



**La Crosse County**

**Request for Proposals**

**Solid Waste Disposal Facility Operations**

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## **Section 1 General Information**

### **1.1 Overview**

The La Crosse County Solid Waste Department is seeking a qualified contractor to operate the La Crosse County landfill in an environmentally sound manner at a cost-effective level. The contract term will be for a ten (10) year period beginning 7/1/2023 with up to a five (5) year extension with Committee approval during the eighth (8<sup>th</sup>) year of the contract agreement.

## **Section 2 Proposal Submittal Timeline and Instructions**

### **2.1 Proposal Submittal Timeline**

The following is a list of dates for certain activities related to the RFP process:

Release of RFP.....June 9<sup>th</sup>, 2022

Mandatory In-Person Meeting.....June 23<sup>rd</sup>, 2022 at 10:30 am

Deadline for contractors to Submit Proposals.....August 17<sup>th</sup>, 2022

Contractor Interviews.....Wednesday, September 7<sup>th</sup>, 2022

Public Works and Infrastructure Committee.....October 10<sup>th</sup>, 2022

**In-Person Meeting June 23<sup>rd</sup>, 2022, At 10:30 am. A mandatory in-person review of technical specifications, site overview, and pre-proposal meeting will be held at the landfill.** We anticipate this meeting to last approximately five hours (with breaks and lunch provided) with the end time flexible. Questions regarding the RFP will be addressed during this meeting. The County may provide oral clarifications, explanations, or responses to inquiries; the County is not bound by any oral representation.

Primary Contact:

Jackie Davis, Solid Waste Department

Cell: (608) 790-1944

[jdavis@lacrossecounty.org](mailto:jdavis@lacrossecounty.org)

Secondary Contact:

Jadd Stilwell, Director, Solid Waste Department

Direct: (608) 785-9769

[jstilwell@lacrossecounty.org](mailto:jstilwell@lacrossecounty.org)

### **2.2 Request for Proposals Location and Amendments**

This RFP is posted on the La Crosse County website. The County reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, alter or

delete any part of the RFP, changes to the RFP will be posted on the website. It is the contractor's responsibility to be aware of amendments that are posted on the website. The address is: <https://www.lacrossecounty.org/RFP/default.htm>.

### **2.3 Contacts Regarding Questions:**

Only those Contacts listed in one or more sections of this RFP may be contacted to discuss this RFP.

Procurement process questions:

Bryan Jostad  
Purchasing Manager, Finance Department  
(608) 785-5879  
[Jostad.Bryan@co.la-crosse.wi.us](mailto:Jostad.Bryan@co.la-crosse.wi.us)

### **2.4 Submission of Proposals**

RFP shall be submitted in complete original form. No faxed or emailed proposals will be accepted. The RFP shall be sealed and marked "Solid Waste Disposal Facility Operations". Interested vendors shall submit one (1) copy of their proposal in a paper form and (1) copy in an electronic format (jump drive)

**Sealed proposals must be delivered no later than August 17<sup>th</sup> by 10:00 am.**

**Solid Waste Department  
C/O Jadd Stilwell, Director  
3200 Berlin Drive  
La Crosse, WI 54601**

**Proposals received after the above date and time will not be opened.**

### **2.5 Opening of Proposals**

Proposals received in compliance with this RFP will be publicly opened at 10:05 am, **August 17<sup>th</sup>, 2022**, at the following location:

La Crosse County Landfill  
3200 Berlin Drive  
La Crosse, WI 54601

At that time, the names of contractors who submitted a proposal(s) will be announced. Announcement of the names of the contractors who submitted a proposal(s) is not a guarantee that the proposal otherwise complied with the specifications of this RFP.

### **2.6 Ownership of Proposals**

Proposals submitted on time become the property of the County upon submission, and the proposal will not be returned to the contractor. By submitting, the contractor agrees that the County may copy the proposal for purposes of facilitating the County's evaluation.

## **2.7 Other Information**

Contractors may submit any other information that is not described in this RFP that would be beneficial to the County. If in the interested contractor's opinion, the County has overlooked anything material or relevant, such item(s) may be brought to the County's attention and be included in the proposal for consideration.

## **2.8 Public Records Law**

All proposals are subject to the Wisconsin Public Records Law.

## **2.9 Public View of Proposals**

To the extent permitted by law, it is the intention of the County to withhold the contents of the proposals from public view, until such times as competitive reasons no longer require non-disclosure, in the opinion of the County. At that time, all proposals will be made available in accordance with the Wisconsin Public Records Law. It is intended that proposals will be withheld until after the RFP process has been completed.

## **2.10 Incurred Costs**

The County is not responsible for any costs incurred by the contractors in the preparation of a response to this RFP.

## **Section 3 Terms and Conditions**

**3.1** The County reserves the right to accept or reject any or all proposals or portions thereof without stated cause.

**3.2** The County reserves the right to re-issue any requests for proposals.

**3.3** Upon the selection of a finalist contractor, the County by its proper officials, employees, or agents shall attempt to negotiate and reach a final agreement with this contractor. If the County, for any reason, is unable to reach a final agreement with this contractor; the County reserves the right to reject such contractor and negotiate a final agreement with the contractor who has the next most viable proposal. The County may also elect to reject all proposals and re-issue a request for proposal.

**3.4** Clarification of proposals: The County reserves the right to obtain clarification of any point in a contractor's proposal or obtain additional information.

**3.5** The County is not bound to accept the proposal with the lowest cost but may accept the proposal that demonstrates the best ability to meet the needs of the County.

**3.6** The County reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the County.

**3.7** The County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the contractor.

**3.8** The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Purchaser, and its agents, officers and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents and / or sub-contractors which may arise out of or connected with activities covered by this contract.

**3.9** The selected contractor shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

**3.10** No reports, information, or data given to or prepared by the firm under contract shall be made available to any individual or organization by the firm without the prior written approval of the County.

**3.11** Should the selected contractor merge or be purchased by another individual or firm contract continuation would be at the County's option.

**3.12 Insurance**

**3.12.1** Contractor agrees that in order to protect itself as well as the Purchaser and La Crosse County, its officers, Boards, and employees under the indemnity provisions set forth in the paragraph above, Contractor will at all times, during the terms of this contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:

- Workers' Compensation: minimum amount statutory
- Comprehensive General Liability: \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage

- Excess Liability coverage: \$1,000,000 over the General Liability

**3.12.2** The Purchaser shall be given thirty (30) days advanced written notice of any cancellation or non-renewal of insurance during the term of this contract. Upon execution of this contract, the Contractor will furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall within five (5) working days cause notice in writing thereof to be given to Contractor by certified mail, addressed to its post office address. Purchaser shall cooperate with Contractor and its attorneys in defense of any action, suit, or other proceedings.

#### **Section 4 Background**

La Crosse County is the hub of a regional solid waste management system that serves residents, businesses, and industries in this County, and in several surrounding counties in Wisconsin, Iowa, and Minnesota. Our system provides reuse, resource recovery, recycling, and disposal services, in addition to programs designed to reduce the toxicity of various waste streams. Most of these services are managed at the La Crosse County Solid Waste Facility. Resource recovery activities are conducted at the Xcel Energy waste-to-energy facility on French Island. The services offered by our system are consistent with the State of Wisconsin's preferred waste management hierarchy. As a publicly owned, privately-operated system, we are focused on managing waste locally. This full-service approach is vital to our environmental and economic sustainability.

The Mission Statement for the La Crosse County Disposal System is:

A publicly managed, integrated solid waste disposal system provided through public/private partnerships and committed to a responsible and sustainable approach to solid waste management. The Solid Waste Department operates to provide environmentally and economically sound solid waste services through:

- Cooperation with a regional mindset.
- Communication and education that is comprehensive.
- Creativity that will result in long-term value to stakeholders.

#### **Section 5 Scope of Work**

##### **Introduction**

The contractor must be able to provide long term solid waste operational capabilities to the County that are cost effective, efficient, and reliable. The contractor selected following the RFP process will work under the direction of the Solid Waste Department.

##### **Contractor Responsibilities**

Contractor shall be responsible for furnishing and installing all equipment, labor (including a full-time onsite supervisor), supplies, and all other costs associated with the proper and satisfactory operations and maintenance of the La Crosse County Landfill to satisfy all existing and future requirements of the Wisconsin Department of Natural Resources, and all other relevant regulatory agencies, which relate to the operation of the Site except those items which are provided by the Department, pursuant to the Contract.

The major operation of the Landfill includes screening, receiving, spreading, compacting, and covering Solid Waste, excavation and earthmoving, road maintenance, shop building maintenance, plowing, stormwater system maintenance, fence installation and litter control. The scope includes the operation of the municipal waste landfill (including recycling of metal, white goods, and tires), assisting in performing bioremediation of petroleum impacted soils, asbestos area, ash Monofill, and demolition waste area. Management of a materials processing pad including wood waste and shingle processing, and a citizen drop off area. Contractor will be responsible for overall maintenance of the Site. Contractor is required to maintain the Facility, including the land, shop building, site improvements, road maintenance, and provide other miscellaneous supplies. Contractor shall maintain the facility in neat appearance. Contractor shall be responsible for normal groundskeeping including, but not limited to, snow removal, mowing, and weed control in all areas (See Appendix A). Contractor is required to provide for communications and security of the Site. Contractor shall assist the Department with maintenance of the leachate and groundwater collection systems. Contractors shall review and become familiar with the applicable regulatory requirements, certifications, relevant compliance documents and the requirements of the Plan of Operations (available for review on site).

Contractor may propose and use sub-contractors to fulfill operation requirements. Contractors shall identify all proposed sub-contractors and provide the following information in Appendix B:

- Name, Address, website (if it exists), phone number and contact person
- Provide a detailed description of the work that will be performed by the sub-contractor
- Provide names and contact information for two (2) references knowledgeable about the work of the sub-contractor regarding projects most similar to the work that will be performed at the La Crosse County Landfill.

The normal hours of operation from November through March shall be from 7:00 am to 4:00 pm Monday through Friday. The normal hours of operation April through October shall be 6:30 am to 4:30 pm Monday through Friday and the 1<sup>st</sup> and 3<sup>rd</sup> Saturdays of the month from 9:00 am to 12:00 pm. The Solid Waste Department only observes five holidays annually. In the event the landfill is closed for a holiday during the week, it is open that following Saturday from 7:00 am to 12:00 pm. Contractor will be required to be onsite to handle waste and site operations during these times.

## **Section 6 Response**

Fill out and return the Response form in Appendix B and Bid Form in Appendix C.

## **Section 7 Evaluation**

La Crosse County will evaluate the proposals using the criteria described below.

### **7.1 Evaluation Criteria**

Category	Points
Cost	350
Qualifications	150
<b>Initial Evaluation Total</b>	500
Interview	500
<b>Total</b>	<b>1000</b>

### **7.2 Initial Evaluation**

Each proposal shall receive an initial evaluation. The proposals will be reviewed by an evaluation team. The highest evaluated contractors (up to 3) shall be requested to meet with the evaluation team for an interview. Contractors shall be notified of their interview status (advancing or not advancing) no later than August 25<sup>th</sup>, 2022, at 4:00 PM. Vendors advancing to the interview stage will receive an interview agenda.

### **7.3 Vendor Interviews**

Vendor interviews are scheduled for September 7<sup>th</sup>, 2022. Interview shall be in a question-and-answer format. Vendors must be available on this date.

- A. The Contractor's Key Personnel shall be present at the interview. At minimum the Project Manager and On-site supervisor must be present.
- B. Vendors participating in this process will be expected to respond to questions.
  - a. Preset questions will be provided by the evaluation team in advance. The response to these questions will be presented at the interview.
  - b. In addition to the preset questions, additional questions should be expected by the evaluation team.

### **7.4 Final approval of Vendor**

The evaluation team will make a recommendation to the Public Works and Infrastructure Committee for the October 10<sup>th</sup>, 2022, meeting.

