AUTHORITY may require.

If, for sufficient reason, at any time during the progress of the Work, the AUTHORITY determines that any subcontractor is incompetent or undesirable, he will notify the CONTRACTOR accordingly and immediate steps shall be taken by CONTRACTOR for cancellation of the subcontract. Subletting by any subcontractor shall be subject to the provisions of this Paragraph 2:08.

The Contract, as a whole, shall not be sublet. The CONTRACTOR shall not assign the Contract, or any part hereof, and shall not assign any right to the monies to be paid hereunder. The CONTRACTOR may enter into subcontracts or sublet portions of the Work on this Project, but shall perform with his own organization, work amounting to not less than 50 percent of the Total Bid Price. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the CONTRACTOR by the terms of the Contract Documents insofar as applicable to the Work of subcontractors and to give the CONTRACTOR the same powers that the AUTHORITY may exercise over the CONTRACTOR under any provision of the Contract Documents. Neither the CONTRACTOR nor his sureties will be relieved from the terms and conditions of this Contract or their duties or responsibilities hereunder by reason of any such subcontract. Nothing contained in the Contract Documents or otherwise shall be construed as creating any relation, contractual or otherwise, between any subcontractor and the AUTHORITY.

2:09 Tests and Inspections

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, rested, or approved by some public body, the CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith, and furnish the AUTHORITY the required certificates of inspection, testing or approval. All other inspections, test, and approvals required by the Contract Documents shall be performed by organizations acceptable to the AUTHORITY and CONTRACTOR and the costs therefor shall be borne by the AUTHORITY unless otherwise specified.

2:10 Access to Work

The AUTHORITY, its representatives, and the representatives of any governmental body of agency having jurisdiction will at all times have access to the Work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others. No Work will be performed without the AUTHORITY having notice thereof and all Work

shall be subject to inspection by the AUTHORITY.

2:11 Authority May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payment to subcontractor or to make prompt payments for labor, materials, or equipment, AUTHORITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of AUTHORITY to stop the Work shall not give rise to any duty on the part of AUTHORITY to exercise this right for the benefit of CONTRACTOR or any other party.

2:12 Existing Facilities and Utilities

All Work requiring changes to or affecting the existing facilities or utilities, or affecting their operation, shall be done in a manner and time approved by the AUTHORITY. Requests to do such Work shall be submitted to the AUTHORITY at least three (3) days prior to the time that such Work is to be performed.

2:13 Safety and Environmental Protection

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs and environmental pollution prevention programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to: all employees on the Work and other persons who may be affected thereby; all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including woodlands, streams, marshlands, lawns, trees, shrubs, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of this Contract.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, permits and orders of any public body having jurisdiction for the safety of persons or property and protection of the environment, including without limitation: the Resource Conservation and Recovery Act of 1976, the Clean Air Act, the Clean Water Act, the Noise Control Act of 1972, the Soil and Water Resources Conservation Act of 1977, the Toxic Substances Control Act, and the Delaware Environmental Protection Act, all as amended, and regulations and guidelines promulgated thereunder. He shall erect

and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury, or loss to the environment or to persons or property referred to above caused, directly or indirectly, in whole or in part by CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR.

CONTRACTOR shall designate a responsible member of his organization assigned to the Project Site whose duty shall be the prevention of accidents and environmental pollution. This person shall be designated in writing by the CONTRACTOR to the AUTHORITY prior to commencement of Work. Work under this Contract is subject to the following Federal Regulations as amended:

1. "Safety and Health Regulations for Construction" pursuant to authority in Section 6 and 8 (g) of the Williams-Steiger Occupational Safety and Health Act of 1970 (84 Stat. 1593, 1600; 29 U.S.C. 655, 657) and in Secretary of Labor's Order No. 12-71 (36F.R. 8754), part 1910 of Title 29 of the Code of Federal Regulations, latest revision.
2. "Occupational Safety and Health Standards" pursuant to authority in Section 107 of the Contract Work House and Safety Standards Act amended (83 Stat. 96; 40 U.S.C. 333), and in Secretary of Labor's Order No. 12-71 (36F.R. 8754), Part 1926 of Title 29 of the Code of Federal Regulations, latest revision.
3. "Criteria for Solid Waste Disposal Facilities and Practices" pursuant to authority of Sections 1008 (a) (3) and 400 (a) of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6907 (a) (3) and 6944 (a), as well as Section 405 (d) of the Clean Water Act, as amended, 42 U.S.C. 345.

2:14 Emergencies

In emergency situations affecting the environment and the health or safety of persons, the Work, or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the AUTHORITY, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the AUTHORITY immediate verbal notice and shall follow with prompt written notice of

any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an extension of the Contract Time or an increase in the Contract Price, he may make a claim therefor as provided in Paragraph 2:20, Changes in the Work.

2:15 Protection of Material and Work

The CONTRACTOR shall at all times take necessary steps to protect and preserve all materials, supplies, equipment, and all Work which has been performed. Should Work be suspended temporarily because of inclement weather or other causes, the CONTRACTOR shall take such steps as are necessary to protect materials, supplies, equipment, and work performed against damage. Any damaged materials, supplies, equipment, or work performed shall be removed and replaced at the expense of the CONTRACTOR.

Should temporary buildings be required for the protection of stored materials, such buildings shall be constructed by CONTRACTOR at his own expense. Such temporary buildings shall remain the property of the CONTRACTOR and shall be removed by him at his expense upon completion of the Work.

2:16 Location and Protection of Existing Utilities/Structures

The CONTRACTOR shall be responsible for locating all existing utilities including, but not limited to, water, steam, oil, gas mains, sanitary and storm sewers, and telephone and electric conduits which may be encountered in the performance of the Work. He shall, at his own expense, arrange with the owners of such utilities for locating them. He shall also be responsible for locating all underground structures. As applicable, the location of underground structures designated to remain have been indicated on the Drawings. This information is based on available data, however, its inclusion shall in no way constitute a representation or warranty to the CONTRACTOR. The CONTRACTOR shall be responsible for providing adequate protection against damage to utilities encountered during the course of operation.

2:17 Supervision and Superintendence

The CONTRACTOR shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of operation except as otherwise required in the Specifications. The CONTRACTOR shall be responsible to see that the Work fully complies with the Contract Documents.

The CONTRACTOR shall have a competent site superintendent on the project at all times. He shall meet the approval of the AUTHORITY. If the site superintendent does not meet the approval of the AUTHORITY, the AUTHORITY shall submit a written request to the CONTRACTOR for a replacement. The CONTRACTOR shall provide a competent replacement on the job within three days after receipt of the written request. The superintendent shall be the CONTRACTOR's representative on the Project and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

2:18 Labor, Equipment, and Material

The CONTRACTOR shall provide suitably-qualified personnel to perform the work in accordance with the Contract Documents and applicable government regulations. He shall at all times maintain good discipline and order while working at the Facility. Any damages or delays caused by the CONTRACTOR's failure to maintain good discipline and order at the Project or within the Facility or any labor unrest, work stoppages, or strikes whatsoever within the CONTRACTOR's control shall be the responsibility of and paid for by, the CONTRACTOR.

2:19 Drawings

The Drawings furnished to bidders are intended to give the general scope of the proposed Work, but are subject to such revision as the AUTHORITY may deem necessary; or to the working out of more complete details where required to obtain the results desired, as each particular point is reached in the progress of the Work.

2:20 Changes in the Work

Without invalidating this Contract, AUTHORITY may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by duly issued Change Orders.

Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any change order causes an increase or decrease in the Contract Prices or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided subsequently, on the basis of a claim made by either party.

The AUTHORITY may authorize any change or alteration in the operational Work not inconsistent with the overall intent of the Contract Documents provided that any such change or alteration does not result in the CONTRACTOR claiming an increase in the Contract Price or an extension of the Contract Time. These may be accomplished by a Field Order. If the CONTRACTOR believes that any proposed change or alteration entitles him to an increase in the Contract Price or extension in the Contract Time, he may make a claim therefor and such change or alteration must be authorized by an employee of the Delaware Solid Waste AUTHORITY. These will be accomplished with a Change Order.

The AUTHORITY shall authorize any change or alteration in the Contract scope for operation of the SSWF-1. If the CONTRACTOR believes that any change or alteration entitles him to an increase in the Contract Price, he must make a claim therefor as provided herein. Additional Work performed by CONTRACTOR without authorization of a Change Order or Field Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, whichever is applicable, except in the case of an emergency as provided in Paragraph 2:14, Emergencies.

It is the CONTRACTOR's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to AUTHORITY.

2:21 Change of Contract Price

1. The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities, and obligations assigned to and undertaken by the Contractor as prescribed in the Contract Documents shall be

without change in the Total Compensation.

2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the AUTHORITY prior to performance of the proposed Work giving rise to the claim, except in the case of an emergency. In the case of an emergency, any claim for an increase in the Contract Price shall be based on written notice delivered to the AUTHORITY within fifteen (15) days of the occurrence of the event giving rise to the claim. The written notice shall include the amount of the claim with supporting data. Any change in Contract Price resulting from an emergency claim shall be incorporated in a Change Order.
3. The value of any Work covered by a Change Order or any claim for an increase in the Contract Price shall be determined in one of the following ways, as applicable:
 - 3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved; provided such increase is not in excess of ten percent (10%) of the total amount of the Contract Price.
 - 3.2 By mutual acceptance of a lump sum.
 - 3.3 On the basis of the Cost of the Work performed pursuant to such Change Order or claims (determined as provided in Paragraphs 2:21 [4] and 2:21 [5] plus a CONTRACTOR's Fee for overhead and profit (determined as provided in Paragraph 2:21 [6]).

Cost of the Work

4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR and his subcontractors as applicable, in the proper performance of the Work.

Except as otherwise may be agreed to in writing by AUTHORITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 2:21 [5].

- 4.1 Payroll costs for employees in the direct employ of CONTRACTOR and his subcontractors in the performance of the Work under schedules of job classifications agreed upon by AUTHORITY and CONTRACTOR. Payroll costs for employees not employed full time on the Works shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include foremen at the site but not superintendents. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the AUTHORITY.
- 4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to AUTHORITY, and CONTRACTOR shall make provisions so that they may be obtained.
- 4.3 Supplemental costs including the following:
 - 4.3.1 The proportion of necessary transportation, traveling and subsistence expenses of CONTRACTOR's employees incurred in accordance with the CONTRACTOR's normal practice for the Work.
 - 4.3.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
 - 4.3.3 Rentals of all construction equipment and machinery and the parts thereof whether rented by CONTRACTOR or others and the costs of

transportation, loading, unloading, installation, dismantling and removal thereof – all in accordance with terms of applicable rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

4.3.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

4.3.5 Deposits lost for causes other than CONTRACTOR's, such as telegrams, long distance telephone calls, expressage, and similar petty cash items in connection with the Work.

4.3.6 The cost of utilities, fuel and minor expenses such as telegrams, long distance telephone calls, expressage, and similar petty cash items in connection with the Work.

5. The term Cost of the Work shall not include any of the following:

5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 2:21.4.1 – all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

5.2 Expenses of CONTRACTOR's principal and branch offices.

5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

5.4 Cost of premiums for all bonds and for all insurance policies whether or not

CONTRACTOR is required by the Contract Documents to purchase and maintain the same.

- 5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 2:21 (4)

Contractor's Fee

6. The CONTRACTOR's Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:
 - 6.1 a mutually acceptable fixed fee; or if none can be agreed upon,
 - 6.2 a fee based on the following percentages of the various portions of the Cost of the Work:
 - 6.2.1 for costs incurred under Paragraphs 2:21 (4.1) and 2:21 (4.2), the CONTRACTOR's Fee shall be fifteen percent (15%);
 - 6.2.2 no fee shall be payable on the basis of costs itemized under Paragraphs 2:21 (4.3) and 2:21 (5).
7. The amount of credit to be allowed by CONTRACTOR to AUTHORITY for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.
8. Whenever the cost of any Work is to be determined pursuant to Paragraphs 2:21 (4) and 2:21 (5), the CONTRACTOR will submit in a format prescribed by the AUTHORITY, an itemized cost breakdown together with supporting data.