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## SECTION 101

### GENERAL REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 LOCATION AND SCOPE OF WORK

- A. Location: The La Crosse County Landfill site is located in the S 1/2 of the NE 1/4 of the N 1/2 of the SE 1/4 of Section 12, within the Cities of La Crosse and Onalaska. Access to the Site is directly off STH 16. Address: 3200 Berlin Drive, La Crosse, Wisconsin 54601
- B. Scope of Work:
1. In general, the Work consists of continued operation of the La Crosse County Landfill Complex and maintenance of the property and physical facilities as herein described: Operate MSW (municipal solid waste) Landfill, operate asbestos area within MSW landfill, operate construction and demolition landfill area within MSW Landfill, operate an Ash Monofill, perform bio-remediation of petroleum impacted soils, operate and maintain the following: yard waste area, asphalt shingle processing area, clean wood processing area, clean fill management area, tires management area, mattresses management area, citizen drop-off area, stump processing area, maintain the concrete and blacktop processing area, handle latex paint and other non-hazardous waste, perform annual landfill maintenance.
  2. The Contractor shall operate in accordance with the Contract Documents including, but not limited to the Plan of Operation, Phasing Plan, and all Drawings and Reports.
  3. The Contractor shall perform all work hereunder in compliance with all applicable federal, state, county and municipal laws, ordinances, and regulations. The La Crosse County Landfill will notify applicable agencies if they suspect that the Contractor is not in compliance with regulations. Any violations may be cause for termination of contract.
    - a. The requirements set forth by the Wisconsin Department of Natural Resources as set forth in NR 500 of the Wisconsin Administrative Code [http://docs.legis.wisconsin.gov/code/admin\\_code/nr/500.pdf](http://docs.legis.wisconsin.gov/code/admin_code/nr/500.pdf) and the conditions set forth in all Approval Letters pertinent to this landfill facility issued by the DNR as they relate to the Contractor's responsibilities are listed in Attachment A and are an integral part of this Contract. All can be viewed at the Landfill office.
    - b. Future modifications in the DNR's requirements that are not in draft form as of the bid opening shall permit the Contractor and/or Owner to renegotiate the payment it is to receive under this Contract, provided that the modifications in the DNR's requirements would result in significant changes being made to this Contract. Modifications that result in significant changes may result in renegotiation of the Contract payment terms.
  4. The Contractor shall be responsible for furnishing and installing all material, equipment, labor, and maintenance building utilities and other costs associated with the proper and satisfactory operation and maintenance of the prescribed La Crosse County Landfill Complex to satisfy all existing and future requirements of the Wisconsin Department of Natural Resources, the Occupational Safety and Health Administration, and other pertinent regulations which relate to the operation of the landfill.

##### 1.02 WORK BY OTHERS

- A. The Owner shall provide the following material and personnel for the operation of the disposal site:
1. The Owner shall provide the disposal site and the necessary licenses and permits required for the disposal site. The Contractor shall perform all Work hereunder in compliance with said permits and follow Best Management Practices. The La Crosse County Landfill will notify applicable agencies if they suspect that the Contractor is not in compliance with regulations. Any violations may be cause

for termination of contract. The Owner does not provide licensure and/or certification of Contractor's equipment or employees.

2. The Owner shall provide the following administrative personnel and/or services to ensure compliance by the Contractor with specifications and perform weighing and billing services:
  - a. La Crosse County Solid Waste Director: The La Crosse County Solid Waste Director or his designee shall oversee the Contractor's adherence to the Drawings and Specifications and the entire solid waste management system for the Owner.
  - b. Landfill Coordinator: The La Crosse County Landfill Coordinator shall assist the Solid Waste Director in overseeing the Contractor's adherence to the Drawings and Specifications and the entire solid waste management system for the Owner.
  - c. Scale house operators: The scale house operators shall perform all recording and weighing services at the landfill site.
  - d. Accounting and billing personnel: The Owner shall provide all solid waste tonnage recording and attendant billing services to all users of the landfill.
3. Monitoring Services: The Owner shall provide the sampling and analytical services required for the suitable monitoring of the gas and leachate generated in the Site as well as the groundwater monitoring requirements. The Contractor shall provide any monitoring necessary for the safety of their employees.
4. Leachate Hauling and Treatment Services: The Owner shall provide for the conveyance and treatment of all leachate collected at the Site and shall accordingly pay all conveyance costs and treatment costs for the same.
5. Monitoring Wells: The Owner shall be responsible for the installation and monitoring wells and the monitoring wells.
6. Water Service: The Owner provides water service to the landfill office and equipment maintenance building only.
7. Sanitary Service: The Owner provides sanitary service to the landfill office. The equipment maintenance building is on a holding tank.
8. Concrete and Asphalt Recycling and Aggregate Processing: The Owner provides all equipment and personnel to perform grinding, crushing of aggregate, concrete. The Contractor shall provide general pad management including managing and maintaining stockpiles, dust and odor control, snow plowing, surface water management including silt fence, protection of all monitoring and gas wells in addition to all other fixed structures.
9. Equipment Maintenance Building: The Owner will provide a maintenance building to be utilized by the Contractor throughout the Contract.
10. Maintenance of Limited Facilities:
  - a. Leachate storage, metering, and pumping equipment. The Contractor shall be responsible for supporting the pulling, handling, and resetting pumps one time per year as directed by the Landfill Coordinator, whereas the Owner shall be responsible for the repair.
  - b. Utilities for the landfill office and leachate pumps shall be by the Owner. Utilities for Contractor's equipment maintenance building shall be by the Contractor.
  - c. All signs including informational signs, entrance area signs, and directional signs in the working area shall be updated, and replaced, if necessary, by the Owner. The Contractor shall provide the labor for removing and re-erecting the signs as directed by the Owner.
  - d. The Owner shall erect any additional fencing along the property boundary of the landfill. The Contractor shall pay for and erect all litter control fencing. The Owner shall maintain all permanent fencing and gates at the Owner's expense. In the event that the Contractor damages the permanent fencing or gates, the Contractor will be required to repair or replace at the Contractor's expense.

### **1.03 SURVEYING GRADE STAKING AND HORIZONTAL/VERTICAL CONTROL**

- A. The Contractor shall provide his own construction grade staking to insure adherence to the Drawings. Specifically, the Contractor shall provide sufficient grade staking to insure that on-site borrow areas are not excavated below subgrade and that final grades of the landfill surface are adhered to.
- B. If the Contractor errantly excavates borrow areas below subgrade, the Contractor shall be required to backfill to subgrade elevation with suitable fill material, compacted to 95 percent Standard Proctor density. The Contractor will also bear the cost of soils inspection services for backfilling these areas. If there is an unauthorized overfill and final grades are significantly exceeded in the refuse fill areas requiring excavation by the DNR, the Contractor may be required to remove refuse to the plan elevations or, at the Owner's option, bear the cost of engineering services and DNR review fees to seek a plan modification for revised finished grades. Under no conditions can areas be underfilled. Contractor will be required to refill these areas as directed by the landfill coordinator and bear the cost.
- C. The Owner will provide baseline monumentation for horizontal and vertical control and will perform as-built surveys to verify adherence to the Drawings.

### **1.04 STAFFING REQUIREMENTS**

- A. The Contractor is responsible to maintain the following minimum staffing requirements with the general responsibilities listed under each position. Responsibilities can increase or decrease based on operation requirements. The following job descriptions may be shared responsibilities. For example, the Project Manager may also fulfill the duties of an operator. The following job descriptions may also be covered by multiple persons. For example, one person may perform the duties of the lead operator during the first half of the day, and another person during the remainder.
  - 1. Project Manager – On site a minimum of 35 percent of site operating hours per week. Meet with Solid Waste Director/County Staff, direct contractors' staff, and any sub-contractors, enforce rules, safety policies, training requirements, review/inspect site conditions and any other items that are needed under the contract.
  - 2. Superintendent/Lead Operator – Position must cover 100 percent of site operating hours per week. Meet with Operations Staff, coverage in MSW site 100 percent during operating hours to direct traffic, monitor for unacceptable waste and remove if needed, clear unloading area, assist in load inspections, place waste, compact waste, strip and replace daily cover, set grades, assist customers, enforce rules, safety policies, open site gates as needed, ensure roads and sites are accessible prior to site opening, close site at end of operating hours and any other items that are needed under the contract.
  - 3. Operator - Position must cover 100 percent of site operating hours/ week. Assist in MSW during lunch/breaks, 60 percent coverage in Construction and Demolition and Citizen Unloading areas to direct traffic, monitor for unacceptable waste, clear unloading area, place waste, compact waste, strip and replace daily cover, set grades, assist customers, enforce rules, safety policies, monitor asbestos site and petroleum impacted soil, place waste in Ash Monofill, manage wood, shingle, aggregate and yard waste sites and load out processed materials, make sure roads and sites are accessible prior to site opening and any other items that are needed under the contract.
  - 4. Operator/Laborer - Position must cover 100 percent of site operating hours/ week. Assist operator during lunch/breaks, water roads, sand/salt roads remove snow during working hours, pick up paint at HHM (Household Hazardous Materials), haul wood chips to site for paint disposal, paper picking, remove unacceptable waste from wood, shingle, asphalt and yard waste sites, load out processed materials, assist customers, enforce rules, safety policies, pull pumps clean and replace, push drop off containers as needed, weekly/bi-weekly mowing, trimming and any other items that are needed under the contract.
- B. Staffing levels must be high enough to ensure that someone is always within the MSW landfill to give direction to haulers during business hours and monitor for unacceptable items.



- C. For large projects like shingle/wood processing, road construction, intermediate cover placement or stripping and semi-annual mowing events it is expected the contractor will bring in additional manpower or use sub-contractors to maintain the operational staffing requirements

## **1.05 SUPERINTENDENCE OF WORK**

- A. Continuous superintendence of all operations on the Site of Work shall be provided by the Contractor through competent representatives. The Contractor shall designate a representative (Project Manager or Superintendent/Lead Operator) in charge who shall be fully authorized to act for the Contractor and to receive whatever orders may be given for the proper prosecution of the work or notices in connection therewith. At the outset of the Work, the Contractor shall deliver a list of the representatives in charge to the La Crosse County Solid Waste Director and subsequent changes shall be promptly reported.
- B. It is required that the Contractor's on-site landfill superintendent(s) and operators have all training and experience required by the state and federal government including the Wisconsin Landfill Operator's Certification.
- C. The Contractor shall make available his landfill superintendent(s) for a monthly one-hour Site review meetings with the La Crosse County Operations Coordinator or designee when requested.
- D. The Contractor's Project Manager shall be available on site to meet with the Solid Waste Department's Director for a quarterly two-hour meeting when requested.
- E. The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to any affected subcontractor.
- F. The Contractor shall at all times of operation have a Certified WDNR Landfill Operator employee on site.
- G. The Contractor will be responsible for assuring that all operators performing landfill related work have obtained the proper Landfill Operators Certification as per Chapter NR 524 of the Wisconsin Administrative Code, and Sec. 144.435(3) of the Wisconsin Statutes. The Contractor must pay for all landfill operator certification as required in this Contract and as provided in the law. A minimum of 2 WDNR certified operators will be required. The Contractor will be responsible for meeting the requirements of NR 524.05 at all times during operation. Failure to pass the required certification will be a violation of this Contract and may be cause by the County to terminate the Contract.

## **1.06 EQUIPMENT REQUIREMENTS**

- A. The major operation of the MSW landfill includes spreading, compacting, and covering the solid waste, excavation and earthmoving, road building and plowing, dust control, and litter control. At a minimum, the Contractor will be required to provide the equipment necessary to perform these tasks in a manner specified.
  - 1. Full Time (Daily) Required Equipment
    - a. Compactor (minimum 1 required)
      - 1) A CAT 826G compactor (or equal) will be the minimum required at the landfill to meet the compaction requirement specified under Section 201, 1.03- "Compaction" while confining the working face to as small an area as possible. If additional compaction equipment is necessary to suitably spread and compact the waste as defined in Sections 201 and 203 such equipment shall be provided by the Contractor without additional compensation.
      - 2) Two compactors are preferred, one for each active area, MSW and C&D/Citizens Unloading area. The Owner may allow the use of a single compactor provided the Contractor provides

- an approved plan to access both sites while protecting the internal haul roads, and a back-up plan for downtime.
  - 3) Only rubber-tired vehicles will be allowed on blacktop roads. If compactors or other equipment is to be transported from one site to another within the Landfill property, it will need to be transported on a semi, have separate equipment access roads built, or use tracking pads.
    - b. Rubber Tired Loader (1)
    - c. Enclosed Dozer (minimum 1 required)
      - 1) In the active areas, equipment shall have enclosed cabs with air filtration or positive displacement systems.
    - d. Skid Steer (1)
    - e. Sweeper (1)
    - f. Water Truck (1)
      - 1) A water truck must be available on-site for dust control.
  - 2. Monthly (In Addition to Daily Required Equipment)
    - a. Excavator (1)
    - b. On Road Dump Truck (1) for moving woodchips and gravel
      - 1) A dump truck shall be available, when needed, for hauling gravel, shingles, wood waste, etc. from one site to another within the Landfill. Transport of such materials in the bucket of a loader needs operational approval.
    - c. Wood/Shingle Grinder (1)
    - d. Enclosed Dozer (1)
    - e. Rubber Tired Loader (1)
  - 3. Semi-Annual (In Addition to Daily and Monthly Required Equipment)
    - a. Off Road Haul Trucks (2-3)
    - b. Grader (1)
- B. All equipment used on the Landfill must meet NIOSH, OSHA, and other applicable safety standards.
- C. The Contractor shall make arrangements for sufficient backup equipment in the event of equipment breakdowns such that the contract requirements are met at all times. Absence or non-use of the specified solid waste compaction equipment for a period of 3 consecutive days or a total of 10 working days per calendar year at the landfill will result in a credit to the Owner of \$1,000 per day (over said amount) and correction of deficient work.
- D. The Contractor may perform equipment maintenance, repair, cleaning, and fueling on-site.
  - 1. Precautions shall be taken to prevent the spillage of fluids on the ground.
  - 2. Power-washing of equipment is acceptable in the active landfill area and the maintenance building only due to possible contamination of monitoring wells.
  - 3. The Contractor shall notify the DNR and County in the event of contamination caused by spillage or leakage of Contractor's equipment during operations, maintenance, repair or fueling.
  - 4. The County's consulting firm will investigate the situation and determine any required action. The Contractor shall be responsible for all costs associated with any remedial investigation or remedial action required.

## **1.07 REVIEW OF CONTRACTOR'S INFORMATION**

- A. When review and checking for acceptability is required of any drawing, method of work, or of any information regarding materials and equipment, the Contractor shall prepare or secure, and submit for review at least 3 copies thereof. If the information thus submitted indicates the material and equipment is acceptable, the Owner will return 1 copy marked "furnish as submitted," otherwise 1 copy will be returned with an explanation of why the material or equipment is unacceptable and the Contractor shall resubmit the information until it is acceptable. If the Contractor wishes more than 1 copy returned, they may submit additional copies of the information for review.

## **1.08 EFFECT OF ACCEPTANCE OF CONTRACTOR'S INFORMATION**

- A. Acceptance by Owner of any Drawing, method of Work, or any information regarding materials and equipment the Contractor proposes to furnish shall not relieve the Contractor of his responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the Owner or Owner, or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment to be accepted. Such acceptance shall be considered to mean merely that the Owner has no objection to the Contractor using, upon his own full responsibility, the plan or method of Work proposed, or furnishing the materials and equipment proposed. The Owner's acceptance of any information shall not release the Contractor from any deviation from the Contract Documents.

## **1.09 GENERAL QUALITY**

- A. Where materials and equipment are to be furnished under the basic or extra work provisions of this Contractor, such material and equipment and of a quality equal to that specified or accepted.
- B. The Work shall be executed in conformity with the best accepted standard practice of the trade so as to contribute to maximum efficiency and operation, accessibility and appearance, and minimum cost of maintenance and construction of future alterations and additions. It shall also be so executed that the completed Work will conform to any existing installation.

## **1.10 QUALITY IN ABSENCE OF DETAILED SPECIFICATIONS**

- A. Whenever the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.

## **1.11 SAMPLES AND TESTS OF MATERIALS**

- A. In the case of materials to be supplied by the Contractor, samples shall, if and when required by the Specifications or the Owner, be prepared and submitted by the Contractor for checking. The samples or test specimens shall be prepared and furnished with information as to their source in such quantities and sizes as may be required for proper examination and tests.
- B. All tests of materials furnished by the Contractor will be made by the Owner in accordance with recognized standard practice. No such materials shall be used in the work unless or until they have been accepted in writing by the Owner, and samples of materials will be retained by the Owner for reference and comparison purposes.
- C. The cost of initial material inspection and testing in the vicinity of the Work, unless specified otherwise herein, will be borne by the Owner. Subsequent tests required will be at Contractor's expense.

## **1.12 CONTRACTOR'S FIELD OFFICE**

- A. During the performance of this Contract, the Contractor shall maintain an office in La Crosse County with a company representative authorized to receive instructions, other communications, or articles. An office at the landfill complex with cell phone service will meet this requirement. The Contractor's office hours at a minimum will coincide with the landfill operating hours.

- B. The Contractor will be allowed to utilize the Contractor's equipment maintenance building as an office. The maintenance building may be used to store only the Contractor's equipment intended for use on the landfill; the office shall be used for work on this Contract only; and the facility may not be utilized for any other private or personal business use.
- C. The equipment maintenance building does not have telephone or internet services at this time. Should the Contractor choose to install these services, they would require pre-approval from Solid Waste Director, and be at no cost to the County. However, such approval would not be withheld unjustly.
- D. Within the equipment maintenance building the County will maintain one room for their use only. Contractor shall allow access to equipment maintenance building for maintenance of County equipment as required.
- E. If the Contractor requires additional working space over and above that provided by the Owner, the Contractor shall request authority from the Owner to construct the same. All improvements or additions would be provided at the Contractor's expense. Fixed improvements to a building shall become Owner property and shall not be removed without Owner approval.
- F. The Contractor shall supply in place fuel tanks. Portable storage tanks or tanker trucks are not acceptable fuel storage systems. These tanks are to be used only for refueling equipment that is currently being used at the landfill. These tanks shall not serve as a fueling station for any other vehicles or equipment.
- G. The Contractor shall report LP Gas quantities used per calendar year by February 1 of the following year.
- H. All waste generated by the Contractor must come across the weigh scale before being deposited in the landfill.
- I. Contractor equipment and vehicles used to transport operators shall be parked out of the way, to minimize congestion in loading areas. Contractor vehicles may not be parked in the County's pipe storage area.
- J. Security: The Contractor shall at all times be responsible for the security of his possessions and equipment. The Owner will not take any responsibility for missing or damaged equipment, tools, or personal belongings.

### **1.13 SOLID WASTE QUANTITIES**

- A. The 3-year history of solid waste quantities received at the La Crosse landfill is provided in Bid Schedule "A" is for purely informational purposes. The information may not be indicative of future waste quantities, annual tonnage changes, or waste splits since the quantity of solid waste received may fluctuate significantly from time to time. The Bid Schedule requires the bidder to specify a price for handling an average annual number of tons of each of the waste types with a potential variation in quality of plus or minus 100 percent unless otherwise noted. IN NO CASE SHOULD THE FOLLOWING BE CONSTRUED TO BE GUARANTEED OR IMPLIED TONNAGE. THE CONTRACTOR MUST CONDUCT ITS OWN RESEARCH AND PROJECTIONS REGARDING FUTURE TONNAGE.

### **1.14 ACCEPTABLE AND UNALLOWABLE WASTE HANDLING REQUIREMENTS**

- A. The Owner shall be the sole party determining what sources of acceptable solid waste will be allowed at the Site unless such authority is expressly delegated to the Contractor. The Contractor must use best efforts to ensure that unallowable wastes are not disposed at the landfill. The following waste are examples of those considered acceptable:
  - 1. Commercial waste on a case-by-case basis.
  - 2. General industrial waste on a case-by-case basis.

3. Construction/demolition debris.
  4. Tree trimmings, trunks, and stumps (at the wood waste pile).
  5. Tires at the drop off site only.
  6. Xcel Energy incinerator ash.
  7. Xcel Energy Refuse Derived Fuel Facility residue and by-pass waste.
  8. Industrial process residue on a case-by-case basis.
  9. Other solid waste not specifically excluded.
  10. Asbestos and other special wastes
- B. The following wastes are current examples of waste unacceptable in the landfill:
1. White goods.
  2. E-waste.
  3. Yard waste.
  4. Automobile hulks.
  5. Toxic or hazardous waste.
  6. Liquid waste unless prior approval has been granted.
- C. Contractor shall remove tires, televisions, and white goods visible in the landfill during placement. The Contractor shall deposit tires at the drop off site provided, or another location designated by the Owner. Freon containing white goods shall be placed in the container on the processing pad. Non-freon containing white goods shall be placed in the metal goods container in the citizen's area. Televisions should be placed in gaylords at the Household Hazardous Materials facility.
- D. The Contractor shall exert all reasonable efforts to enforce applicable laws, regulations, and orders regarding the unlawful disposal of Unallowable Wastes at the Landfill, and to prevent deposits of Unallowable Wastes at the Landfill, and to prevent the burying of any contaminants ("Unacceptable Wastes") at the Landfill. It is recognized that some Unallowable Wastes, including Hazardous and Infectious Wastes, may occasionally be unloaded at the Landfill by waste generators and Haulers. The Contractor shall train appropriate employees to recognize such Unallowable Wastes and shall use diligent efforts to observe procedures set forth below:
1. The active operation of unloading, compacting, and covering Solid Waste shall be suspended in the immediate vicinity of the identified Unacceptable Waste. Safety measures shall be instituted as necessary. If the vehicle that transported the Unallowable Waste can be identified and is still at the Landfill, the Contractor's employees shall record the license number and any other identifying signs or features of the vehicle and shall immediately notify the County, WDNR and the other agencies and officials as required by law. The Contractor's employees shall endeavor to get the operator of the vehicle that delivered the Unacceptable Waste to take appropriate actions to dispose properly of the Unacceptable Waste. Regardless of Contractor's success in having the offending party remove the Unacceptable Waste, Contractor shall make formal demand upon the responsible party that it removes the Unallowable Waste or any portion remaining from the Landfill in accordance with procedures approved by the WDNR.
  2. If no responsible party can be identified or if a responsible party refuses to remove and properly dispose of Unacceptable Waste delivered to or deposited at the Landfill, the Contractor, within forty-eight (48) hours of the discovery of said Unacceptable Waste, shall remove and properly dispose of the Unacceptable Waste, at its costs with full right of recovery against the responsible party. The County hereby assigns to Contractor any and all of its cost recovery rights against such responsible party when Contractor removes and disposes of such Unacceptable Wastes.
  3. The Contractor shall generate a written report on each discovery of Unacceptable Wastes and notify the Solid Waste Director by telephone as soon as possible and in any event within twenty-four (24) hours of discovery. The report shall include documentation of interviews with all of the Contractor's employees and others who witnessed the illegal dumping and/or discovered the Unacceptable Waste. The written report shall include descriptions of the suspected vehicle(s), operators of the vehicles, and other information. The report shall indicate the procedures taken by the Contractor to remedy the problem. The Contractor agrees to cooperate and make employees available for any investigation,

civil litigation, or criminal proceedings regarding the delivery of Unacceptable Wastes. Ten or more incidents of the disposal of Unacceptable Wastes at the Landfill that are accepted by Contractor without following the above procedures shall constitute an event of default under Agreement.