Time and Materials

9. Work accomplished on a time and materials basis shall be valued as stated in Paragraphs 2:21 (4) and 2:21 (5) plus the CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 2:21 [6]).

The CONTRACTOR shall propose a lump sum price for the work which the AUTHORITY may accept or reject. This procedure should be followed until a mutually acceptable price can be agreed upon.

2:22 Suspension of Work and Termination

1. The AUTHORITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR, and the AUTHORITY shall fix the date on which Work shall be resumed. The CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Paragraph 2:21, Change of Contract Price.
2. If the CONTRACTOR:
 - a. Fails to begin Work within the time specified in the Notice to Proceed;
 - b. Fails to perform the Work with sufficient properly skilled workmen and /or proper equipment, or with sufficient materials to insure the completion and/or performance of said Work in accordance with the terms of the Contract;
 - c. Neglects or refuses to remove materials or perform anew such Work as may be rejected as defective or unsuitable;
 - d. Halts prosecution of the Work without approval of the AUTHORITY;
 - e. Is adjudged bankrupt or insolvent or commits any act of bankruptcy or insolvency;
 - f. Allows a final judgment to stand unsatisfied for a period of forty-eight (48) hours

- g. Makes an assignment for the benefit of creditors;
- h. Suffers a receiver or liquidator to be appointed for himself or for any of his property and such receiver or liquidator is not dismissed within twenty (20) calendar days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) calendar days after such appointments;
- i. Refuses or fails to prosecute the Work, or any part thereof with such diligence as will insure its completion within the period specified (or any duly authorized extension thereof) or fails to complete the Work, within said period;
- j. Disregards any instructions of the AUTHORITY or otherwise is guilty of a violation of any provision of this Contract;
- k. Fails to procure and maintain all insurance required under the Contract Documents, or
- l. Repeatedly fails to make prompt payment to subcontractors, or for labor, materials, or equipment.

The AUTHORITY, after having given to the CONTRACTOR and his surety ten (10) days prior written notice, may declare the CONTRACTOR in default of this Contract. After the AUTHORITY has declared the CONTRACTOR in default, and given him three (3) days written notice thereof, the AUTHORITY shall have authority to take the prosecution of the Work out of the hands of the CONTRACTOR and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon of the CONTRACTOR, and finish the Work by whatever method deemed expedient. Should the AUTHORITY elect to take possession of the Work out of the hands of the CONTRACTOR, the AUTHORITY may at its option, notify and require the surety to complete the CONTRACT according to the Contract Documents and terms or the AUTHORITY may, at its option, complete the Contract with its own forces, or by separate Contracts. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for

additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to AUTHORITY and/or the AUTHORITY may recover such excess costs in whole or in part by disposing of any of the remaining equipment and materials taken over without further legal processes. Such costs incurred by the AUTHORITY shall be determined by the AUTHORITY and incorporated in a Change Order.

3. Where the CONTRACTOR's services have been so discontinued or terminated by the AUTHORITY, said discontinuation or termination shall not affect any rights of the AUTHORITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due to the CONTRACTOR by the AUTHORITY will not release the CONTRACTOR from liability
4. Upon seven (7) calendar days' written notice to the CONTRACTOR, the AUTHORITY may, without cause and without prejudice to any other right or remedy, terminate this Contract. In such case, the CONTRACTOR shall be paid for all work executed prior to the effective date of such termination, including the CONTRACTOR's reasonable termination cost.
5. If through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by the AUTHORITY, or under an order of court or other public authority, or the AUTHORITY fails to act on any application for payment within thirty (30) calendar days after it is submitted, or the AUTHORITY fails, without reasonable cause, to pay the CONTRACTOR any sum approved by the AUTHORITY or its representative, then the CONTRACTOR may, upon seven (7) calendar days' written notice to the AUTHORITY, terminate the Contract and recover from the AUTHORITY payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Contract, if AUTHORITY has failed to act on Application for Payment or AUTHORITY has failed to make any payment as aforesaid, CONTRACTOR may, upon seven (7) days' notice to the AUTHORITY, stop the work until he has been paid all the amounts then due.

2:23 Notice of Labor Dispute and Labor Relations

1. Whenever the CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or

threatens to delay the timely performance of the Work, the CONTRACTOR shall immediately give notice thereof, including all relevant information with respect thereto, to the AUTHORITY.

2. The CONTRACTOR represents that it will take all necessary measures to assure that there is no disruption of Work at the site as a result of labor disputes or difficulties during the performance of the CONTRACTOR's obligations hereunder. The CONTRACTOR shall use all reasonable and necessary efforts in the employment of field labor so as to cause no conflict or interference with or between the various trades, or delay in the completion of the Work. Notwithstanding any other provision, to the contrary, the CONTRACTOR shall not be entitled to "Force Majeure" type excusable delays where the CONTRACTOR's delay is due to his failure to discharge his obligation under this section.

2:24 Miscellaneous

1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person as follows:
 - a. To the CONTRACTOR's site superintendent;
 - b. To the AUTHORITY's designated representative;or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.
2. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon CONTRACTOR hereunder and the rights and remedies available to AUTHORITY hereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available in law, or equity, and shall not be exclusive. Forbearance by the AUTHORITY shall not be construed as a waiver of any rights or remedies.

SECTION II A

DELAWARE SOLID WASTE AUTHORITY
SOUTHERN SOLID WASTE FACILITY - 1
(SSWF-1)

SECTION II A

SUPPLEMENTAL GENERAL CONDITIONS

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SECTION II A

SUPPLEMENTAL GENERAL CONDITIONS

2A:01 Equal Opportunity

1. During the performance of this Contract, the CONTRACTOR agrees as follows:
 - a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal Government setting forth the requirements of this Equal Opportunity clause.
 - b) The CONTRACTOR 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 race, religion, color, sex or national origin.
 - c) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d) The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant

orders of the Secretary of Labor.

- e) The CONTRACTOR will furnish all information and reports required by Executive Order no. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by an appropriate agency of the Federal Government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the CONTRACTOR's noncompliance with the Equal Opportunity conditions of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the CONTRACTOR may be declared ineligible for further Government Contracts or Federally assisted construction Contracts, in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or order of the Secretary of Labor, or as provided by Law.
- g) The CONTRACTOR will include all of Clauses 2A:01 (1) (a) through 2A:01 (1) (g) inclusive in every Subcontract or purchase order unless exempted by rules, regulations or order of Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, subcontractor or vendor. The CONTRACTOR will take such action with respect to any Subcontract or purchase order as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the appropriate agency of the Federal Government, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

2. Exemptions to the above Equal Opportunity conditions are Contracts and subcontracts not exceeding \$10,000, and outside the United States where no recruitment of works within the United States is involved.
3. Unless otherwise provided, the above Equal Opportunity provisions are not required to be inserted in subcontracts except for subcontractors involving the performance of construction work at the site of construction, in which case the provisions must be inserted in all such subcontracts.

2A:02 Payment of Employees

1. The CONTRACTOR and all Subcontractors shall pay to all laborers and mechanics employed for the construction covered by this Contract, the minimum rates of pay as established by applicable Federal or State law or regulations.
2. The CONTRACTOR and all Subcontractors shall comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940, 40 U.S.C. 276 (c) and any amendments and modifications thereto. The CONTRACTOR and all Subcontractors shall furnish the AUTHORITY with weekly Statements of Compliance. In case of Subcontracts, the CONTRACTOR shall cause appropriate provision to be inserted in any Subcontracts for the Work which he may let to insure compliance with said Anti-Kickback Law by all Subcontractors subject thereto, and the CONTRACTOR shall be responsible for the submission of all Statements of Compliance required of Subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exemptions from the requirements thereof. These regulations are part of this Contract and are included in these Specifications at the end of this Section.

2A:03 Wage Underpayment and Adjustment

In cases of underpayment of wages by the CONTRACTOR, the AUTHORITY may withhold from such CONTRACTOR out of payment due, an amount sufficient to pay workers employed on the work covered by this Contract the difference between the

wages required to be paid under the Contract and the wages actually paid such workers for the total number of hours worked and may disburse such amounts to respective employees to whom they are due.

2A:04 Notice to Labor Unions or Other Organizations of Workers

All CONTRACTORS and Subcontractors on Contracts subject to Executive Order No. 11246 and Executive Orders No. 11114 and No. 10925 must deliver to each labor union or other organization of workers from whose membership employees will be hired, the following "Notice to Labor Unions or Other Organizations of Workers", which must be posted wherever prospective employees may apply for jobs on the project:

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

TO _____
(Name of Union or organization of workers)

The undersigned currently holds Contract(s) with

(Name of Applicant)

involving funds or credit in the U.S. Government or (a) Subcontract(s) with a prime CONTRACTOR holding such Contract(s).

You are advised that under the provisions of the above Contract(s) or Subcontract(s) and in accordance with Executive Order 10925, Section 301, dated March 6, 1961, Executive Order 11114, dated June 22, 1963, and Executive Order 11246, dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION
RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT,
TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF
COMPENSATION, SELECTION FOR TRAINING INCLUDING

APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished you pursuant to the provisions of the above Contract(s) or Subcontract(s) and Executive Orders 10925, 11114, and 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

/s/ _____
(Contractor or Subcontractor)

(Date)

2A:05 Certification of Nonsegregated Facilities

By entering into an agreement related to the Work described in the Contract Documents, the CONTRACTOR or Subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The CONTRACTOR or Subcontractor further certifies that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The CONTRACTOR or Subcontractor agrees that a breach of this certification is a violation of Paragraph A2:01 "Equal Opportunity". As used herein, the term "segregated facilities" means any waiting room, work area, rest room and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and hosing facilities provided for employees on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The CONTRACTOR further agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of

Paragraph A2:01 "Equal Opportunity" that he will retain such certifications in his files; and that he will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods):

**"NOTICE TO PROSPECTIVE SUBCONTRACTORS OR
REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED
FACILITIES"**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 Federal Register 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a Subcontract exceeding \$10,000 which is not exempt from the provisions of Paragraph 2A:01 "Equal Opportunity". The Certification may be submitted either for each Subcontract or for all Subcontracts during a period, i.e., quarterly, semi-annually or annually.

SECTION III

DELAWARE SOLID WASTE AUTHORITY

SOUTHERN SOLID WASTE FACILITY - 1
(SSWF-1)

SECTION III

SPECIAL CONDITIONS

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SECTION III
SPECIAL CONDITIONS

3:01 General

The work included in this project consists of furnishing all supervision, labor, materials, equipment, supplies, transportation, fuel and performing all work as required by the Contract, in strict accordance with the Specifications and Drawings, all of which are made a part hereof, and including such detail Drawings as may be furnished by the AUTHORITY from time to time during operation in clarification or interpretation of said Drawings. All work, materials and services not expressly called for in the Specifications, or specifically indicated on the Drawings which may be necessary for proper operation to carry out the Contract in good faith shall be performed, furnished, and/or installed by the CONTRACTOR at no additional cost to the OWNER. The work shall be accomplished in the best and most workmanlike manner by qualified, careful and experienced personnel. The operation of the Southern Solid Waste Facility-1 (SSWF-1) shall be in strict accordance with applicable State of Delaware and Federal regulations, any conditions of the operating permit (Permit SW-86/01 hereto attached) including any revisions, and these Specifications.

The Southern Solid Waste Facility-1 is owned and managed by the Delaware Solid Waste Authority. It is located on State Route 20 at Jones Crossroads, Delaware, four miles east of Federal Route 9 in Sussex County.

3:02 Current Operations

The Southern Solid Waste Facility-1 has been in operation since September 17, 1984. A Construction and Operations Contract, DSWA-110, was awarded to George and Lynch, Inc. of New Castle, Delaware. It included the construction of roads, buildings, a 20 acre lined cell (Cell 1), and ancillary facilities. The Contract also included the operation of the landfill for a five year period which expires on September 16, 1989. The construction of a 23 acre lined cell (Cell 2) was put into operation on August 1, 1988. Landfilling is currently taking place in the western section of this cell in accordance with the procedures outlined in the operation plan for Cell 2. Cell 2 has a projected useful life that will end sometime after September 17, 1993.