- E. La Crosse County will conduct random load checks for the purpose of waste characterization as per Subtitle D requirements. The Contractor's site representative will accompany the Owner's inspector during all inspection. The Contractor will utilize their equipment to assist in load inspections. This assistance includes but is not limited to isolated waste, reloading the waste, and burying the waste. Additional compensation will not be paid to the Contractor for this work.
- F. Unique requirements for certain waste materials are an integral part of this Contract and the Contractor shall not be entitled to any additional compensation for unique requirements unless the Owner determines that the compensation received is insufficient to cover any additional costs incurred due to the unique waste handling requirements. Although the Owner may require the Contractor to provide unique handling for certain wastes, the Owner reserves the right to contract separately for operation of segregated disposal areas for wastes requiring unique handling.

#### **1.15 LEACHATE TANKS / LEACHATE SEEPS / MONITORING WELLS / LINER**

- A. The Contractor shall be responsible for assisting in the maintenance of leachate pumps to include pulling, handling, and resetting. The Owner will be responsible for cleaning and maintenance.
- B. Whenever a leachate seep is noted by any party, the Contractor shall immediately notify the Owner and take necessary steps to correct the problem. No payment will be made to the Contractor for correcting the leachate seep regardless of if the Contractor performed work on the portion of the landfill which has the seep.
- C. Should the Owner determine that damage has occurred to the liner, leachate piping, or any of the groundwater monitoring wells due to the Contractor's operation, the Contractor shall be responsible for all direct and indirect identifiable costs associated with repairing the damaged liner, leachate pipe or wells. These costs include but in no way are limited to excavation, storage, and replacement of wastes, and damage repair. It is mandatory that any and all damage be immediately reported to the solid waste director upon incidence or discovery.

#### **1.16 SURFACE WATER DRAINAGE AND EROSION CONTROL**

- A. The Contractor shall make every feasible effort to minimize the contact of water and refuse. A constant series of ditches shall be constructed during the operation of the site. Minimum slopes and uniform grades shall be maintained by grading rutted areas, filling in settled areas, seeding exposed slopes, etc.
- B. The Contractor shall prevent ponding and direct all surface waters from cover excavation areas to the sedimentation ponds.
- C. The Contractor shall be required to keep all contact surface run-off within the interior of the fill area. No contact surface water shall be allowed to drain out of any fill area.

#### **1.17 INTERMEDIATE COVER**

- A. Any area that will be left exposed for more than 6 months shall have intermediate cover applied. Contractor shall apply intermediate cover in the spring and in the fall to establish suitable vegetative growth.

- B. Intermediate cover includes soil, seed, fertilizing, and mulching as required to establish dense areas of permanent grasses, free from lumps and depressions. Replant any part of the areas that fail to show uniform growth.
- C. Contractor shall institute a seedbed consisting of a minimum of 12 inches of soil that is heavy in nature (clay, or a silt/clay mix), and 6 inches of topsoil on interior slopes and 12 inches of topsoil on exterior slopes that are at final grade, to promote growth and protect the same from erosion.
- D. Grass seed provided by the Contractor shall be Wisconsin State Hwy mix no. 20 or approved equal.
- E. Contractor shall provide mulch to be used to an optimum extent and as required by the Owner. Jute netting, excelsior blankets, e-logs or other control measures may be required in very critical areas and will be provided by the Contractor at no extra cost.
- F. Soil materials including clay and topsoil will be provided by Owner on site. All other materials are to be supplied by the Contractor and become property of the County upon installation.

#### **1.18 RESTORATION OF STOCKPILES**

- A. Restoration of the stockpiles must take place immediately after materials have been removed unless approved otherwise. Prepare grading the stockpile in a way that will facilitate future mowing, preparing soil, seeding, fertilizing, and mulching as required to establish dense areas of permanent grasses, free from lumps and depressions. Replant any part of the areas that fail to show uniform growth. Sand borrow piles do not require topsoil and seeding but will require occasional grading.
- B. Soil materials including clay and topsoil will be provided by Owner on site. All other materials are to be supplied by the Contractor and become property of the County upon installation.

#### **1.19 LITTER AND ODOR PREVENTION/ CONTROL**

- A. Of primary importance in evaluating the Contractor's performance is site appearance. The Contractor will be required to take measures to prevent, control, contain and collect litter. The Contractor must be prepared to deal with continuing blowing debris and high wind conditions. The Contractor shall promptly comply with or initiate operational measures either specifically stated or necessary to prevent, control, and collect litter.
- B. The Contractor shall take whatever steps are necessary to prevent and control litter including orienting the working area to minimize the exposure of solid waste to high winds, placing cover throughout the course of the day, and wetting the solid waste. The landfill will normally be open during high wind conditions and closure of the landfill is not an option of the Contractor unless authorized by the Owner.
- C. The Contractor shall take whatever steps are necessary to contain litter within the active working area and the active sequence including the erection of perimeter litter fences and movable litter fences at the working area. Litter fences will be erected as specified by the Owner around the entire perimeter of the active sequence and as specified by the Owner near the working face. All perimeter litter fences, and moveable litter fences installed under the provisions of this section shall become the property of the Owner upon the termination of this Contract. During the term of the Contract, however, the Contractor shall be responsible for all maintenance and repair required to keep the fence in good condition.
- D. The accumulation of litter will not be allowed. Litter exposed for more than 72 hours is a violation of the Contract. The Contractor shall assign sufficient personnel to collect all litter on the Owner property limits or off the property limits when the litter has originated from within the Owner property limits such that no

litter is exposed for a period of more than 72 hours. Where high winds exceeding 20 miles per hour are sustained for 2 or more consecutive days, resulting litter shall be collected within 72 hours after such high winds have diminished. However, even during high wind conditions and Contractor shall engage in litter collection and control and shall reinforce his litter collection crews within 24 hours of diminished wind conditions to insure collection of litter within 72 hours. Failure to initiate cleanup action within 24 hours is a violation of this Contract. It is understood that winter conditions will prevent the collection of litter to some degree and that cleanup must take place when conditions allow. The Owner shall determine when conditions do not allow litter collection. Muddy conditions shall not be considered reason to delay cleanup efforts. Priority for litter pickup shall be assigned as follows: Off-site litter, entrance area, surface water drainage ditches, along the exterior roads, outside the active sequence, inside the active sequence. The Contractor's responsibility for litter cleanup extends to litter within the landfill property and State Highway 16 with 1/4 mile of the landfill entrance.

## **1.20 DUST CONTROL IN ACTIVE AREAS**

- A. The Contractor shall provide continuous dust control measures to prevent dust from the landfill operation or vehicle movement. Dust control shall include at a minimum, removal of earth from the roadway system and application of water on the roadways. Chemicals or oils will not be used as a dust control agent unless approved by the Owner. Water will be applied to the roadways as often as necessary to minimize fugitive dust. If the Contractor is directed by the Owner to water the roads, he will initiate the watering within 1 hour of being notified and complete the task as quickly as reasonable.

## **1.21 FIRE CONTROL**

- A. The Contractor shall take suitable precautions to prevent fires and control them if they start. In a location reasonably close to the working face, an adequate stockpile of cover soils shall be made available by the Owner, maintained by the Contractor, and is to be used to fully extinguish burning waste. Contractor shall make available and maintain fire extinguishers on all equipment and in the equipment maintenance shop. It shall be the Contractor's responsibility to immediately contact, acquire, and provide compensation to the fire protection agency for portions of facility under his authority.
- B. The Contractor shall have available at all times a separate area for the unloading of suspected burning material and shall direct such loads to the appropriate area.

## **1.22 INTERIOR CLEANOUT EXTENSIONS**

- A. The Contractor shall be responsible for extension of the interior cleanouts in accordance with the Plan of Operation. The Contractor shall give at least 5 days' notice prior to extending the cleanout and the extensions shall be conducted under the supervisions and direction of the Owner. Great care shall be taken while filling around the cleanouts to avoid damage. Owner shall furnish and contractor install all necessary materials. On-site material can be used for the backfill around the outside of the cleanouts.

## **1.23 EARTHWORK**

- A. General Requirements: The Contractor shall obtain on-site materials for daily cover and intermediate cover from locations approved by the Owner. The intent is to optimize excavations in areas specified as imminent for future development or to accommodate on-site drainage.
- B. The Contractor shall be required to notify the Owner a minimum of 5 working days prior to initiation of construction of earthwork items contained in this section. Failure to provide proper notification shall be sufficient cause for the Owner to demand excavation and reinstallation of required improvements.



C. Materials:

1. Topsoil: Topsoil shall consist of the natural loam, sandy loam, silty clay loam, or clay loam humus-bearing soils whose intended purpose is the sustenance of prolonged plant life. Topsoil shall be free from roots, rocks and other extraneous matter which exceeds 1 inch in any one direction and free from noxious weeds. Topsoil shall be obtained from the Site.
2. Daily Cover: Daily cover shall be available for on-site which satisfies the objective of daily cover, i.e., control of litter, flies, and rodents and improved trafficability over the refuse. Depth of daily cover shall be approximately 6 inches. Alternative daily cover materials shall be used whenever possible.
3. Intermediate Cover: Refer to Section 1.19.

D. Construction:

1. Topsoil: Topsoil shall be placed loose and shall receive minimal compaction so as to provide a suitable seedbed for vegetative growth.
2. Intermediate Cover: Refer to Section 1.19.
3. Finished Grade: All areas covered by the Work, including excavated and filled sections, borrow areas, and transition areas, shall be graded uniformly to the elevations shown on the Drawings. The finished surface shall be compacted and finished to drain readily. The degree of finish shall be that ordinarily obtainable from a grader. The finished surface shall not be more than 0.2 foot above or below the finished elevations shown on the Drawings. Improved areas and all roadways affected by any excavation shall be restored to the condition which existed at the time the Contractor entered upon the Work. Ditches shall be graded, fences shall be restored, and all other work necessary for restoration shall be done.

## 1.24 ROADWAYS

A. Interior Roadways (Temporary or Semi-Permanent):

1. Constructed interior to the fill area to direct refuse vehicles to the working face and originating from the site perimeter roadways.
2. The Contractor shall construct and maintain the interior roadways within each landfill phase (cell).
3. The interior roadway system shall be comprised of all-weather materials which will not rut, settle, or become excessively slippery.
4. The interior roadway system must be usable in all weather conditions and for all vehicles utilizing their own power.
5. The interior roadways will have a maximum grade of 10 percent and a minimum width of 28 feet to provide for 2-way traffic.
6. The cross section will consist of a 12 inch to 18-inch sub-base and a 6-inch top coarse.
7. The Contractor is required to coordinate with the Owner for use of acceptable waste materials for the sub-base construction of interior roadways.
8. The top course shall be constructed of either clean recycled concrete, asphalt, or gravel from off site, or Owner approved reused top coarse material.
9. The Contractor is responsible for obtaining materials for the top course at the Contractor's expense for the construction of the interior roadways.
10. The Contractor must work with the Owner's phasing plan to determine interior roadway locations.
11. If Owner requires more than 700 feet of additional interior roadway be constructed over the course of a year, Contractor will be reimbursed for the purchase price of new top course materials and labor at the rates provided in the Extra Work Rate Sheet that was provided with the bid.
12. All materials purchased by the Contractor for interior roadways become the property of the County upon installation.
13. The Contractor shall use best management practices to remove existing top course and sub-base when removing or re-locating roads.
14. Compactors are prohibited from using interior haul roads.