3:03 Term of Contract

The term of this Contract, DSWA-193, shall be for a four (4) year period from September 17, 1989, through September 16, 1993. The AUTHORITY shall retain the right to extend the Contract beyond September 16, 1993, for a period not to exceed one (1) year. The Contract shall contain three fixed dollar/ton unit costs for three separate time periods; Years 1 and 2, Years 3 and 4, and Year 5. The CONTRACTOR shall be informed by the AUTHORITY in writing of any extension of time to this Contract at least thirty (30) days prior to the current expiration date.

3:04 Guaranteed Minimum Tonnage

During the four (4) year period, the AUTHORITY shall guarantee the CONTRACTOR shall be paid to dispose of a minimum of 100,000 tons per year of solid waste for disposal in Cell 2 at Southern Solid Waste Facility-1. If the operation of Cell 2 shall go a fifth year, the AUTHORITY shall guarantee a minimum tonnage of 100,000 tons should operation last the full year. The AUTHORITY will guarantee a prorated minimum tonnage of less than 100,000 tons should operation of Cell 2 not go a full fifth year. Such a prorated tonnage shall be based on 274 tons per day multiplied by the number of calendar days in the fifth contract year the CONTRACTOR received and handled solid waste. Section 3:12 Payment, describes the terms of payment in more detail.

3:05 Alternate Daily Cover

The AUTHORITY may direct the CONTRACTOR to use an alternate daily cover to replace the six (6) inches of soil required by this Contract and DNREC Permit SW-86/01. If the AUTHORITY can obtain DNREC approval to use an alternate daily cover, the AUTHORITY may direct the CONTRACTOR to use the approved alternate daily cover on slopes to replace the six (6) inches of soil required. Daily cover is needed on top surfaces and on slopes. Only the six (6) inch soil daily cover will be acceptable for use on top surfaces, therefore any alternate daily cover would only be used on slopes.

If the alternate daily cover is used, a credit on the dollar per ton bid price (Item No. 4 of the Bid) shall be applied for the cost savings of not using six (6) inches of soil daily cover on slopes. The AUTHORITY will obtain and pay for the alternate daily cover

material and supply it at no cost to the CONTRACTOR. The CONTRACTOR shall place the alternate daily cover material in accordance with the manufacturer's recommendations and to the satisfaction of the AUTHORITY and DNREC. The costs for such placement of alternate daily cover shall be negotiated by the CONTRACTOR and AUTHORITY to mutually agreeable terms before it is used.

3:06 Operation Start-Up

The CONTRACTOR shall coordinate the mobilization and setup of his equipment in a manner that shall not disturb or interfere with current operations being performed by George and Lynch, Inc. and shall not bring equipment, supplies or material on site prior to September 11, 1989, unless approved by the AUTHORITY. The AUTHORITY shall designate the areas where the CONTRACTOR may setup his equipment. George and Lynch, Inc. will be allowed access on site until September 30, 1989, to remove their equipment, supplies and materials. After George and Lynch, Inc. has removed their equipment, supplies and materials from the maintenance building, the CONTRACTOR may then move his equipment, supplies and materials inside. The CONTRACTOR shall make every effort to insure a smooth transition.

3:07 Applicable Law

The CONTRACTOR shall become familiar with and comply with the laws of the State of Delaware and the laws and ordinances of Sussex County as they pertain to the employment of labor for the operation of the SSWF-1 and as they pertain to the performance of the work in relation to this project. The current DNREC Regulations Governing Solid Waste are attached as Appendix B to these specifications. The CONTRACTOR shall strictly comply with these DNREC Regulations.

3:08 Prevention of Environmental Pollution

The CONTRACTOR shall become familiar with and comply with the provisions of Federal and State statutes, facility permit, rules, and regulations dealing with the prevention of environmental pollution and the preservation of public, natural resources, and, in particular, the Delaware Environmental Protection Act, Title 7, Delaware Code, Chapter 60.

3:09 Supervision and Superintendence

The CONTRACTOR shall supervise and direct the work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of operation. The CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents and regulatory requirements.

3:10 Correction of Defective Work

The CONTRACTOR shall promptly, without cost to the AUTHORITY and as directed by the AUTHORITY, correct any defective work. If the CONTRACTOR does not correct any defective work within a reasonable time, all as specified in a written notice from the AUTHORITY, the AUTHORITY may have any such deficiency corrected by others. All direct and indirect costs of such correction, including compensation for additional professional services, shall be paid by the CONTRACTOR, or an appropriate deduction may be made by the AUTHORITY, at the AUTHORITY's option, from monies due the CONTRACTOR. The above action shall not prejudice any other remedy which the AUTHORITY may have to make good such deficiencies.

3:11 Neglected Work by Contractor

If CONTRACTOR should fail to prosecute the work in accordance with the Contract Documents, including the failure to comply with specified landfill operating practices, the AUTHORITY, after seven calendar days of written notice to CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof shall be charged against the CONTRACTOR (including compensation for additional professional services and AUTHORITY overhead). The cost associated with such actions shall be at the sole expense of CONTRACTOR and may be deducted by the AUTHORITY from any sums then or thereafter otherwise due CONTRACTOR, or, if the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to the AUTHORITY. If CONTRACTOR should fail to prosecute the work in accordance with the Contract Documents, including the specified landfill operating practices, and such non-compliance or other act or omission of CONTRACTOR creates or results in an imminent threat to the public health or safety, the AUTHORITY may immediately and without notice, if notice cannot be reasonably given, enter the site and take such actions as are reasonable to achieve compliance and

to eliminate or reduce the imminent threat to the public health or safety. All costs associated with such actions shall be at the sole expense of the CONTRACTOR and may be deducted by the AUTHORITY from any sums then or thereafter otherwise due CONTRACTOR, or, if the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to the AUTHORITY.

Defective or neglected work shall include, but not be limited to:

- A. Violations of the DNREC Regulations and Conditions of the DNREC Facility Permit.
- B. Failure to maintain a clean and orderly facility.
- C. Causing or continuing delays to users of the SSWF-1.
- D. Failure to achieve the specified minimum compaction of solid waste.
- E. Failure to place the required cover materials to the required grades and dimensions and within the times specified by DNREC Regulations, Conditions of the Permit, or these Specifications.
- F. Failure to maintain entrance and access roads and tipping areas to provide ready, all-weather access to the active disposal area(s).
- G. Failure to provide suitable fire prevention and control measures.
- H. Inadequate or inattentive facility security.
- I. Failure to maintain the required vegetative cover on completed disposal areas and interim slopes.
- J. Failure to repair eroded areas of interim and final cover.
- K. Failure to maintain stormwater ditches and culverts.
- L. Inadequate maintenance of the leachate collection system and leachate pumping facilities.
- M. Failure to repair or correct leachate seeps.

3 : 12 Payment

Payment, as appropriate, shall be made by the AUTHORITY to the CONTRACTOR within thirty (30) calendar days of the close of each calendar month provided that the CONTRACTOR's monthly invoice is received on or before the tenth day of the month following the calendar month for which payment is being requested.

The payment for solid waste disposal service shall be determined by multiplying the tonnage of solid waste received and handled during the calendar month by the cost per ton bid for the appropriate Contract Year. The monthly tonnage shall be determined as described in Paragraph 3 : 13. Payment for work done on a "force account" basis shall be in accordance with Paragraph 2 : 20 of these Specifications.

If Alternate Daily Cover is used, a credit on the dollar per ton bid price (Item No. 4 of the Bid) shall be applied for the cost savings of not using six (6) inches of soil daily cover on slopes in the following manner:

A. If Alternate Daily Cover was used for the entire calendar month, the payment for "Solid Waste Disposal Service" would be determined by:

1. Multiplying the tonnage of solid waste received and handled during the calendar month by the difference of the cost per ton bid for the appropriate Contract Year (Item No. 1, 2, or 3 of the Bid) and the credit of the dollar per ton bid price (Item No. 4 of the Bid). For example if:

Monthly Tonnage = 10,000 tons

Year 1 Bid Price

(Item No. 1) = \$ X / ton

Dollar / Ton Credit

(Item No. 4

of the Bid) = \$ Y /ton

Monthly Payment when Alternate Daily Cover is used during the entire calendar month equals

10,000 (X - Y)

2. The AUTHORITY will obtain and pay for the alternate daily cover material and supply it at no cost to the CONTRACTOR.

3. The CONTRACTOR shall place the alternate daily cover in accordance with the manufacturer's recommendations and to the satisfaction of the AUTHORITY and DNREC. The costs for such placement of alternate daily cover shall be negotiated by the CONTRACTOR and the AUTHORITY to mutually agreeable terms before the alternate daily cover is used.

B. If the Alternate Daily Cover was used for a portion of a calendar month, the payment for "Solid Waste Disposal Service" would be determined by:

1. Separating the monthly tonnage into two parts. The first part would be the sum of the daily tonnages when only six (6) inches soil cover was used and the second part would be the sum of the daily tonnages when alternate daily cover was used. The sum of the daily tonnages from the first part would be multiplied by the cost per ton bid for the appropriate Contract Year (Item No. 1, 2, or 3 of the Bid). The sum of the daily tonnages from the second part would be multiplied by the difference of the cost per ton bid for the appropriate Contract Year (Item No. 1, 2, or 3 of the Bid) and the credit on the dollar per ton bid price (Item No. 4 of the Bid). The monthly payment in this case would be the sum of these two products, for example if:

Monthly Tonnage = 10,000 tons (6,000 tons first part, 4,000 tons second part)

Year 1 Bid Price = \$X / ton (Item No. 1)

Dollar / Ton Credit

(Item No. 4) = \$Y / ton

Monthly Payment when Alternate Daily Cover is used during a portion of a calendar month equals

$$6000 (X) + 4000 (X - Y)$$

2. The AUTHORITY will obtain and pay for the alternate daily cover material and supply it at no cost to the CONTRACTOR.
3. The CONTRACTOR shall place the alternate daily cover material in accordance with the manufacturer's recommendations and to the

satisfaction of the AUTHORITY and DNREC. The costs for such placement of alternate daily cover shall be negotiated by the CONTRACTOR and the AUTHORITY to mutually agreeable terms before the alternate daily cover is used.

In the event that during any Operations Contract Year (each Operations Contract Year begins on the anniversary of the CONTRACTOR's initial start-up date) the tonnage of solid waste delivered to the SSWF-1 does not equal or exceed 100,000 tons, the difference between the actual tonnage of solid waste delivered to the SSWF-1 and landfilled by the CONTRACTOR and 100,000 tons shall be multiplied by the cost per ton bid for the appropriate Contract Year. Such product shall be paid to the CONTRACTOR within thirty (30) calendar days of the close of that Operations Contract Year. This computation and payment, if applicable, shall be made for each Operations Contract Year.

Should the CONTRACT be extended into a fifth year, the AUTHORITY shall guarantee a minimum of 100,000 tons should the operation last the full year which would end September 16, 1994. Should the AUTHORITY terminate operation within the fifth year, the guaranteed minimum tonnage for that portion of the fifth year shall be based on 274 tons per day multiplied by the number of calendar days in the fifth Contract Year the CONTRACTOR received and handled solid waste.

No monthly pro-rata or minimum tonnage adjustments shall be made to the CONTRACTOR's monthly payments. Therefore, the CONTRACTOR shall be paid monthly only for actual tonnage received in any given month. The CONTRACTOR is responsible for providing Solid Waste Disposal Service for all amounts of solid wastes delivered to SSWF-1 during the Operations Contract period.

3 : 13 Weighing of Solid waste

The Delaware Solid Waste Authority is responsible for the weighing of solid waste including maintenance of the scales and providing a weighmaster. The weighmaster weighs all solid waste brought to the site, maintains records of solid waste quantities on an account format for billing purposes, and maintains a log of all visitors to the site. These records will be routinely available to the CONTRACTOR for inspection.

3 : 14 Water

Water is available to the CONTRACTOR for use during operation of the SSWF-1. Any additional needs of the CONTRACTOR over and above that which can be supplied by the existing facilities shall be at the CONTRACTOR's expense.