- B. Exterior Roadways:
1. All Permanent or Semi-permanent areas outside of the fill area including parking areas, paved roads, processing pads, citizen's drop off area, gravel roads, garage/pump building access roads, and container storage area.
  2. Paved areas shall be repaired, when necessary, by the Owner except in cases where damage is caused by Contractor.
  3. The Contractor will be responsible for all repairing any damage they cause to paved or unpaved areas.
  4. Contractor will be responsible for snow removal on all paved and unpaved areas and roads
  5. Travel on exterior roadways will be limited to rubber-tired equipment and vehicles.
  6. Off Road Haul Trucks may access exterior roadways only with prior Owner approval.

## 1.25 LANDSCAPING

- A. Scope: Landscaping work conducted under the basic operating agreement and provided by the Contractor shall include soil preparation, testing, and correcting soil pH and soil structure as required, all labor and materials required to supply and install fertilizer, lime, aluminum sulfate, organic matter, soil amendments, and grass seed for all intermediate slopes and all stockpiles and areas excavated for cover material which will remain exposed for greater than 6 months.
- B. Landscaping Materials:
1. Limestone:
    - a. Limestone shall be ground agricultural limestone containing not less than 90 percent calcium carbonate and shall be ground to such fineness that 50 percent shall pass a U.S.S. No. 96 sieve and 90 percent shall pass a U.S.S. No. 100 sieve.
    - b. Rates of application shall be as specified or as requested by the La Crosse County Solid Waste Director as a result of periodic soil testing and consultation with the district Soil Conservation Service.
  2. Fertilizer:
    - a. Fertilizer shall be a regular commercial fertilizer (including liquid form) meeting the requirements of the State laws and shall be in such physical condition to ensure uniform application over the areas to be fertilized. Rates of application per acre shall be as specified or as requested by the La Crosse County Solid Waste Director as a result of periodic soil testing and consultation with the district Soil Conservation Service. Organic fertilizers may be used when specifically authorized.

All fertilizer shall be delivered to the Site in the manufacturer's original containers with the guarantee of analysis clearly marked on each container. Any fertilizer that becomes wet, caked or otherwise damaged, shall not be used.
  3. Seed: The seed shall be delivered to the Site in tagged and labeled bags to show the percentage of purity and germination. The seed shall have been tested within 1 year prior to the date of seeding and shall conform to the latest seed laws of the United States and Wisconsin. Species and rates of seeding shall be as specified or as requested by the La Crosse County Solid Waste Director as a result of periodic soil testing and consultation with the district Soil Conservation Service.
  4. Wisconsin State Hwy seed mixture No. 20 shall be utilized for side slopes, drainage swales, ditches, stockpiles, and borrow areas. Rate of application shall be 3 pounds per 1,000 square feet.
    - a. Add 1-1/2 bushels of oats per acre if seeded before July 15 or 1-1/2 bushels of winter wheat if seeded after July 15 for cover crop.
  5. Mulch: Mulching material shall consist of any straw, hay, wood, excelsior fiber or other suitable material of a similar nature which is substantially free of noxious weed seeds and objectionable foreign matter. Storage of mulch material in the maintenance facility will not be permitted due to the associated fire risk.
  6. Bituminous: Bituminous material shall be an emulsified asphalt conforming to the requirements for type SS-1 of the Specifications for Emulsified Asphalt, AASHTO Designation M140.

- C. Landscaping Construction: Contractor shall do what is required to establish dense areas of permanent grasses, free from lumps, depressions, and weeds. Replant any part of the areas that fail to show uniform growth.
1. Preparation of Seedbed: The entire area to be seeded shall be reasonably smooth and all washes and gullies shall be filled to conform to the desired cross section before actual seedbed preparation is begun. A firm, mellow seedbed shall be prepared to a depth of 3 inches with common farm machinery such as discs, harrows and cultipackers. Small areas not accessible to field machinery shall be prepared by hand. Sticks, stumps, stones larger than 3 inches in diameter and other debris which may interfere with seeding operations will be removed. The required fertilizer and lime shall be applied uniformly onto the surface of the prepared seedbed. When hydro-seeders are not used, the fertilizer and lime shall be incorporated into the top 3 inches of the soil with suitable till age equipment. The Contractor shall suspend operations when the soil is too wet or too dry.
  2. Sowing the Seed:
    - a. Seeding, when not protected with mulch cover, shall be done at such time of the year when temperature and moisture conditions are suitable for the Work. When performed in conjunction with mulching, seeding may be done at any time during the growing season when soil conditions are suitable.
    - b. Unless otherwise specified, the seeding operation shall be performed immediately after preparation of the seedbed. A loose seedbed shall be firmed with a cultipacker before seeding. The seed shall be drilled or broadcast with approved types of equipment that will insure uniform distribution of the seed.
    - c. Seed shall be planted at a depth of 1/2-inch or less, using a hydro-seeder or a cultipacker type seeder or light roller. When a hydro-seeder is used, areas not mulched will be culti-packed after seeding.
  3. Mulching:
    - a. Unless otherwise provided, mulch shall be placed on a given area within 3 days after the seeding has been completed. The mulch shall not be placed during periods of excessively high wind which would preclude proper placing of the mulch. The mulch shall be sufficiently loose to allow some sunlight to penetrate the air to slowly circulate but sufficiently thick to shade the ground, conserve soil moisture and prevent or reduce erosion.
    - b. The mulch shall be crimped after placement.

## **1.26 RELATIONS WITH THE PUBLIC**

- A. The Contractor and its employees shall cooperate with all users of the landfill and make reasonable efforts to accommodate their needs. It is agreed that the La Crosse County Landfill provides an important public service and that all users should be treated with respect and courtesy. At no time shall the Contractor or its employees use foul or abusive language or gestures. Additionally, during working hours, no employee shall consume or be under the influence of alcohol or other drugs. Reports of any such actions by the Contractor's employees shall be reported to the Contractor and appropriate action shall be taken immediately. Verified complaints regarding the Contractor's employees use of foul or abusive language or gestures will be considered a material breach of Contract, which could result in termination of the Contract.

## **1.27 DEMONSTRATION PROJECTS**

- A. The Owner and Contractor shall cooperate in conducting research and demonstration projects which could lead to improved landfiling methods, cost reductions, and/or improved service to the landfill users.

## **1.28 PROPERTY DAMAGE/REPAIR**

- A. The Contractor shall be responsible for the repair or replacement of property damaged by the Contractor or any subcontractor in the performance of his Work. This includes, but is not limited to, damage to

structures, roads, fencing, above or underground utilities, survey monuments, monitoring wells, gas vents, replacement data, signs, gates, pumps, etc.

## **1.29 HOURS OF OPERATION**

- A. The normal hours of operation from November through March shall be from 7:00 a.m. to 4:00 p.m. Monday through Friday. The normal hours of operation April through October shall be 6:30 a.m. to 4:30 p.m. Monday through Friday and the 1<sup>st</sup> and 3<sup>rd</sup> Saturday of each month from 9:00 a.m. to 12:00 p.m. The specific dates and times will be set by the Solid Waste Director. If holiday falls during the week, the landfill will be open at the Solid Waste Director's request on the following Saturday from 7:30 a.m. to 12:00 noon. The Contractor will not be paid extra for Saturday operations as described in this paragraph. Contractor will be notified 30 days prior to any long-term change in operation hours. No additional compensation will be granted for changes of one hour or less. A deduct or additional compensation will be negotiated for any changes in operating hours exceeding 2 weeks.
- B. The Contractor shall be on Site 30 minutes prior to open to remove daily cover and prepare site and remain 30 minutes after close to apply daily cover and secure the facility as required.
- C. The Owner reserves the right to extend the normal hours of operation whenever it deems it necessary or useful. When the normal hours of operation are extended by the Owner, the Contractor is entitled to additional compensation based upon the applicable rate set forth in the Extra Work Rate Sheet. Compensation will be based upon the actual additional hours except for Saturday operations following holidays.
- D. Inclement Weather:
  - 1. The landfills are generally open in even the most severe weather. At no time shall landfill users be refused service due to a lack of access to the fill area. The Contractor shall maintain a roadway system to the active working face or an approved alternative location within the landfill limits to that it is passable by the landfill users in any kind of weather.
  - 2. The Owner alone shall determine what, if any, weather conditions would prompt the closure or postponed opening of the landfill. Should the normal landfill hours be affected under this paragraph, the Contractor is not entitled to any additional compensation for any required extended hours of operation.

## **1.30 RECYCLING**

- A. The Contractor may not initiate any salvaging, scavenging, or recycling efforts at the Owner's landfill without the prior consent of the Solid Waste Director or his designee. Such consent shall be in writing and kept on file with the Solid Waste Department. The Owner may choose to implement recycling operations at the landfill in the future. Contractor could potentially negotiate fees for assisting with any future recycling program.

## **1.31 ASSISTANCE TO VEHICLES**

- A. As required under the Contract, the Contractor shall take steps to promote movement within the Site to minimize the need for vehicular assistance. However, when necessary and requested, the Contractor shall assist vehicles to promote movement to and from the working face. When assisting vehicles, the Contractor shall take care to prevent personnel injury and equipment damage. Nothing under this paragraph shall indicate liability on part of the Owner.
- B. Contractor shall provide assistance to waste haulers with removing waste frozen loads in Roll-Off containers. Owner will support the purchase of a scraper to be used by Contractor at no risk or liability to the Owner. It will be the Contractor's responsibility to establish any agreements with haulers for this

service. The Contractor will be required to provide a uniform cost structure to all haulers. The Contractor shall provide Owner with a copy of this agreement.

- C. Should vehicles become damaged due to landfill conditions, the parties involved in the accident shall be responsible for any claims made for the cost of necessary repair.

### **1.32 COMMUNICATION WITH THE SCALE OPERATOR**

- A. The Owner shall provide the landfill office with up to 3 devices to electronically relay messages between the scale operator and the landfill superintendent and between the scale operator and the landfill compactor operator, and dozer operator. If more units are required, they are to be purchased Contractor's expense. All electronic communication devices are to be maintained at the Contractor's expense. All electronic communications devices, whether provided by Owner or purchased by Contractor, become property of Owner at termination or expiration of the Contract.

### **1.33 EXTRA WORK ITEMS**

- A. Scope: The Extra Work provisions of this section encompass the labor, equipment, or material requirements associated with irregular, unforeseen or undefined construction items such as investigatory excavations, system repairs, final clay cover and other items not associated with the operational contract.
- B. The Contractor is required to perform extra work requested by the Owner.
- C. The Owner shall not be required to utilize the Contractor for "extra work". The Owner may use Owner forces or other Contractors for extra work.
- D. Authorization: Authorization for extra work shall be by the Owner in the form of a change order based upon the unit prices for extra work, and where possible a budget or not-to-exceed cost will be agreed upon. The Owner does not guarantee extra work. The Owner may choose to provide extra work to Owner forces or other contractors.
- E. Time and Expense Work:
  - 1. Record Keeping: The Contractor shall maintain a daily record of all authorized time and expense work in a manner acceptable to the Owner. Records shall reflect "actual necessary expense" associated with the extra work items on the basis of the following provisions and the unit costs contained in Extra Work Rate Sheet. The Contractor shall make such records available to the Owner for inspection at all times. All relevant information must be entered in this diary and sent to the Landfill Coordinator. Contractor shall create a Daily Operations Record form for Owner's approval.
  - 2. Labor: The unit cost of labor reflected in the Extra Work Rate Sheet shall be the total hourly billing rate for the specific wage category including, but not limited to, actual wages paid, all workmen's compensation premiums, state unemployment, federal social security payments, health and welfare benefits, pension benefits, insurance, overhead and profit. Since authorized extra work is incidental to the major operational contract, no additional supervisory cost shall be included in the time and expense labor compensation.
  - 3. Equipment: Numerous items of heavy construction equipment have been identified in the Extra Work Rate Sheet. The hourly rental rate identified for equipment shall include the cost of the operator, fuel, maintenance, and other associated costs for hours the equipment is used on the job. No mark-up will be added. Items of equipment having replacement value of \$100 or less will be considered small equipment and no allowance will be made for their use.
    - a. Materials: Materials acquired by the Contractor at the Owner's direction may be marked-up no more than 15 percent without the Owner's approval. Materials and equipment shall be stored so as to insure the preservation of their quality and fitness for the work in a manner acceptable to the Owner. Stored equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for all damages that occur in connection with the care and

protection of all materials and equipment until the completion and final acceptance of the Work by the Owner.