3 : 15 Sanitation

Sanitary facilities in the Maintenance Building are available to the CONTRACTOR for use during operation of the SSWF-1. Any additional needs of the CONTRACTOR for sanitation facilities other than those provided as a result of construction of the SSWF-1 shall be at the CONTRACTOR's expense. The Contractor shall provide and maintain at his own cost necessary sanitary facilities for use by solid waste vehicle drivers at a location or locations selected by the AUTHORITY's Facility Manager.

3 : 16 Power

The CONTRACTOR shall be responsible for the cost of all electrical service used in the operation of landfill leachate pumps; lights, instrumentation, and alarms associated with the maintenance building and disposal cell area; and all other electrical power used in the maintenance building, at the disposal area, and for the irrigation facilities.

The AUTHORITY will pay for the electrical service used as follows: lighting the weighstation and scale area, small load collection facility, entrance and administration area; sewage pump at administration trailer; water pump; lights, heat and ancillary facilities in the scale house and administration trailer.

Steam or compressed air will not be available to the CONTRACTOR. If the need for such is required, the Contractor shall have to make his own arrangements for providing steam or compressed air and associated electrical power needs and all shall be at his own expense.

3 : 17 Fuel

The CONTRACTOR will be responsible for arranging for fuel deliveries including gasoline, diesel fuel, and propane for heating to the site. The cost of fuel for operating the site shall be incorporated within the cost per ton bid for the site operation. Fuel may be stored in portable tanks only if they are no larger than five

hundred fifty (550) gallons in size and only if they are located over a lined area as approved by the AUTHORITY

3 : 18 Storage

A 40' x 80' equipment (maintenance) building is available for the CONTRACTOR to use for storage of equipment and materials. The CONTRACTOR shall be responsible for the secure storage of his equipment and materials. The AUTHORITY shall not be responsible for any damage to or loss of the CONTRACTOR's equipment, materials, or supplies.

3 : 19 Erection of Additional Buildings

If, during the course of operation, the CONTRACTOR deems it appropriate to erect other buildings for his use and at his expense, he shall consult and receive the prior approval of the AUTHORITY as to the location of any such buildings.

3 : 20 Work by Others

1. AUTHORITY may perform additional work related to the SSWF-1 by himself, or he may let other direct Contracts therefor which shall contain General conditions similar to the ones set forth in this Contract. CONTRACTOR shall afford the other CONTRACTORS who are parties to such direct Contracts (or AUTHORITY, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, at the site, and shall not hinder the prosecution of such work, and, if necessary, properly coordinate his work with theirs. Under no circumstances shall solid waste disposal be hindered or prevented by such coordination. If the CONTRACTOR perceives a possible conflict affecting the proper disposal of solid wastes, he shall report such conflict to the AUTHORITY, in writing, as soon as possible after the potential conflict is identified.
2. If any part of CONTRACTOR's work depends for proper execution or results upon the work of any such other contractor (or AUTHORITY), CONTRACTOR shall inspect and promptly report to the AUTHORITY, in writing, any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work

as fit and proper for the relationship of his work except as to defects and deficiencies which may appear in the other work after the execution of his work.

3 : 21 Inspection

The AUTHORITY and any State or Federal agency having jurisdiction over the operation of the landfill, shall be allowed to make inspections of the landfill at any time. Such inspections, however, shall be made only by authorized personnel of the AUTHORITY or of the agencies. Such inspections should not interfere with the orderly operation of the landfill.

3 : 22 Drawings

The CONTRACTOR shall maintain a full-size set of Drawings on site which shall be updated monthly to show progress of landfilling. These Drawings shall be submitted to the AUTHORITY at the completion of the Contract Period and are to become the property of the AUTHORITY; no extra charge will be allowed to the CONTRACTOR for such Drawings.

Drawings and Specifications for the construction of Cell 2 were issued for construction in December, 1987. By reference, these Contract Drawings and Specifications are incorporated herein.

3 : 23 Special Precautions

Because of the unique working environment associated with a sanitary landfill operation, special precautions have to be taken by the CONTRACTOR to insure the safety of his personnel and users of the site. Briefly they concern: working in areas where there could be a lack of oxygen or accumulation of explosive gases; handling of landfill leachate; and disposing of mixed municipal solid wastes.

3 : 24 Conflicts and Errors

If the CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, he will call it to the AUTHORITY's attention in writing before proceeding with the work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following manner: Agreement, Specifications, and Drawings. Within the Specifications, the order of

precedence shall be as follows: Addenda; Instructions to Bidders; Scope of Work; General Conditions; Special Conditions; and Landfill Operation Requirements. Figure dimensions in Drawings shall govern over scaled dimensions and Detail Drawings shall govern over the General Drawings.

SECTION IV

DELAWARE SOLID WASTE AUTHORITY
SOUTHERN SOLID WASTE FACILITY – 1
(SSWF-1)

SECTION IV
LANDFILL OPERATION REQUIREMENTS

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SECTION IV

LANDFILL OPERATION REQUIREMENTS

4 : 01 General

The Scope of Work for this Contract shall be for the operation of Southern Solid Waste Facility – 1 during the remainder of the useful life of Cell 2. Landfilling began in Cell 2 on August 1, 1988, and the AUTHORITY estimates that the useful life of Cell 2 will end sometime after September 17, 1993. The AUTHORITY retains the option to extend this Contract as provided for under Section 3 : 03, at the fifth year dollar/ton bid price until the useful life of Cell 2 is reached.

The work required to be performed by the CONTRACTOR in this Operations Contract not only includes the daily landfill operating requirements, but also final closure requirements including but not limited to, final cover, topsoil, seeding and installation of recharge wells and gas vents. All costs associated with the furnishing of all supervision, labor, materials, equipment, supplies, transportation, fuel and performing all work as required by the Contract, in strict accordance with the Specifications and Drawings, shall be included in the dollar/ton bid price for the appropriate Contract Year.

4 : 02 Operating Schedule

The Southern Solid Waste Facility shall be operated on a six-day per week basis during the hours of 7:00 a.m. to 5:00 p.m., Monday through Saturday. This means that facility users will be allowed to weigh in between 7:00 a.m. and 5:00 p.m. Therefore, the CONTRACTOR shall landfill waste brought in by a user who has weighed in at the scales at 4:59 p.m. The CONTRACTOR shall work as late as necessary to properly landfill and cover waste brought in by facility users who have been weighed in by 5:00 p.m.

The AUTHORITY shall solely make the determination on whether to close the landfill due to emergencies, inclement weather or any other reason as it deems necessary.

For the purpose of this Contract, the following shall be holidays that will be observed on which the landfill will be closed:

Thanksgiving Day
Christmas Day
New Year's Day

The Facility shall be open from 9:00 a.m. to 1:00 p.m. on the following holidays in the summer:

Memorial Day
Independence Day
Labor Day

4 : 03 Acceptable Wastes

The Southern Solid Waste Facility shall be operated in accordance with permit number SW-86/01 issued by the Department of Natural Resources and Environmental Control (DNREC) attached hereto or any renewed version of the permit. The facility is permitted to accept mixed municipal solid waste, and on a case by case basis, certain industrial wastes or sludges, waste oils, oil spill debris, or other related wastes not included in a mixed municipal solid waste. DNREC approval for the disposal of these special wastes shall be obtained before they may be landfilled. The facility is not permitted to dispose of hazardous wastes. Examples of special wastes that have been and may continue to be landfilled are, latex sludge, fly ash, and asbestos. Special wastes may require the CONTRACTOR to use special handling and disposal procedures. The CONTRACTOR shall accept and handle these wastes and shall receive additional reimbursement for any additional handling required by the special wastes.

Mixed municipal solid waste by definition includes residential, commercial, institutional and industrial solid wastes, such as garbage, rubbish, construction debris, oversize-bulky wastes, ashes and dead animals. Each of these are further defined as follows:

Garbage -

Any and all dead animals of less than ten (10) lbs. in weight, except those slaughtered for human use; any putrescible solid and semi-solid animal or vegetable wastes resulting from the production, handling, preparation, cooking, serving or consumption of food or food materials; except any matter included in the definition of Dead Animals or Hazardous Waste.

Rubbish - Any non-putrescible solid waste, excluding ashes, such as cardboard, paper, plastic, metal or glass food containers, rags, waste metal, yard clippings, small pieces of wood, excelsior, rubber, leather, crockery and other wastes not included in the definition of Oversize Bulky Waste, Construction Debris, Dead Animals, Garbage, or Hazardous Waste.

Construction Debris - Waste building materials resulting from construction, remodeling, repair, and/or demolition of structures, pavements, walks, curbing or piping.

Oversize Bulky Waste - Large items of solid waste including but not limited to appliances, vehicles, furniture, large auto parts, tires, trees and branches, stumps and flottage.

Ashes - The residue resulting from the burning of wood, coal or other combustible material.

Dead Animals - Animals, or portions thereof, equal to or greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered for human use.

Industrial, institutional, agricultural and other wastes which are categorized as “hazardous wastes“ by the United States Environmental Protection Agency or the Delaware Department of Natural Resources and Environmental Control shall not be accepted at the SSWF. Hazardous Waste shall be further defined as follows:

Hazardous Waste - Any chemical or biological compound, mixture, substance or article which is designated by the United States Environmental Protection Agency of appropriate State Agency to be “hazardous“ as that term is defined by or pursuant to Federal or State law. Delaware Solid Waste Disposal Regulation defines “hazardous“ waste as any material which when discharged on land, into the air, or into or upon waters or groundwater, presents an imminent and substantial danger to public health or welfare, aquatic organisms, including but not limited to fish,

shellfish, terrestrial life, birds and other wildlife.

Other wastes not acceptable because of handling problems associated therewith shall be bulk shipments of such Oversize Bulky Wastes as appliances, tree trunks, stumps, engine blocks and other massive metal objects.

The CONTRACTOR shall be responsible for inspecting all loads received at the landfill to check for unacceptable wastes. If the CONTRACTOR spots a suspected unacceptable waste, he shall immediately inform the AUTHORITY's Landfill Manager who shall make the final determination as to its acceptability. If the Landfill Manager is not immediately available, the CONTRACTOR shall set the waste aside and not landfill it. The CONTRACTOR shall also identify the truck that had carried the waste in question and inform the AUTHORITY's Weighmaster for his records. At his earliest convenience, the Landfill Manager shall inspect the waste to determine its acceptability and whether it can be landfilled or whether the customer must return to pick it up and take it away.

4:04 Site Security

Only certain DSWA and CONTRACTOR personnel are provided with keys to all gates. The CONTRACTOR is responsible for opening the gates across the access road at the beginning of the work day and locking them at the conclusion of the work day. A chain link fence just inside the property line encloses the site and deters unauthorized access.

All visitors or customers must use the main access road to gain entrance to the site. They are required to stop at the weigh station to have their vehicles weighed, or to register in a "visitor's log" which is maintained by the DSWA weighmasters.

The CONTRACTOR shall be responsible for the secure storage of his equipment and materials. The AUTHORITY shall not be responsible for any damage to or loss of the CONTRACTOR's equipment, materials or supplies.

4.05 Small Load Collection Station

To reduce the amount of traffic on the landfill face, the AUTHORITY uses a Small Load Collection Station on site. Cars, station wagons, vans and pick-up trucks with small loads are directed by the AUTHORITY's Weighmaster to use the Small Load

Collection Station. These customers unload their waste into 40 cubic yard open-top roll-off containers. The CONTRACTOR is responsible for providing three (3) 40 cubic yard (minimum) roll-off containers at the small load collection facility. As each container approaches its capacity, the weighmaster will instruct CONTRACTOR personnel to pick up and empty the containers. Each roll-off container must be weighed prior to landfilling. No special credit or payment will be given for this service as it is considered part of the gross tonnage for which the CONTRACTOR is being paid. The small load collection facility must be kept clean so as not to attract vermin and vectors.

4.06 Personnel

The CONTRACTOR shall provide a qualified and experienced work force which is capable of operating the site in accordance with these specifications, any conditions of the DNREC permit and applicable State and Federal regulations. The CONTRACTOR shall at a minimum provide all his personnel working at SSWF with First Aid Training as specified in Section 4:07, Protective Clothing as specified in Section 4:08, Communication Equipment as specified in Section 4:09 and Confined Space Entry procedures as specified in Section 4:10.

The CONTRACTOR shall provide as a minimum the following operating personnel:

1. Site Supervisor

This person shall be the CONTRACTOR's designated on-site representative who shall have full authority of the landfill operation for the CONTRACTOR. The Site Supervisor shall be responsible for maintaining all records of the landfill operation. The Site Supervisor shall be the primary point of communication between the AUTHORITY and the CONTRACTOR. The Site Supervisor shall have a minimum of four (4) years of supervisory experience. A Site Supervisor must be on site during all operating hours (i.e. six (6) days per week, at least ten (10) hours each day for a total of at least sixty (60) hours per week). The CONTRACTOR may use one or more persons to act as the Site Supervisor provided that they are qualified and meet the approval of the AUTHORITY.

2. Site Foreman

This person shall be the CONTRACTOR's designated on-site representative who shall be responsible for labor usage for the landfill operation. The Site Foreman shall have a minimum of two (2) years of supervisory experience and have all the qualifications required for a Heavy Equipment Operator as described below. A Site Foreman must be on site during all operating hours (i.e. six (6) days per week, at least ten (10) hours each day for a total of at least sixty (60) hours per week). The CONTRACTOR may use one or more persons to act as the Site Foreman provided that they are qualified and meet the approval of the AUTHORITY.

3. Heavy Equipment Operator(s)

This person shall have at least three (3) years experience operating equipment similar to that which is specified in this Contract. The Heavy Equipment Operator shall be capable of operating all the equipment the CONTRACTOR has on site. From November 1 through April 30, a minimum of two (2) Heavy Equipment Operators must be on site during all operating hours (i.e. six (6) days per week, at least ten (10) hours each day and three (3) Heavy Equipment Operators on site from May 1 through October 31. The CONTRACTOR may use three or more persons to act as the Heavy Equipment Operators provided that they are qualified and meet the approval of the AUTHORITY.

4. Groundskeeper(s)

This person shall be responsible for daily litter control and grounds maintenance. The Groundskeeper shall be qualified to run equipment including tractors, lawn cutting apparatus, roadway sweepers, centrifugal and trash pumps and the water truck. From November 1 through April 30, a minimum of two (2) Groundskeepers must be on site during all operating hours (i.e. six (6) days per week ten (10) hours each day) and three (3) Groundskeepers on site from May 1 through October 31. The CONTRACTOR may use three or more persons to act as the Groundskeepers provided that they are qualified and meet the approval of the AUTHORITY.

All operating personnel assigned to SSWF shall meet the approval of the AUTHORITY. If in the sole opinion of the AUTHORITY, a CONTRACTOR's

employee is not qualified or is not performing his job in accordance with the requirements of landfill operations or for any other reason is not satisfactorily performing his job, the CONTRACTOR shall replace the employee with one satisfactory to the AUTHORITY within one week after receipt of written request from the AUTHORITY to do so.

4.07 First Aid Training

Landfill operating personnel employed by the CONTRACTOR shall be required to attend first aid training classes offered by the American Red Cross or other recognized agency. First Aid kits are to be located and maintained in the weigh station, the maintenance building, and on all pieces of operating equipment. Telephone numbers of nearby ambulance services and the hospital in Dover shall be prominently displayed, along with police and fire numbers, at each telephone.

4.08 Protective Clothing

Protective Clothing and foot gear are to be worn by all CONTRACTOR personnel when at the working areas of the landfill, excluding the weigh station. The working areas include, but are not limited to, the working face, stockpile areas, manholes, sampling pits, pump stations, leachate storage tanks, gas vents, recharge wells, maintenance building, and areas under construction. Dust masks or suitable breathing equipment must be worn by operating personnel who are exposed to high dust conditions on the landfill.

4.09 Communication Equipment

Communications equipment to be provided by the CONTRACTOR shall consist of a telephone located in the supervisor's office and C.B. transmitters and receivers in the supervisor's office and on each piece of the CONTRACTOR's rolling equipment. The AUTHORITY provides C.B. equipment at the scalehouse for use by the weighmasters. Telephones are located in the weigh station in the DSWA's office trailer. The C.B. equipment primarily is utilized to maintain contact between personnel at the weigh station and personnel at the working face of the disposal area for site security and to facilitate reaction to emergency situations brought on by an accident or fire. All compactors, bulldozers, and loaders, as well as the CONTRACTOR's superintendent's vehicle are to be equipped with C.B.s.

4:10 Confined Space Entry

Because there are confined spaces such as pump stations, sampling pits, valve pits, manholes, and leachate tanks which personnel may have to enter to effect repairs, a confined space entry procedure must be established by the CONTRACTOR, and approved by the AUTHORITY, then followed whenever someone enters such an area.

4:11 Equipment

The CONTRACTOR shall provide equipment in suitable numbers and types to provide the landfilling services as required by State or Federal Regulation and/or these Specifications, whichever is more stringent. As a minimum, the CONTRACTOR shall provide the following equipment, new, unless otherwise stated, which shall be on site at all times:

1. Two (2) landfill compactors, Model 826 as manufactured by Caterpillar Corporation or approved equal. The cab must be enclosed and equipped with heating and air conditioning. At least one compactor shall be new and the other compactor no older than three (3) years with 4000 or less operating hours.
2. One (1) bulldozer with at least one hundred forty (140) horsepower.
3. One (1) motor grader, Model 12 as manufactured by Caterpillar Corporation or approved equal.
4. One (1) water truck with a minimum 2000 gallon capacity tank, pump and spray bar for watering haul roads.
5. One (1) backhoe Model 580 as manufactured by Case Corporation or approved equal.
6. One (1) twenty (20) horsepower or larger tractor with lawn mowing and sweeper attachments or approved equal.
7. Two (2) centrifugal pumps and motors with a four (4) inch diameter discharge or approved equal.
8. Two (2) trash pumps and motors with a four (4) inch diameter discharge or approved equal.

9. One (1) tanker truck with a minimum capacity of 6000 gallons for hauling leachate from collection tanks to recharge wells.
10. One high pressure hot water cleaner for cleaning equipment.

The CONTRACTOR shall also provide, or be able to secure, backup equipment for the performance of required tasks within twenty-four (24) hours of the breakdown of any primary piece of equipment.

4:12 Maintenance of Equipment

The CONTRACTOR shall be required to maintain all of his landfill equipment in good working order by following the recommendations of the equipment's manufacturer regarding maintenance and upkeep. In addition, the CONTRACTOR shall clean the equipment periodically. This is especially important for the landfill compactors which must have their radiators cleaned using high pressure hot water at least once per week. Primary equipment shall be maintained and backup equipment shall be available to insure continuous operation of the SSWF-1 in compliance with these specifications, any conditions of the DNREC permit and any applicable State and Federal regulation. The maintenance building shall be available for storage and repair of equipment. Tracked or cleat wheeled equipment shall not be driven on the paved access road.

4:13 Maintenance of Buildings

A maintenance building is available for storage of equipment and materials and repair of equipment. The maintenance building also has an office for the CONTRACTOR's site supervisor along with washroom and sanitary facilities for all CONTRACTOR personnel.

Any damage done to the building by the CONTRACTOR shall be repaired at his cost, to the satisfaction of the AUTHORITY and in a timely manner.

The CONTRACTOR shall provide housekeeping (janitorial) services for all structures at the SSWF-1.

4:14 Maintenance of Landfill Area

The CONTRACTOR shall be responsible for maintenance of Cell 1 (Map numbers 1 and 2, Final contours, Phase II Construction Work) and Cell 2 (Plot Plan - Proposed

Subgrade - see attachments) which shall include, but not be limited to the following tasks:

- 1) Cutting grass on the landfill;
- 2) Reseeding and fertilizing finished slopes of the landfill where grass may have died;
- 3) Watering grass on the landfill as necessary;
- 4) Cleaning out stormwater pipes;
- 5) Reburying waste that may have worked its way to the surface;
- 6) Grading the access road on the landfill as necessary;
- 7) Cleaning debris out of manholes or recharge wells;
- 8) Repairing seeps;
- 9) Recycling leachate; and
- 10) Cleaning out leachate collection system as necessary.
- 11) Repairing erosion damage to the landfill.

The tasks shall be accomplished on an as needed basis as directed by the AUTHORITY's Landfill Manager. Task 8 shall be accomplished on a time and materials basis. All other tasks shall be accomplished as part of the bid price for the Operations Contract.

4:15 Description of Cell 1

Cell 1 is a double-lined (30 mil PVC) landfill cell, whose operation was completed in August, 1988. See Figure 9 which is attached for a plan view of Cell 1. The leachate collection system gravity feeds towards the four corners of the landfill cell. Four inch perforated PVC piping is used to direct leachate to twelve manholes, six on the north side of Cell 1 and six on the south side of Cell 1. A header pipe connects the manholes on the north side of Cell 1 so leachate can flow by gravity into an underground 30,000 gallon leachate storage tank. Two cleanouts are located between manholes for a total of ten cleanouts on the north side to assist in the cleaning of the leachate collection system. The same design exists on the south side of Cell 1 for a total of 12 manholes and 20 cleanouts in Cell 1.

Pumps exist on each leachate tank for recycling leachate. Currently leachate is recycled by pumping 6,000 gallons of leachate into a tanker truck to be hauled to one of five gas vents/recharge wells which exist on Cell 1 or to the leach field on top of Cell 1.

Stormwater ditches around Cell 1 direct stormwater runoff from the northeast corner of Cell 1 around the perimeter of Cell 1 to the southeast corner of the Cell and into

the woods south of Cell 2. There are stormwater ditches on both sides of the 24 foot wide gravel perimeter road which goes around Cell 1.

4:16 Description of Cell 2

Cell 2 is a double-lined (30 mil PVC) landfill cell similar to Cell 1. The liners of both cells are seamed together. Cell 2 uses six inch perforated PVC piping to collect leachate and direct it by gravity to eight (8) inch header pipes which gravity feed to manholes either on the north or the south side of Cell 2. Valves in the header pipe from the collection system to the manholes can be closed to stop leachate flow directly from Cell 2 to the manholes. The manholes are connected by an eight (8) inch header pipe so leachate may flow to one common manhole on the north and south sides of Cell 2. Leachate then flows from each of these common manholes to a pump station where leachate will be pumped into one of two 30,000 gallon storage tanks.

Stormwater runoff from Cell 2 is collected in ditches along the north side of Cell 2 and directed to the stormwater ditches along the north side of Cell 1. Runoff from the east side of Cell 2 is directed south and along the south side of Cell 2 into the woods south of Cell 2 (see attachment Drawing E-CE-222). Valves in each manhole on both the north and south side of Cell 2 can be used to control rainwater collected in the unused portion of Cell 2 to be discharged to the stormwater ditches. As more of the lined area in Cell 2 is used, valves will be closed as directed by the AUTHORITY's Landfill Manager. The CONTRACTOR will be responsible for stormwater control as described in Section 4:22 Surface Runoff Control.

4:17 Maintenance of Grounds at SSWF-1

The CONTRACTOR shall be responsible for maintenance of the grounds of the entire SSWF-1 site which shall include but not be limited to the following tasks:

- 1) Cutting all grass on the grounds as directed by the AUTHORITY's Landfill Manager;
- 2) Grading the perimeter access roads quarterly;
- 3) Sweeping the paved entrance road at least once per week;
- 4) Cleaning the surface of both scales at least once per week;

- 5) Picking up litter and debris at the small load collection station every day;
- 6) Watering and weeding flowers and shrubs the AUTHORITY has planted at brick gate and weigh station on an as needed basis as directed by the AUTHORITY's Landfill Manager;
- 7) Picking up litter on the grounds on a daily basis; and
- 8) Control vine growth on perimeter fencing as directed by the AUTHORITY's Landfill Manager.

4:18 Temporary Haul Roads

As part of the Operations Contract, the CONTRACTOR shall be responsible for construction of temporary haul roads necessary for safe and convenient traffic flows between the permanent haul roads and the tipping areas. The CONTRACTOR also shall be responsible for maintaining all temporary haul roads while they are actively being used.