**END OF SECTION**

## **SECTION 102**

### **MEASUREMENT AND PAYMENT**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

**A. Schedule "A" includes:**

1. Operation of the MSW Landfill (Bid Item 1)
2. Operation of the Asbestos Area with MSW Landfill (Bid Item 2)
3. Operation of the Construction and Demolition Landfill Area within MSW Landfill (Bid Item 3)
4. Operation of the Ash Monofill Landfill and Ash Overlay (Bid Item 4)
5. Bio-remediation of Petroleum Impacted Soils (Bid Item 5)
6. Yard Waste and Clean Fill Area (Bid Item 6)
7. Asphalt Shingle Processing Area (Bid Item 7)
8. Clean Wood Processing Area (Bid Item 8)
9. Stump Processing Area (Bid Item 9)
10. Concrete and Asphalt Processing Area (Bid Item 10)
11. Handling Latex Paint and Other Non-Hazardous Waste (Bid Item 11)
12. Annual Landfill Maintenance (Bid Item 12)
13. Operation of the Citizen Container Drop Off Area

**B. Unit Prices include:**

1. Defined work for each Unit Price Item which will provide a functionally complete Project when combined with all Unit Price Items. If there are specific work items which the Contractor believes are not identified in any Unit Price Item, but is required to provide a functionally complete Project, then the identified specific work items shall be included in the appropriate Unit Price Item.
2. The method of measurement for payment.
3. The price per unit for payment.
4. The prices set forth in the Bid Schedule shall remain in effect through December 31, 2014. Thereafter, they shall be increased or decreased each January 1 by 80 percent of the annual percentage change in the Consumer Price Index (U.S. - All Items) as reported for the month of June of the prior year or 5 percent whichever is less.

**C. Lump Sum prices include:**

1. All work items which will result in a functionally complete project in accordance with the specifications and drawings.

#### **PART 2 PRODUCTS**

##### **2.01 OPERATION OF THE MSW LANDFILL (BID ITEM 1)**

**A. The price for operation of the MSW landfill includes:**

1. Providing all equipment and personnel to perform placement, grading and compaction of MSW and special wastes within the sanitary landfill in accordance with the approved Plan of Operations and Sections 101 and 201.
2. Construction and maintenance of haul roads, drainage swales, berms, ditches, and culverts.
3. Dust control and odor control.
4. Litter Control and maintenance.
5. Survey control of waste grades.

6. Protection of all monitoring and gas wells in addition to all other fixed structures.
7. Traffic Control
8. Removal of all unacceptable waste, including tires, televisions, and white goods.
9. Daily and Intermediate cover placement, removal, and maintenance in accordance with the Plan of Operation.
10. Furnishing and installing extensions to interior cleanouts in accordance with approved Plan of Operation.
11. All costs for mobilizing and demobilizing equipment and personnel to the project.

B. Lump sum amount will be divided into 12 equal payments to be made monthly.

C. Unit Price measurement for payment will be based on the actual tonnage of MSW and payable special waste recorded at the landfill scale each month each month. The total estimated quantity is 46,926 tons per year.

## **2.02 OPERATION OF ASBESTOS AREA WITHIN MSW LANDFILL (BID ITEM 2)**

- A. The price for operation of the asbestos area includes:
1. Providing all equipment and personnel to perform placement of asbestos within the sanitary landfill in accordance with the approved Plan of Operations and Sections 101 and 202.
  2. Construction and maintenance of haul roads, drainage swales, berms, ditches, and culverts.
  3. Dust control.
  4. Odor control.
  5. Litter control and maintenance.
  6. Protection of all monitoring and gas wells in addition to all other fixed structures.
  7. Traffic Control.
  8. All costs for mobilizing and demobilizing equipment and personnel to the project.

B. Lump sum amount will be divided into 12 equal payments to be made monthly.

C. Unit Price measurement of payment will be based on the actual tonnage of asbestos recorded at the landfill scale each month. The total estimated quantity is 360 tons per year.

## **2.03 OPERATION OF CONSTRUCTION AND DEMOLITION AREA WITHIN MSW LANDFILL (BID ITEM 3)**

- A. The price for operation of the Construction and Demolition areas include:
1. Providing all equipment and personnel to perform placement, grading and compaction of construction and demolition material within the sanitary landfill in accordance with the approved Plan of Operations and Sections 101 and 203.
  2. Construction and maintenance of haul roads, drainage swales, berms, ditches, and culverts.
  3. Dust control.
  4. Odor control.
  5. Litter control and maintenance.
  6. Protection of all monitoring and gas wells in addition to all other fixed structures.
  7. Traffic Control.
  8. All costs for mobilizing and demobilizing equipment and personnel to the project.

B. Lump sum amount will be divided into 12 equal payments to be made monthly.

C. Unit Price measurement of payment will be based on the actual tonnage of construction and demolition waste recorded at the landfill scale each month. The total estimated quantity is 22,094 tons per year.



## **2.04 OPERATION OF THE ASH MONOFILL LANDFILL OR ASH DISPOSAL AREA WITHIN THE MSW (BID ITEM 4)**

- A. The price for operation of the Ash Monofill includes:
  - 1. Providing all equipment and personnel to perform the placement, grading and compaction of ash within the Ash Monofill, or MSW Landfill, in accordance with the approved Plan of Operation and Sections 101 and 204.
  - 2. Construction and Maintenance of Haul Roads, drainage swales, berms, ditches, and culverts.
  - 3. Dust control.
  - 4. Litter control and maintenance.
  - 5. Survey control of waste grades.
  - 6. Protection of all monitoring and gas wells in addition to all other fixed structures
  - 7. Traffic control.
  - 8. Intermediate cover placement, removal and maintenance in accordance with the Plan of Operation.
  - 9. All costs for mobilizing and demobilizing equipment and personnel to the project site.
- B. Lump sum amount will be divided into 12 equal payments to be made monthly.
- C. Unit Price measurement for payment will be based on the actual tonnage of ash recorded at the landfill scale each month. The total estimated quantity is 9,595 tons per year.

## **2.05 BIO-REMEDIATION OF PETROLEUM IMPACTED SOILS (BID ITEM 5)**

- A. The price for bio-remediation of petroleum impacted soils includes:
  - 1. Providing all equipment and personnel to construct processing pads and berms, manage and deconstruct “bio-piles” and processing pads to remediate petroleum impacted soils in accordance with the plan modification for bio-remediation, subsequent WDNR approvals, and Sections 101 and 205.
  - 2. Construction and Maintenance of haul roads, drainage swales, berms, ditches, and culverts.
  - 3. Dust control
  - 4. Odor control
  - 5. Adding of additional agents if necessary.
  - 6. Litter control and maintenance.
  - 7. Protection of all monitoring and gas wells in addition to all other fixed structures.
  - 8. Traffic control.
  - 9. Removal of treated soils and applying them as daily cover in the MSW landfill.
  - 10. All costs for mobilizing and demobilizing equipment and personnel to the project site.
- B. Lump sum amount will be divided into 12 equal payments to be made monthly.
- C. Unit Price measurement for payment will be based on the actual tonnage of petroleum impacted soils (to be bio-remediated) recorded at the landfill scale each month. The total estimated quantity is 333 tons per year.

## **2.06 YARD WASTE AND CLEAN FILL AREA (BID ITEM 6)**

- A. The unit price for operation of the yard waste site includes:
  - 1. Providing all equipment and personnel to manage yard waste and clean fill in accordance with the approved Plan of Operations and Sections 101 and 206.
  - 2. Manage stockpile and load into forty-yard container.
  - 3. Construction and maintenance of access roads, drainage swales, berms, ditches, and culverts.
  - 4. Dust control and odor control.
  - 5. Litter control and maintenance.
  - 6. Protection of all monitoring and gas wells in addition to all other fixed structures.
  - 7. Traffic control.

8. All costs for mobilizing and demobilizing equipment and personnel to the project site.
9. Pad management.

B. Lump sum amount will be divided into 12 equal payments to be made monthly.

C. Unit Price measurement for payment will be based on the actual tonnage of yard waste recorded at the landfill scale each month. The total estimated quantity is 688 tons per year.

## **2.07 ASPHALT SHINGLE PROCESSING AREA (BID ITEM 7)**

A. The price for pad management includes:

1. Providing all equipment and personnel to manage stockpiles of asphalt shingles, in accordance with the approved Plan of Operations and Sections 101 and 207.
2. Construction and maintenance of access roads, drainage swales, ditches, and culverts (if needed).
3. Dust control and odor control.
4. Managing and maintaining stockpiles
5. Surface water management including silt fencing, if necessary.
6. Protection of all monitoring and gas wells in addition to all other fixed structures.
7. Traffic control.
8. Obtaining all necessary permits for portable processing equipment.
9. All costs for mobilizing and demobilizing equipment and personnel to the project site.
10. Pad Management including annual grading of pad after processed materials have been removed.
11. Removal of Unallowable items

B. The price processing asphalt shingles includes:

1. Providing all equipment and personnel to process asphalt shingles and load out finished material in accordance with the approved Plan of Operations and Sections 101 and 207.

C. Lump sum amount for pad management will be divided into 12 equal payments to be made monthly.

D. Unit Price measurement for processing will be on the actual tonnage of asphalt shingles recorded at the landfill scale and will be paid upon completion. The total estimated quantity is 6,903 tons.

## **2.08 CLEAN WOOD WASTE AND BRUSH PROCESSING AREA (BID ITEM 8)**

A. The price for pad management includes:

1. Providing all equipment and personnel to manage stockpiles of wood waste in accordance with the approved Plan of Operations and Sections 101 and 208.
2. Construction and maintenance of access roads, drainage swales, berms, ditches, and culverts (if needed).
3. Dust control and odor control.
4. Managing and maintaining stockpiles.
5. Surface water management including silt fencing, if necessary.
6. Protection of all monitoring and gas wells in addition to all other fixed structures.
7. Traffic control.
8. Obtaining all necessary permits for portable processing equipment.
9. All costs for mobilizing and demobilizing equipment and personnel to the project site.
10. Pad Management including periodic grading of pad after processed materials have been removed.

B. The price processing clean wood waste and brush includes:

1. Providing all equipment and personnel to process clean wood waste and load out finished material in accordance with the approved Plan of Operations and Sections 101 and 208.

C. Lump sum amount for pad management will be divided into 12 equal payments to be made monthly.

- D. Unit Price measurement for processing will be on the actual tonnage of clean wood waste recorded at the landfill scale and will be paid upon completion. The total estimated quantity is 2,464 tons.

## **2.09 STUMP PROCESSING AREA (BID ITEM 9)**

- A. The price for pad management includes:
  - 1. Providing all equipment and personnel to manage stockpile of stumps in accordance with the approved Plan of Operations and Sections 101 and 209.
  - 2. Construction and maintenance of access roads and culverts (if needed).
  - 3. Dust control and odor control.
  - 4. Managing and maintaining stockpiles.
  - 5. Surface water management including silt fencing, if necessary.
  - 6. Protection of all monitoring and gas wells in addition to all other fixed structures.
  - 7. Traffic control.
  - 8. Obtaining all necessary permits for portable processing equipment
  - 9. All costs for mobilizing and demobilizing equipment and personnel to the project site.
- B. The price for processing stumps includes:
  - 1. Providing all equipment and personnel to process stumps and load out finished material in accordance with the approved Plan of Operations and Sections 101 and 209.
- C. Lump sum amount for pad management will be divided into 12 equal payments to be made monthly.
- D. Unit Price measurement for processing will be on the actual tonnage of stumps recorded at the landfill scale and will be paid upon completion. The total estimated quantity is 107 tons.