Temporary haul roads shall be constructed in a manner satisfactory to the AUTHORITY. The roads shall be crowned to allow for stormwater runoff and shall be sufficiently wide to accommodate anticipated traffic. In general, temporary haul roads shall be constructed with geotextile fabric and stone. These materials shall be provided to the CONTRACTOR at no cost to him by the AUTHORITY.

The CONTRACTOR shall be responsible for constructing berms along the outer edge of any access ramps as directed by the AUTHORITY. This work shall be accomplished on a time and materials basis.

All temporary haul roads shall be maintained to provide safe and convenient access to users of the facility. They shall be kept free of debris, ruts, holes, ponding of water; shall be kept cleared of snow and ice; and shall provide a sound driving surface under all weather conditions. Construction and maintenance of temporary haul roads shall be inclusive in the price per ton bid for "Solid Wastes Disposal Service". Maintenance shall include periodic scarifying, reshaping, addition of materials, and compaction.

4:19 Litter Control

Litter along the entrance road, access roads, and in the vicinity of the weigh station can give the SSWF a poor image. Generally such litter indicates poor control, attracts rodents and insects and may be a local nuisance as well as a fire hazard. Daily the

CONTRACTOR's groundskeepers shall police the entrance road, access roads, buildings, parking areas, and the area in the vicinity of the working face. These individuals shall devote at least 30 hours each per week to this task. The CONTRACTOR shall utilize snow fencing or other portable fences or screens to help reduce wind-blown litter at or near the working face of the active disposal cell. When high winds have caused large amounts of litter to be scattered on the site, the CONTRACTOR shall employ additional personnel on a temporary basis to clean up the litter as soon as possible to the satisfaction of the AUTHORITY. The litter collected will be placed on the working face before the application of the daily cover for that operating day.

4:20 Vector Control

The CONTRACTOR shall develop a vector control plan and submit it to the AUTHORITY for approval. Any vector extermination or control project shall be carried out only under the direction of qualified personnel and with adequate safeguards and warning for the local population and disposal site users. In regard to this, the area should be posted at the inception of the project. No shooting will be permitted.

4:21 Fire Prevention and Control

The CONTRACTOR shall be responsible for the control and extinguishing of all types of fires which may occur at the Southern Solid Waste Facility including the immediate reporting of all fires to local fire-fighting offices.

Occasionally, a collection truck may arrive at the SSWF with a "hot load", that is, with its contents smoldering or on fire. Such a vehicle shall be directed to a point predesignated by the CONTRACTOR which is away from the working face. This area shall have a minimum twelve inch depth of cover material over underlying solid waste. There the burning material can be dumped and extinguished by CONTRACTOR personnel.

Most fires at sanitary landfills are caused by hot loads or carelessness. To combat fires, each piece of equipment owner by the CONTRACTOR shall be provided and maintained with a fire extinguisher capable of controlling and extinguishing all classes of small fires. In addition, extinguishers of a size not less than 25 lbs. are to

be provided and maintained in the maintenance building.

Large landfill surface fires, shall be isolated or kept from spreading, if possible, using earth from the soil stockpile for daily cover which must be maintained near the working face for such purposes,. either to create a fire break by covering solid waste which has not caught fire or by using it to smother the solid waste which is on fire. The operator of the landfill compactor will have to use his judgement as to what immediate course of action to take. For any fire, however, he must contact the weigh station via the C.B. installed in his cab and report the seriousness of the fire. The CONTRACTOR'S site supervisor shall then dispatch to the scene of the fire, the CONTRACTOR's water truck which is equipped with suitable apparatus to quell or control a fire until the nearest fire department has an opportunity to respond. Immediately after dispatching on-site equipment, operating personnel will summon the nearest fire department for help. The AUTHORITY's main office in Dover shall then be notified of the fire.

With the installation of the irrigation system and two stormwater storage basins as part of the Cell 2 construction contract, other means for controlling fires at the SSWF-1 are available. The irrigation system incorporates two wells as its source of supply, each capable of producing a minimum 250 gpm. The pump at the head of each well provides 150 psi of pressure to the system. Spaced along the six-inch PVC irrigation line are Mueller A-411 post-type hydrants which can be utilized for fire-fighting purposes. The operating nuts on these hydrants open clockwise (to the right) which is consistent with the standards of the fire protection district (Laurel, Delaware) which provides fire protection coverage to the site. Water contained within the two stormwater storage basins which flank the Cell 2 area could also be utilized in critical situations for fire-fighting purposes. Under normal operating conditions, however, these basins should be dry.

Fires which occur deep within solid waste deposits can only be brought under control by excavating the area to expose the fire and then extinguishing it. Such fires, however, are rare in a well compacted and covered landfill. If a deep-seated fire is detected within deposited solid waste, the removal of the overburden of soil and solid waste and subsequent excavation of the burning materials probably would be too dangerous to handle with dozers, front-end loaders, and like equipment. A drag line may have to be brought to the site to excavate the burning materials in this situation.

4:22 Surface Runoff Control

One of the primary considerations in landfill design and operation is the routing of upgradient rainfall runoff and snow melt around and off the fill areas and leachate collection facilities. Providing for such surface water control helps to diminish, if not eliminate, problems associated with the infiltration of this water into the solid waste or the inflow of such water into sumps or manholes. The CONTRACTOR shall be responsible for constructing and maintaining any swales, berms, culverts, or velocity checks as appropriate, to control surface runoff on and around the landfill area.

The CONTRACTOR shall also be responsible for moving and placing tarps (which shall be supplied by the AUTHORITY at no cost to the CONTRACTOR) to limit the amount of rainwater contributing to the production of leachate. Tarps shall be placed in locations as directed by the AUTHORITY's Landfill Manager. Surface Runoff Control is also required around the perimeter of the cell as described in Section 4:30 Daily Construction of Lifts.

The top surface of the disposal area shall be graded and bermed to divert surface runoff to locations where corrugated metal pipes shall be installed by the CONTRACTOR to convey the runoff water down the sideslopes to the peripheral stormwater drainage ditches. These pipes shall be extended to the side slope of the landfill as the height of the fill increases. This task shall be accomplished on a time and materials basis. The CONTRACTOR shall install drainage pipes as instructed by the AUTHORITY.

4:23 Erosion Control

Erosion of the protective cover material on landfill Cell 1 is to be repaired as soon as possible to maintain the required depth of cover. The establishment and maintenance of a good stand of grass on the finished slopes is important in maintaining erosion control. It may be necessary to use silt fences, straw bales, ditches or berms in addition to help prevent erosion. The CONTRACTOR shall take whatever measures are necessary to prevent and correct erosion problems on the site including Cell 1 and the leachate tank area.

Also, to prevent soil erosion and promote the growth of vegetation on the landfill sideslopes, “Curlex” strips or other approved slope stabilization material shall be purchased by the CONTRACTOR and placed in four (4) foot wide strips, eight (8) foot on center, and parallel to the contours of the sideslopes as shown on the Drawings attached to this Contract.

4:24 Dust Control

Dust may be a problem during extremely dry periods and presents health hazards to personnel through inhalation of the dust particles, safety hazards by obscuring vision, and maintenance problems to vehicles and equipment. It can give the SSWF a poor image with respect to caliber of operation. Therefore, the CONTRACTOR shall, over gravel and unpaved roads, use water and/or moisture absorbing chemicals such as calcium chloride to control dust. The use of moisture absorbing chemicals first must be cleared with appropriate State and Federal regulatory agencies. Over paved surfaces, dust is controlled by periodic sweeping and/or cleaning of the pavement. The site entrance, entrance road, access roads, and parking areas can be cleaned with typical street cleaning equipment. Other paved areas adjacent to the weigh station and scales shall be cleaned by hand, if necessary.

4:25 Traffic Control

Traffic control is necessary to maintain an orderly vehicle flow, minimize accidents and avoid delays in unloading time. All incoming traffic shall be directed by signs to the weigh station and scale for weighing. Incoming and outgoing trucks will be controlled at the weigh station by means of traffic signals and gates located adjacent to the scales and controlled by the AUTHORITY’s Weighmaster. Signs, pylons, and/or barricades are to be used by the CONTRACTOR to insure that when the solid waste vehicles leave the scale, the drivers can find their way to the working face of the landfill. The CONTRACTOR is responsible for spotting and controlling traffic at the working face.

The same route currently used by solid waste haulers for accessing the Cell 1 disposal area will be utilized for approaching Cell 2. Proposed traffic patterns on the Cell 2 disposal area are shown in Figures 1 through 5 attached to this Contract which depict the sequencing of landfilling in Cell 2.

4:26 Snow Removal

The CONTRACTOR shall be responsible for cleaning snow and/or ice accumulations from the entrance road, haul road(s), and access roads to the disposal area, the small load collection station, scales, and parking areas. A stockpile of sand, cinders, and/or salt shall be maintained for spreading on roadway surfaces to improve traction and prevent accidents. The CONTRACTOR shall also clear snow and ice from sidewalks and footpaths.

4:27 Wet Weather Area

The CONTRACTOR shall be responsible for maintaining a separate area on the landfill surface which can be used by customers during wet weather. Geotextile material and stone purchased by the AUTHORITY shall be used by the CONTRACTOR for this purpose.

4:28 Scavenging

Scavenging by the CONTRACTOR or facility users shall not be allowed at any time. The CONTRACTOR shall be responsible for enforcing this policy.

4:29 Landfill Disposal Sequence

The CONTRACTOR shall dispose of solid waste within Cell 2 proceeding in general from high points to low points, in order to facilitate the runoff of surface water. The disposal sequence used by the CONTRACTOR shall meet the approval of the AUTHORITY and shall follow a similar pattern shown in Figures 1 through 5 attached to this Contract. The AUTHORITY may request the CONTRACTOR from time to time to revise the disposal sequence. The CONTRACTOR shall also dispose of solid waste on the eastern sideslope of Cell 1 as shown in Figures 1 through 5. In this area, the CONTRACTOR shall remove and salvage the final cover and topsoil before he commences landfilling.

4:30 Daily Construction of Lifts

Lifts shall be constructed in two (2) foot thick compacted layers. Solid waste lift heights are not to exceed ten (10) feet. The width of each day's cell shall be kept as small as practically possible. In no event shall the width exceed the maximum that can be covered at the end of the work day. As much as practically possible, the top

of the lift shall be graded to that ponding of water from rainfall or snow melt on the landfill surface is minimized.

Special attention is to be made by the CONTRACTOR on the first lift to insure that the finished grade for Cell 2 does not change from that shown on Drawing E-CE-240. Figure 6 shows that the first lift is not landfilled onto the sideslope of the berm surrounding Cell 2. This is done as an extra precaution to prevent seeps at the lower portion of the cell where leachate could then runoff into stormwater drainage ditches. To prevent excess rainwater infiltration into the active leachate collection system, the CONTRACTOR shall place a continuous rainwater drainage tarp over the exposed area of the sand drainage system as shown in Figures 6 and 7 until a three foot layer of final cover is placed as part of the finished grade of Cell 2. Tarps shall be provided at no cost to the CONTRACTOR by the AUTHORITY.

As the first lift is completed, a peripheral drainage layer made of fill with a permeability of no less than 10^{-3} cm/sec shall be placed by the CONTRACTOR as shown in Figure 7. The peripheral drainage layer shall prevent leachate from traversing from the solid waste in the first lift to the final cover and allow Cell 2 to be landfilled to the designed finished grade. Also, trenching described in Paragraph 4:31 is not necessary between the second and first lift. Figure 8 shows a completed cross section at the edge of the first and second lift.

4:31 Trenching at Slopes

The Contract Operator shall cut a trench through the daily cover as shown on Drawing E-CE-244 when filling occurs along final slopes. The trench shall be cut so that there is a direct connection between the solid waste of the lower lift and the new lift. This trench shall be cut at the beginning of each operating day. The trench shall be cut only long enough to coincide with the width of the solid waste cell expected for that day. If the trench is too long, it shall be backfilled at the end of the day to cover all exposed solid waste. Under no circumstance shall any solid waste be left uncovered at the end of the operating day.