## **2.10 CONCRETE AND ASPHALT- PROCESSING AREA (BID ITEM 10)**

- A. The price for pad management includes:
  - 1. Providing all equipment and personnel to manage stockpile and removal of unacceptable materials in accordance with the approved Plan of Operations and Sections 101 and 210.
  - 2. Dust control and odor control.
  - 3. Managing and maintaining stockpiles.
  - 4. Surface water management including silt fencing, if necessary.
  - 5. Protection of all monitoring and gas wells in addition to all other fixed structures.
  - 6. Traffic control.
  - 7. All costs for mobilizing and demobilizing equipment and personnel to the project site.
  - 8. Pad Management.
- B. Lump sum amount for pad management will be divided into 12 equal payments to be made monthly.
- C. Processing is by Owner.

## **2.11 HANDLING LATEX PAINT AND OTHER NON-HAZARDOUS WASTE (BID ITEM 11)**

- A. The price for Handling Latex Paint and Other Non-Hazardous Waste includes:
  - 1. Providing all equipment and personnel to haul wood chips, pick up paint from Household Hazardous Materials (HHM), scale materials, and disposal including placing wood chips, spreading material on chips and cleanup when dry in accordance with the approved Plan of Operations and Sections 101 and 211.
  - 2. Dust control and odor control.
  - 3. Protection of all monitoring and gas wells in addition to all other fixed structures.
  - 4. Traffic control.

- 5. All costs for mobilizing and demobilizing equipment and personnel to the project site.
- B. Measurement for payment will be on the actual tonnage of Latex Paint and Other Non-Hazardous Materials recorded at the landfill scale. The total estimated quantity is 47 tons.
- C. The unit of measurement for payment is per bid schedule.

## **2.12 ANNUAL LANDFILL MAINTENANCE (BID ITEM 12)**

- A. The price for annual landfill maintenance includes but is not limited to the following:
  - 1. Providing all equipment and personnel to maintain the landfill property in accordance with the Plan of Operation and Sections 101 and 212.
  - 2. Construction and maintenance of haul roads.
  - 3. Dust control.
  - 4. Litter control and maintenance.
  - 5. Protection of all monitoring and gas wells in addition to all other fixed structures.
  - 6. Traffic control.
  - 7. Mowing and noxious weed control.
  - 8. Maintenance of drainage ways, sedimentation basins and other surface water control features.
  - 9. Maintenance of Contractor Equipment Maintenance Building and payment of utility costs.
  - 10. Snow removal.
  - 11. Fence and gate maintenance.
  - 12. Seeding, fertilizing, and mulching intermediate cover areas.
  - 13. All costs for mobilizing and demobilizing equipment and personnel to the project site.
  - 14. General equipment maintenance
- B. Lump sum amount will be divided into 12 equal payments to be made monthly.

## **2.13 OPERATION OF CITIZEN DROP OFF AREA (BID ITEM 13)**

- A. The price for operation of the Citizen Drop off Area areas include:
- B. Providing all equipment and personnel to monitor, manage, and maintain Citizen Container Drop-Off area and associated diversion programs in accordance with the approved Plan of Operations and Sections 101 and 213.
  - 1. Construction and maintenance of haul roads, drainage swales, berms, ditches, and culverts.
  - 2. Dust control.
  - 3. Odor control.
  - 4. Litter control and maintenance.
  - 5. Protection of all monitoring and gas wells in addition to all other fixed structures.
  - 6. Traffic Control.
  - 7. All costs for mobilizing and demobilizing equipment and personnel to the project.
- C. Lump sum amount will be divided into 12 equal payments to be made monthly.
- D. Unit Price measurement of payment will be based on the actual tonnage of citizen drop off waste recorded at the landfill scale each month. The total estimated quantity is 1,603 tons per year.

## **PART 3 EXECUTION**

### **3.01 MEASUREMENT AND PAYMENT**

- A. **Payment for Labor and Materials:** The Contractor shall pay and cause his subcontractors to pay all accounts for labor including workmen's compensation premiums, state, unemployment, and federal social security payments and all other wages and salary deduction required by law, services and material used by him and his subcontractors during the fulfillment of the contract as and when such accounts become due and payable, and shall furnish the Owner with proof of payment of such accounts in such form and as often as the Owner may request. Should payment of such accounts not be made when and as they became due, the Owner shall be at liberty to pay the same, and all money so paid by the Owner shall be charged to the Contractor.
- B. **Charges to Contractor:** Everything charged to the Contractor under the terms of the Contract shall be paid by the Contractor to the Owner on demand. Money due to the Owner may be deducted by the County from any money due to the Contractor and may be recovered by the County from the Contractor or his surety.
- C. **Change Orders:** Change orders may either increase or decrease the amount of Work to be done under Contract. If the amount of Work is increased the change shall be known as "extra work" order. If the amount of Work is decreased the change order shall be known as "work omitted" order.
- D. **Changes in quantities under a unit price contract** where the general character of the Work as a whole is not changed shall not be considered extra work or work omitted. If such changes increase the quantity of Work to be done, such increase shall be paid for according to the quantity of Work actually done at the unit price specified. If such change decreases the quantity of Work, such changes shall not constitute a claim for damages or for a loss of profit on the Work admitted by the Contractor.
- E. **Extra Work:** Extra work means the furnishing of materials and equipment and the doing of work not directly or by implication called for by the Contract. If the Owner requires extra work, he may do it himself or by the employment of others, or he may direct the Contractor to do the extra work as a mutually agreed upon lump sum, or he may direct the Contractor to do the extra work on a time and expense basis.

**Work Omitted:** The Contractor shall, when ordered in writing by the Owner, omit work and material to be furnished under the Contract, and the value of the omitted work and material will be deducted from the Contract price agreed upon in writing by the Contractor and the Owner.

### **END OF SECTION**

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## **SECTION 103**

### **ENVIRONMENTAL PROTECTION/SITE SAFETY REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 DESCRIPTION OF THE WORK**

- A. Work under this section is work associated with:
  - 1. Site health and safety procedures.
  - 2. General health and safety regulatory requirements.
  - 3. Identification of key personnel.
  - 4. Underground utilities.

##### **1.02 BACKGROUND INFORMATION**

- A. The La Crosse County Landfill is an active landfill which receives municipal and industrial solid wastes. In addition, small amounts of household hazardous waste may be found within the waste stream.
- B. Landfill gas is produced by the decomposition of waste within the landfill and may be present in work areas. The landfill gas contains methane, carbon dioxide and trace gases such as hydrogen, volatile organic compounds, hydrogen sulfide, etc. Landfill gas is known to cause an oxygen-deficient and explosive atmosphere.
- C. Leachate and condensate are water that has been in contact with refuse. They can be a skin irritant. Leachate and condensate can contain organic and inorganic chemicals and compounds. Chemical-resistant clothing and eye protection should always be worn when handling leachate-covered materials.

##### **1.03 SAFETY AND HEALTH STANDARDS AND ACCIDENT PREVENTION**

- A. The Contractor shall at all times so conduct their Work as to insure the least possible obstruction to traffic an inconvenience to the general public and the residents in the vicinity of the Work, and to insure the protection of persons and property.
- B. The Contractor shall comply with the safety standards of applicable building and construction laws and codes, including the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and United States Department of Labor (Occupational Safety and Health Administration) Safety and Health Regulations for Construction. The Contractor shall be solely and completely responsible for working conditions on or near the job site, including safety of all persons and property during performance of Work. These requirements shall apply continuously and shall not be limited to normal working hours.
- C. The Contractor shall maintain at a well-known place at the job site with all articles necessary for giving first-aid to the injured and, before employees shall be permitted to work at the job site, the Contractor shall make standing arrangements for the immediate removal to a hospital or to a doctor's care of persons, including employees, who may be injured on the job site.
- D. The duty of the Owner to review the Contractor's operational performance does not include review of the adequacy of the Contractor's safety measures.

- E. The Contractor shall be responsible for developing, maintaining and supervising all safety programs and precautions required in connection with the Project. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection for the prevention of damage, injury or loss to:
  - 1. All activities involved in the Project and any other persons who may be directly affected by the Work or Work activities.
  - 2. The Work including any materials or equipment, whether in storage, on or off the Site.
  - 3. Other property at or adjacent to the Site not specifically included in the Project, including walks, pavements, structures and utilities.
- F. The Contractor shall comply with all applicable laws, ordinances, rules and regulations affecting the safety of persons or property. Any necessary safeguards for such safety and protection shall be erected and maintained by the Contractor.
- G. The Contractor shall notify the owners of any properties or utilities that are affected by the Work.

#### **1.04 SITE SAFETY**

- A. General Requirements:
  - 1. The Contractor shall comply with OSHA regulations and all other applicable federal, state and local regulations.
  - 2. The Contractor shall develop and implement a site safety plan based on available information on site conditions and hazards. The plan shall be specifically prepared for the Site and the anticipated activities.
  - 3. As part of implementation of the site safety plan, the Contractor shall be responsible for:
    - a. Monitoring for flammable atmospheres in the Work area including any excavations.
    - b. Monitoring of atmosphere for toxic vapors.
    - c. Contingencies for other hazards commonly associated with construction activities.

#### **1.05 KEY PERSONNEL**

- A. The Contractor shall designate key personnel and alternates as necessary to conduct the Work in accordance with the Contract Documents. The designees shall include a Site Health and Safety Officer and an alternate. The Health and Safety Officer shall:
  - 1. Enforce the site health and safety plan.
  - 2. Provide hazard communication information.
  - 3. Be responsible for any safety environmental monitoring.
  - 4. Have the ability to suspend work activities.

#### **1.06 SUBMITTALS**

- A. Submit Site Safety Plan a minimum of 30 days prior to start of Work. The Owner will not review the plan but will keep it on file at the landfill office.

**END OF SECTION**



## SECTION 104

### REFERENCE STANDARDS

#### PART 1 GENERAL

##### 1.01 QUALITY ASSURANCE

- A. The Contractor shall provide materials and workmanship specified herein in accordance with the requirements of the technical codes, standards and specifications listed in this section.
- B. Conform to reference standard by date of issue current on date of Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Owner before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

##### 1.02 LIST OF NATIONAL REFERENCES

AABC	Associated Air Balance Council 1518 K Street NW Washington, DC 20005 202.737.0202 <a href="http://www.aabchq.com">www.aabchq.com</a>
AASHTO	Am. Assoc. of State Hwy. & Transportation Officials 444 N. Capital Street NW Washington, DC 20001 202.624.5800 <a href="http://www.aashto.org">www.aashto.org</a>
ACI	American Concrete Institute 38800 Country Club Drive Farmington, MI 48331 248.848.3700 <a href="http://www.aci-int.org">www.aci-int.org</a>
ADA	Americans with Disabilities Act US Dept. of Justice 950 Pennsylvania Ave. NW Civil Rights Division/Disability Rights Washington, DC 20530 800.514.0301 <a href="http://www.ada.gov">www.ada.gov</a>
AGA	American Gas Association 400 N. Capitol St. NW Ste. 450 Washington, DC 20001 202.824.7000 <a href="http://www.aga.org">www.aga.org</a>
AGC	Associated General Contractors of America 333 John Carlyle Street, Ste. 200 Alexandria, VA 22314 703.548.3118 <a href="http://www.agc.org">www.agc.org</a>