The trenches shall be excavated (cut) only with proper equipment such as backhoes, or front-end loaders. Bulldozers and compactors are not to be utilized for this work.

4:32 Density Requirement

The CONTRACTOR shall run the landfill compactors over the solid waste in enough passes to achieve the maximum in-place density of the solid waste. An optimum in-place density of the solid waste deposit of 1200 lbs/cy is sought. The CONTRACTOR must achieve a minimum in-place solid waste density of 1000 lbs/cy.

4:33 Density Measurement

On a monthly basis, the CONTRACTOR shall conduct a density measurement to verify that the CONTRACTOR is meeting the minimum 1000 lbs/cy density requirement for solid waste disposed.

4:34 Daily Cover

The CONTRACTOR shall place a minimum of six (6) inches of earth (daily cover) over the solid waste at the end of each work day. No solid waste shall remain exposed after the end of an operating day. The CONTRACTOR must obtain earth for daily cover from off site. Daily cover excavation, hauling and placement shall be provided by the CONTRACTOR inclusive in the unit price per ton bid for "Solid Waste Disposal Service". The AUTHORITY may direct the CONTRACTOR to use an Alternate Daily Cover (see Section 3:05 of these Specifications).

4:35 Intermediate Cover

The CONTRACTOR shall place a minimum of one (1) foot of earth (intermediate cover) over areas which will not receive additional lifts of solid waste for periods longer than six (6) months. The CONTRACTOR must obtain earth for intermediate cover from off site. Intermediate cover excavation, hauling and placement shall be provided by the CONTRACTOR inclusive in the unit price bid per ton for "Solid Waste Disposal Service".

4:36 Final Cover

The CONTRACTOR shall place a minimum of twenty (20) inches of graded and compacted earth (final cover) on completed sideslopes and top surface of Cell 2 as shown on Drawing Number E-CE-244. Final cover over all completed areas shall be placed within one week of completion of said area. Final cover shall consist of off-site soil having a permeability of 1×10^{-6} cm/sec or less. Final cover excavation, hauling and placement shall be provided by the CONTRACTOR inclusive in the unit price bid per ton for "Solid Waste Disposal Service".

4:37 Final Grading

The grading plan and final elevations of Cell 2 are shown on Drawing E-CE-240. Landfill area sideslopes shall be maintained at a ratio of 3:1 (horizontal to vertical). A ten (10) foot wide terrace shall be incorporated in the sideslopes for every twenty (20) foot rise in height of the landfill. The work associated with final grading shall be provided by the CONTRACTOR inclusive in the unit price bid per ton for “Solid Waste Disposal Service“.

4:38 Topsoil

Immediately after final cover has been placed, four (4) inches of topsoil, humus, or sewage sludge shall be placed on top of the final cover. The use of humus or sewage sludge in place of topsoil shall be approved by DNREC and the AUTHORITY prior to use. The work associated with obtaining and placing topsoil shall be provided by the CONTRACTOR inclusive in the unit price bid per ton for “Solid Waste Disposal Service”.

4:39 Seeding and Mulching

Seeding and mulching to promote stabilization of the final soil cover shall be accomplished as soon as weather permits seed bed preparation and planting operations and when seasonal conditions are suitable for the type of vegetation to be used. Seeding and mulching operations including application of necessary nutrients shall follow the Delaware Erosion and Sedimentation Control Handbook of 1980 or the latest revision thereof. The work associated with seeding and mulching shall be provided by the CONTRACTOR inclusive in the unit price bid per ton for „Solid Waste Disposal Service“. To help establish a good vegetative growth on poorer soils, digested sludge from a domestic wastewater treatment facility may be applied to the surface. Such an undertaking must be approved by the AUTHORITY and DNREC.

Although the establishment of a healthy growth of vegetation should minimize the formation of erosion gullies, any eroded areas which do occur shall be repaired as weather and season permits.

4:40 Recharge Well/Gas Vent Construction

Recharge Well/Gas Vents shall be installed by the CONTRACTOR in the manner and locations shown on the Drawings. Sections of pipe are to be added as the fill depth increases. The work associated with recharge well/gas vent construction shall be provided by the CONTRACTOR on a time and materials basis.

4:41 Leachate Handling

The CONTRACTOR shall be responsible for recycling leachate from the collection systems for Cell 1 and Cell 2. Incorporated in the design of Cell 2 Disposal Area are two pump stations for pumping leachate to the leachate storage tanks. The CONTRACTOR shall be responsible for operating these pump stations and maintaining the equipment in proper operating condition. Maintenance of the pumps, electrical equipment, instrumentation, and alarm systems shall be as specified by the manufacturers to keep the equipment in proper operating order. If the equipment requires major repair work, the CONTRACTOR shall make any necessary repairs immediately and then will be reimbursed by the DSWA for the repair costs.

Leachate can be pumped from leachate storage tanks directly into tank trucks. Tank trucks shall be filled over the truck loading pads at the Cell 2 pump stations. The truck loading pad will catch any spillage during the transfer process and direct it by a gravity drain line to the pump stations. Valves in these lines will prevent rainwater or runoff from entering the pump stations when the loading pads are not in use. The CONTRACTOR shall provide for pumping water from the drains in the loading pads after each precipitation event.

With the aid of a portable pump which the CONTRACTOR shall provide, leachate can also be pumped directly from the Cell 2 tanks to the top of a disposal area for recirculation through the solid waste deposit. If leachate spills during transfer operations, it will be confined to the area within the containment dike and will flow back to the pump station by a gravity sewer line. A valve in this line will prevent rainwater or runoff from entering the pump station. The CONTRACTOR shall make provisions to pump water from the containment dike after each precipitation event.

The Cell 2 leachate storage tanks are equipped with a flush bottom valve to allow for complete removal of tank contents, and with a sampling valve to allow for the easy

collection of leachate samples from the storage tanks. A wooden tank level indicator also will be available to measure tank contents should there be a malfunction in the ultrasonic level detector. Metal platforms will allow access to the top of the tanks for repair or calibration of the ultrasonic level recorder or for the manual measuring of tank contents. The CONTRACTOR shall be responsible for the operation and maintenance of this equipment. The CONTRACTOR also shall be responsible for measuring and recording on a daily basis:

1. Leachate quantities collected in all tanks for Cell 1 and Cell 2;
2. Leachate recycling events (quantities, source, and location recycled to);
3. Removal of stormwater accumulated in drains, pads, basins, dikes, and sumps.

The CONTRACTOR shall recirculate or transport leachate onsite as directed by DSWA's Facility Manager. If the Facility Manager decides that leachate shall be transported offsite for treatment and disposal, the AUTHORITY shall be responsible for developing the necessary Contracts with a licensed waste hauler and the treatment facility to accomplish these tasks.

4:42 Environmental Monitoring

All environmental monitoring (including but not limited to groundwater sampling and analysis, gas sampling and analysis and leachate sampling and analysis) and costs associated with such shall be the responsibility of the AUTHORITY.

4:43 Emergency Action Plan

The proper construction and operation of the SSWF should not result in any event detrimental to the environment under normal or certain abnormal conditions. Problems created by extremely adverse weather conditions producing, for instance, high leachate flows can be contained within the lined disposal area by allowing leachate to back up within the solid waste deposit, thus utilizing the lined disposal area as a contingency leachate storage facility. This procedure must be specifically approved by the AUTHORITY before implementation.

The response of CONTRACTOR personnel to any serious emergency situation such as but not limited to a fire, personal injury, or fuel spill shall be as follows:

1. Notification of Site Supervisor, Landfill Manager and Weighmaster.
2. Notification of emergency service (fire department, ambulance) by Site Supervisor, Landfill Manager or Weighmaster.
3. Notification of designated official(s) of DSWA by Site Supervisor, Landfill Manager or Weighmaster.
4. Notification of designated official(s) of Contract operating firm by Site Supervisor or DSWA official.
5. As appropriate, notification of DNREC and other State or Federal regulatory agency by DSWA official.

This notification procedure augmented with names of responsible personnel shall be posted next to each telephone at the site. It shall be followed with written accounts of each incidence submitted to the AUTHORITY within twenty-four (24) hours of occurrence.

4:44 Accident Reports

“Accident Reports” are to be prepared by the CONTRACTOR for each significant mishap which occurs involving injury to operating personnel or visitors (personal injury requiring medical attention) and/or damage to equipment and facilities. Maintenance of accident records is a necessary part of the safety program for several reasons:

- To determine responsibility;
- To dispose of claims, including workmen’s compensation;
- For supervision and control of workers; and
- To identify conditions and practices that cause accidents;
- To fulfil governmental requirements for accident reporting.

The CONTRACTOR shall keep Accident Report forms available on site for use. A copy of an Accident Report shall be provided to the AUTHORITY by the CONTRACTOR within twenty-four (24) hours after the occurrence of an accident.

4:45 Operating Reports and Records

The CONTRACTOR shall maintain records for the AUTHORITY of certain operating data and shall submit this data to the AUTHORITY on a monthly basis in report form. The monthly report shall be submitted to the AUTHORITY no later than two (2) weeks after the end of the month being reported and shall include, but not be limited to, the following information:

- 1) Weight, volume and density of the solid waste landfilled during the month.
- 2) Cubic yards of cover material used during the month broken out into:
 - a) daily cover
 - b) intermediate cover
 - c) final cover
 - d) topsoil
- 3) Square yards of areas that were seeded and mulched during the month.
- 4) Identification of areas landfilled during the month showing completed lifts and dates of completion. This shall be shown on a plan view on Drawings having a scale of 1" = 50'.
- 5) Location and description of repairs made on completed areas during the month.
- 6) Leachate quantities collected in Tanks 1A and 1B of Cell 1 and Tanks 2A, 2B, 2C, and 2D of Cell 2 during the month.
- 7) Leachate recycling information for recycling events during the month including:
 - a) date of each recycling event
 - b) quantity recirculated during each event
 - c) pumping rate
 - d) identification of the source of the recycled leachate
 - e) identification of the location where leachate was recycled to
 - f) a description of the equipment and method used to recycle the leachate
 - g) comments or observations about the recycling event.

- 8) Accumulated Daily Inspection Sheets stating the physical condition of the leachate collection systems for Cells 1 and 2, the type of daily cover used for the day, and the presence of any erosion damage or seeps to Cell 1 and 2. See Figure 10 attached.

4:46 Monthly Operations Meeting

On a monthly basis the CONTRACTOR shall send representatives, including the Site Supervisor and Project Manager to the site for an Operations Meeting with the AUTHORITY. The purpose of the meeting shall be to discuss and resolve any problems encountered during the operation of the landfill and also to inspect the landfill to insure that the CONTRACTOR is meeting the requirements of the CONTRACT.

4:47 Summary of Key Periodic Operation Requirements

The following is a summary of the most important periodic operating requirements of this Contract:

Daily Requirements

- 1) Placement of a minimum of six (6) inches of earth (daily cover) over the solid waste at the end of each work day.
- 2) Picking up litter and debris at the Small Load Collection Station every day.
- 3) Picking up litter on the grounds every day.
- 4) Measuring and recording leachate quantities collected in all leachate tanks.
- 5) Visually inspect Cell 1 and Cell 2 for erosion and seeps and all manholes for clogs in the leachate collection system or flow from any leak detection pipe as part of filling out the Daily Inspection Sheet.

Weekly Requirements

- 1) Cutting grass on the SSWF-1 ground as directed by the AUTHORITY's Landfill Manager.
- 2) Sweeping the paved entrance road at least once per week.

- 3) Cleaning the surface of both scales at least once per week.
- 4) Watering and weeding the flowers and shrubs the AUTHORITY has planted at the brick gate and weigh station on an as needed basis as directed by the AUTHORITY's Landfill Manager.
- 5) Watering grass on the landfill on an as needed basis as directed by the AUTHORITY's Landfill Manager.
- 6) Grading the access road on the landfill on an as needed basis as directed by the AUTHORITY's Landfill Manager.
- 7) Cleaning landfill compactor's radiators using an air compressor or high pressure water at least once per week.

Monthly Requirements

- 1) Submission of the Monthly Operating Report described in Section 4:45 of these Specifications
- 2) Attendance at an Operations Meeting to be held on site with the AUTHORITY on a monthly basis.
- 3) Density measurements shall be conducted by the CONTRACTOR on a monthly basis.

Quarterly Requirements

- 1) Grading perimeter access roads each quarter.

BID

CONTRACT DSWA-193

Operation of Cell 2
Southern Solid Waste Facility
(SSWF-1)
Delaware Solid Waste Authority
Dover, Delaware

Bid of _____
Name

Address

an individual, a partnership, a corporation (delete titles not applicable) registered in the State of _____ for Contract DSWA-193 as described in the Drawings and the Specifications listed herein, for the Delaware Solid Waste Authority, Dover, Delaware.

TO: Delaware Solid Waste Authority
P.O. Box 455
Dover, Delaware 19903-0455
ATTN: Mr. N.C. Vasuki
General Manager

1. Pursuant to and in compliance with your advertisement inviting Bids dated _____, 1989 for the furnishing of all labor, equipment, and material for the operation of the Southern Solid Waste Facility-1, and having carefully examined the Contract Documents comprising the Plan, Specifications, and all other documents bound therewith, together with all Addenda or conditions affecting the Work, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper or incidental to the Contract as required by and in strict accordance with the applicable provisions of the Specifications and all addenda or bulletins issued by the Authority and mailed to the undersigned prior to the date for opening of bids for the Fixed Unit Prices as outlined in the spaces provided below, with the agreed stipulation and understanding that any quantities pertaining to the Fixed Unit Price Items will be paid the Contractor according to the fixed unit bid price for that item for the quantities actually placed and that all quantities are subject to final checking by Authority as actually installed.

BID

CONTRACT DSWA-193

The Bidder agrees to provide "Solid Waste Disposal Service" which shall include furnishing all labor, materials and equipment necessary to operate the Southern Solid Waste Facility-1 for a period of at least four (4) but no more than five (5) years in accordance with the specifications, drawings, any conditions of the DNREC Permit Number SW-86/01, the Regulations Governing Solid Waste in the State of Delaware and any other applicable State or Federal government regulations and for the price per ton listed below. The term of the Contract shall begin on September 17, 1989, during which time a minimum guaranteed amount of solid waste of 100,000 tons per Contract Year shall be landfilled.

OPERATIONS OF SSWF-1

1.

<u>DURATION</u>	<u>FIXED PRICE/TON</u>	<u>MINIMUM GUARANTEED TONNAGE</u>	<u>SUBTOTAL</u>
Year 1 & Year 2	\$ _____ Numbers	x 200,000 Tons	= \$ _____ Numbers
_____ In Words		_____ In Words	
Year 3 & Year 4	\$ _____ Numbers	x 200,000 Tons	= \$ _____ Numbers
_____ In Words		_____ In Words	
Year 5	\$ _____ Numbers	x 100,000 Tons	= \$ _____ Numbers
_____ In Words		_____ In Words	
TOTAL EXTENDED AMOUNT FOR ITEMS 1-3:			\$ _____ Numbers
			_____ In Words

BID

CONTRACT DSWA-193

Credit on the dollar per ton bid price for the cost savings of not using six (6) inches of soil daily cover on slopes:

\$ _____ per ton
Numbers

_____ dollars per ton
In Words

2. The Bidder agrees to begin work within ten (10) calendar days after receipt of Notice to Proceed.
3. The Bidder, within ten (10) calendar days notice from the Authority or the Authority's Agent of the Authority's intention to award a contract to the Bidder, shall furnish to the Authority a Performance Bond/Payment Bond in the form set forth in these Contract Documents, executed by the Bidder and by a Corporate Surety or Sureties of an approved Company or Companies authorized to do business in Delaware and not unsatisfactory to the Authority, and within five (5) calendar days of notice from the Authority of the award of a contract, execute the Contract in the form set forth in the Contract Documents.
4. All Work called for in the Plans and Specifications or required for proper completion of the Work under this Contract, even though it is not specifically mentioned in the Specifications, will be considered as covered by the Bid Prices and no extra payments will be allowed therefor.
5. The Bidder further declares that this Bid is made without any connection with any other person or persons making a Bid for the same work, and is in all respects fair and without collusion or fraud.
6. The Bidder further declares that no member of the Delaware Solid Waste Authority, head of department, chief or bureau, deputy thereof, clerk therein, or other officer is directly or indirectly interested as principal, surety or otherwise in this Bid, or in the performance of the Contract, work or business to which it relates, or in any portions of the profits thereof.

BID

CONTRACT DSWA-193

7. The undersigned hereby designated as his office to which said notice of acceptance may be mailed, telegraphed, or delivered:

8. Accompanying this Bid is a Certified Check or Bid Bond in the amount of _____

(In Words)

(Dollars) \$ _____ as bid security, to guarantee that the
(In Numbers)

Bidder, if awarded the Contract, will present the required Bonds and enter into a Contract as outlined in Paragraph 3 of this Bid.

9. The Bidder agrees to purchase the Performance/Payment Bond from a guarantee or surety company incorporated under the laws of the State of Delaware or duly authorized by law to act as surety in the State of Delaware and authorized by the courts of Sussex County to become surety in judicial proceedings therein; and which is approved by the Delaware Solid Waste Authority.

(Name)

(Address)

10. The Bidder declares that the names of persons affixed to the Certificate of Surety hereto annexed, were written by said persons, and that said persons are responsible sureties as individuals or are officers of a guarantee or surety company incorporated under the laws of the State of Delaware or duly authorized by law to act as surety in the State of Delaware and authorized by the Courts of Sussex County to become surety in judicial proceedings therein.

BID

CONTRACT DSWA-193

11. The detailed Plans and Specifications covering the project upon which this Proposal was prepared are as follows:

12. The undersigned acknowledges receipt of the addenda and/or bulletins issued by the Authority and listed as follows:

13. This Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any postponement thereof. However, this Bid shall not be withdrawn for a period of ninety (90) days from the opening and reading of bids.

BID

CONTRACT DSWA-193

IN WITNESS WHEREOF, the undersigned has caused this Proposal to be executed as of the _____ day of _____, 19____ .

A. Individual Bidder

Witness :

BY: _____
Signature

BY: _____(SEAL)
(Individual) Signature

BY: _____
Name Typed or Legibly Written

BY: _____
Name Typed or Legibly Written

trading as _____

whose business address is _____

BID

CONTRACT DSWA-193

B. Partnership Bidder

(Name of Partnership) Typed

Witness:

BY: _____
Signature

BY: _____(SEAL)
(Partner) Signature

BY: _____
Name Typed or Legibly Written

BY: _____
Name Typed or Legibly Written

BY: _____
Signature

BY: _____(SEAL)
(Partner) Signature

BY: _____
Name Typed or Legibly Written

BY: _____
Name Typed or Legibly Written

BY: _____
Signature

BY: _____(SEAL)
(Partner) Signature

BY: _____
Name Typed or Legibly Written

BY: _____
Name Typed or Legibly Written

trading as _____

whose business address is _____

BID

CONTRACT DSWA-193

C. Corporation Bidder

(Name of Corporation) Typed

Attest:

BY: _____
(Assistant Secretary)
Signature

BY: _____
(President) Signature

BY: _____
Name Typed or Legibly Written

BY: _____
Name Typed or Legibly Written

(CORPORATE SEAL)

whose business address is _____

or if appropriate

(Name of Corporation) Typed

(CORPORATE SEAL)

Attest:

BY: _____
Signature

*BY: _____
: (Authorized Representative)
Signature

BY: _____
Name Typed or Legibly Written

BY: _____
Name Typed or Legibly Written

whose business address is _____

* Attach appropriate proof, dated as of the date of this Proposal, evidencing authority to execute in behalf of the Corporation

BID BOND

Contract DSWA-193

KNOW ALL MEN BY THESE PRESENTS that we, _____
_____, as Principal
(the "Principal"), and _____
_____, a corporation organized and existing under the laws of
the _____ of _____, as Surety (the
"Surety"), are held and firmly bound unto the Delaware Solid Waste Authority, as Owner (the
"Owner"), as hereinafter set forth, in the full and just sum of _____
(In Words)
_____ Dollars (\$ _____
(In Numbers)

lawful money of the United States of America, for the payment of which sum we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

The condition of the above obligation is such that, whereas, the Principal has
submitted to the Owner a certain Bid dated _____, 19 ____ (the "Bid") made a
part hereof, to enter into a Contract in writing, for the Operation of Southern Solid Waste
Facility-1, at Jones Crossroads, Delaware.

NOW, THEREFORE,

- a) If said Bid shall be rejected by the Owner, or in the alternative,
- b) If within ten (10) calendar days of notice from the Owner or the Owner's Agent
of the Owner's intention to award a Contract to the Principal in accordance

with the Bid, the Principal shall duly execute and deliver a Performance/Payment Bond in the amount required and in the form set forth in the Contract Documents under which the Bid was submitted with a Surety or Sureties as required by said Contract Documents and in the event of acceptance of his Bid by the Owner shall within the period specified therefor, enter into a written Contract with the Owner in accordance with the Bid as accepted and furnish to the Owner proper evidence of insurance coverage as required by the Contract Documents.

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal or claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals this _____ day of _____, 19.____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

Witness:

BY: _____(SEAL)
Signature

BY: _____(SEAL)
(Individual Principal)
Signature

BY: _____
Name Typed or Legibly Written

BY: _____
Name Typed or Legibly Written

(Business Address)

Witness

(Name of Partnership) Typed

BY: _____(SEAL)
Signature

*BY _____(SEAL)
: (Partner) Signature

BY: _____
Name Typed or Legibly Written

BY: _____
Name Typed or Legibly Written

(Business Address)

BY: _____(SEAL)
Signature

*BY _____(SEAL)
: (Partner) Signature

BY: _____
Name Typed or Legibly Written

BY: _____
Name Typed or Legibly Written

(Business Address)

BY: _____(SEAL)
Signature

*BY _____(SEAL)
: (Partner) Signature

BY: _____
Name Typed or Legibly Written

BY: _____
Name Typed or Legibly Written

(Business Address)

Witness:

(Name of Corporation) Typed

BY: _____(SEAL)
(Assistant Secretary) Signature

*BY _____(SEAL)
: (Corporate Principal) Signature

BY: _____
Name Typed or Legibly Written

BY: _____
Name Typed or Legibly Written

(Business Address)

Witness :

(Name of Surety) Typed

BY: _____(SEAL)
Signature

: _____

BY: _____
Name Typed or Legibly Written

(Business Address)

BY*: _____
(AFFIX CORPORATE SEAL)
Signature

Name Typed or Legibly Written

* Attach appropriate power of attorney evidencing the authority of attorney-in-fact to act in behalf of the Surety

LIST OF SUBCONTRACTORS

Contractor shall list all of his proposed subcontractors on this page.

Name of Company

Address & Telephone

LIST OF SUBCONTRACTORS

Name of Company

Address & Telephone

EXPERIENCE RECORD

CONTRACT DSWA - 193

If yes, give Name of Owner, Name of Bonding Company and circumstances:

CONTRACTOR

BY: _____
Signature

BY: _____
Name Typed or Legibly Written

TITLE: _____

DATE: _____

NOTE: This Experience Record must be submitted in quintuplicate (5) with the Proposal, and failure to submit will be considered justification for rejection of the Bidders Proposal.

FINANCIAL STATEMENT OF BIDDER

(Note: This affidavit must be executed and submitted with Bid. The data furnished are for the information of the Owner and will not be made public.)

State of _____

ss

County of _____

_____ being duly sworn according to law, deposes and says that the following is a true statement of (his) (their) (its) financial condition at the end of the month preceding the date of (his) (their) (its) Bid to the Owner, attached hereto:

CONTRACTOR

By: _____
Signature

By: _____
Name Typed or Legibly Written

Sworn and subscribed to before me this _____ day of _____, 19 ____.

NOTE: This financial Statement must be submitted in quintuplicate (5) with the Bid, and failure to submit will be considered justification for rejection of the Bid.