AI	Asphalt Institute Research Park Drive POB 14052 Lexington, KY 40512-4052 859.288.4960 <a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a>
AISI	American Iron & Steel Institute 1149 Connecticut Ave. NW Ste. 705 Washington, DC 20036 202.452.7100 <a href="http://www.steel.org">www.steel.org</a>
ANSI	American National Standard Institute 1819 L Street NW, 6th Floor Washington, DC 20036 202.293.8020 <a href="http://www.ansi.org">www.ansi.org</a>
APC	American Plastics Council 1121 L Street, Ste. 910 Sacramento, CA 95814 <a href="http://www.americanplasticscouncil.org">www.americanplasticscouncil.org</a>
ARRA	Asphalt Recycling/Reclaiming Assoc. #3 Church Circle, PMB 250 Annapolis, MD 21401 <a href="http://www.arra.org">www.arra.org</a>
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191-4400 800.548.2723 <a href="http://www.asce.org">www.asce.org</a>
ASPA	American Sod Producers Association Association Building 4245 N. Fairfax Drive, Ste. 750 Arlington, VA 703.516.9300 <a href="http://www.aspa.com">www.aspa.com</a>
ASTM	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428-2959 610.832.9585 <a href="http://www.astm.org">www.astm.org</a>
AWMA	Air & Waste Management Assoc. One Gateway Center, 3rd Floor 420 Fort Duquesne Blvd. Pittsburgh, PA 15222-1435 412.232.3444 <a href="http://www.awma.org">www.awma.org</a>
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 800.926.7337 <a href="http://www.awwa.org">www.awwa.org</a>
CDA	Copper Development Association 260 Madison Avenue New York, NY 10016 800.232.3282 <a href="http://www.copper.org">www.copper.org</a>

CIP	Concrete Paver Institute, a division of NCMA See ICPI
CIWMB	Integrated Waste Mgmt. Board 1001 I Street, POB 4025 Sacramento, CA 95812-4025 916.341.6306 <a href="http://www.ciwmb.ca.gov">www.ciwmb.ca.gov</a>
CLFMI	Chain Link Fence Mfr. Institute 10015 Old Columbia Rd, Ste. B-215 Columbia, MD 21046 301.596.2583 <a href="http://www.chainlinkinfo.org">www.chainlinkinfo.org</a>
CMRA	Construction Materials Recycling Assoc. 1001 I Street, POB 40125 Sacramento, CA 95812-4025 916.341.6000 <a href="http://www.ciwmb.ca.gov/RCP">www.ciwmb.ca.gov/RCP</a>
CRSI	Concrete Reinforcing Steel Institute 933 North Plum Grove Road Schaumburg, IL 60173-4758 847.517.1200 <a href="http://www.crsi.org">www.crsi.org</a>
CSI	Construction Specifications Institute 99 Canal Center Plaza Drive, Ste. 300 Alexandria, VA 22314 800.689.2900 <a href="http://www.csinet.org">www.csinet.org</a>
DOE	U.S. Department of Energy 1000 Independence Ave. SW Washington DC 10585 800.342.5363 <a href="http://www.energy.gov">www.energy.gov</a>
DOT	U.S. Department of Transportation 400 7th Street SW Washington, DC 20590 202.366.4000 <a href="http://www.dot.gov">www.dot.gov</a>
EEOC	Equal Employment Opportunity Commission 1801 L Street NW Washington, DC 20507 800.669.4000 <a href="http://www.eeoc.gov">www.eeoc.gov</a>
EIMA	EIFS Industry Manufacturer's Association 3000 Corporate Center Drive Ste. 270 Morrow, GA 30260 800.294.3462 <a href="http://www.eima.com">www.eima.com</a>
EJCDC®	Engineers' Joint Contract Documents Committee Am. Consulting Engineers Council 1801 Alexander Bell Drive Reston, VA 20191-4400 800.548.2723 <a href="http://www.asce.org">www.asce.org</a>
EJMA	Expansion Joint Manufacturers Assoc. 25 N. Broadway Tarrytown, NY 10591 914.332.0040 <a href="http://www.ejma.org">www.ejma.org</a>

EPA	U.S. Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Ave. NW Washington, DC 20460 202.272.0167 <a href="http://www.epa.gov">www.epa.gov</a>
FEMA	Federal Emergency Management Assoc. 500 C Street SW Washington, DC 20472 202.566.1600 <a href="http://www.fema.gov">www.fema.gov</a>
FMG	FM Global (Factory Mutual System) 1301 Atwood Ave. POB 7500 Johnston, RI 02919 401.275.3000 <a href="http://www.fmglobal.com">www.fmglobal.com</a>
Green Seal	1001 Connecticut Ave. NW Ste. 827 Washington, DC 20036-5525 202.872.6400 <a href="http://www.greenseal.org">www.greenseal.org</a>
Green-e	Green-e Program Center for Resource Solutions Presidio Bldg, 97 Arguello Blvd. POB 29512 San Francisco, CA 94129 888.634.7336 <a href="http://www.green-e.org">www.green-e.org</a>
Green Guard	Greenguard Environmental Institute 1344 Capitol Circle, Ste. A Atlanta, GA 30067 800.427.9681 <a href="http://www.greenguard.org">www.greenguard.org</a>
GRI	Geosynthetic Research Institute Drexel University Civil & Architectural Eng. Dept. 32nd and Chestnut Philadelphia, PA 19104 <a href="http://www.drexel.edu/gri">www.drexel.edu/gri</a>
ICPI	Interlocking Concrete Paver Institute 1444 I Street NW Ste. 700 Washington DC 20005-2210 202.712.9036 <a href="http://www.icpi.org">www.icpi.org</a>
IMI	International Masonry Institute 42 East Street Annapolis, MD 21401 410.280.1305 <a href="http://www.imiweb.org">www.imiweb.org</a>
IPBA	International Pipe Bursting Association Division of NASSCO 410.486.3500 <a href="http://www.nassco.org/interpipe">www.nassco.org/interpipe</a>
LEED	Leadership in Energy and Environmental Design See USGBC

MIA	Masonry Institute of America 386 Beech Ave. #4 Torrance, CA 90501 310.328.4400 <a href="http://www.masonryinstitute.org">www.masonryinstitute.org</a>
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry 127 Park St NE Vienna, VA 22180 703.281.6613 <a href="http://www.mss-hq.com">www.mss-hq.com</a>
MUTCD	Manual on Uniform Traffic Control Devices <a href="http://www.mutcd.fhwa.dot.gov">www.mutcd.fhwa.dot.gov</a>
NACE	National Association of Corrosion Engineers 1440 S. Creek Drive Houston, TX 77218 281.228.6200 <a href="http://www.nace.org">www.nace.org</a>
NCMA	National Concrete Masonry Assn. 13750 Sunrise Valley Drive Herndon, VA 20171-4662 703.713.1900 <a href="http://www.ncma.org">www.ncma.org</a>
NEC	National Electric Code See NFPA.
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877 301.977.3698 <a href="http://www.nebb.org">www.nebb.org</a>
NEMA	National Electrical Manufacturers Association 1300 N. 17th St., Ste. 1847 Rosslyn, VA 22209 703.841.3200 <a href="http://www.nema.org">www.nema.org</a>
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169-7471 617.770.3000 <a href="http://www.nfpa.org">www.nfpa.org</a>
NIOSH	National Institute for Occupational Safety and Health Center for Disease Control 1600 Clifton Road Atlanta, GA 30333 404.639.3311 <a href="http://www.cdc.gov/niosh">www.cdc.gov/niosh</a>
NPCA	National Precast Concrete Association 10333 N. Meridan Ste. 272 Indianapolis, IN 46290-1081 800.366.7731 <a href="http://www.precast.org">www.precast.org</a>
NPDES	National Pollutant Discharge Elimination System <a href="http://www.epa.gov">www.epa.gov</a>
NSF	National Sanitation Foundation 789 N Dixboro Road Ann Arbor, MI 48105 888.673.9000 <a href="http://www.nsf.org">www.nsf.org</a>

NSWMA	National Solid Wastes Management Association 4301 Connecticut Ave. NW Ste. 300 Washington, DC 20008 800.424.2869 <a href="http://www.nswma.org">www.nswma.org</a>
NSSGA	National Stone, Sand & Gravel Assn. 1605 King Street Alexandria, VA 22314 800.342.1415 <a href="http://www.nssga.org">www.nssga.org</a>
OSHA	U. S. Occupational Safety and Health Administration 200 Constitution Avenue NW Washington, DC 20210 800.321.6742 <a href="http://www.osha.gov">www.osha.gov</a>
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 847.966.6200 <a href="http://www.cement.org">www.cement.org</a>
PCI	Precast/Prestressed Concrete Institute 209 West Jackson Blvd. Chicago, IL 60606-6938 312.786.0300 <a href="http://www.pci.org">www.pci.org</a>  Midwest Precast Association 402.293.2828 x 220 <a href="http://www.midwestprecast.com">www.midwestprecast.com</a>
PPI	Plastic Pipe Institute 1825 Connecticut Ave NW Ste. 680 Washington DC 20009 202.462.9607 <a href="http://www.plasticpipe.org">www.plasticpipe.org</a>
RMA	Rubber Manufacturers Assoc. 1400 K St., Ste. 900 Washington, DC 20005 202.682.4800 <a href="http://www.rfci.com">www.rfci.com</a>
SSPC	Society for Protective Coatings 40 24th St. 6th Floor Pittsburgh, PA 15222-4656 877.281.7772 <a href="http://www.sspc.org">www.sspc.org</a>
TMS	The Masonry Society 3970 Broadway, Ste. 201-D Boulder, CO 80304-1135 303.939.9700 <a href="http://www.masonrysociety.org">www.masonrysociety.org</a>
TPI	Turf Grass Producers International 1855-A Hicks Road Rolling Meadows, IL 60008 800.405.8873 <a href="http://www.turfgrassod.org">www.turfgrassod.org</a>
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062-2096 847.272.8800 <a href="http://www.ul.com">www.ul.com</a>

USACE	US Army Corps of Engineers Publication Department 2803 52nd Avenue Hyattsville, MD 20781-1102 301.394.0081 <a href="http://www.usace.army.mil">www.usace.army.mil</a>
USGBC	United States Green Building Council 1015 18th St. NW Ste. 805 Washington DC 20036 202.828.7422 <a href="http://www.usgbc.org">www.usgbc.org</a>
WQA	Water Quality Association 4151 Naperville Road Lisle, IL 60532-3696 630.505.0160 <a href="http://www.wqa.org">www.wqa.org</a>

### 1.03 LIST OF STATE REFERENCES

WDNR	Wisconsin Department of Natural Resources 101 S. Webster P. O. Box 7921 Madison, WI 53707
WisDOT	Wisconsin Department of Transportation P. O. Box 7916 4802 Sheboygan Avenue Madison, WI 53707
WEDC	Wisconsin Economic Development Corporation P. O. Box 7962 Madison, WI 53707 <a href="http://www.wedc.org">www.wedc.org</a>
WMUTCD	WI Manual on Uniform Traffic Control Devices Division of Transportation 4802 Sheboygan Avenue Madison, WI 53707 608.266.0150 <a href="http://www.dot.Wisconsin.gov">www.dot.Wisconsin.gov</a>

**END OF SECTION**

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## **SECTION 201**

### **OPERATION OF THE MSW LANDFILL**

#### **PART 1 GENERAL**

##### **1.01 SCOPE OF WORK**

- A. Provide all materials, equipment, labor, utilities, and any other items associated with the complete operation of the MSW Landfill. Under this section MSW landfill includes, but is not limited to, Municipal Solid Waste and Special Waste.

##### **1.02 PHASING PLAN**

- A. The Contractor will work with the Owner and Engineer on an annual basis to develop and follow a phasing plan to achieve final grades as soon as possible, provide proper drainage, minimize leachate generation, place initial lift as required, provide ease of vehicular movement, meet with any DNR requirements or special requirements for disposal of industrial process residues, and to meet all other requirements under this contract. Contractor to provide all necessary survey equipment and personnel to adequately control the filling grades.
- B. Within the constraints of the Contract and the DNR requirements, the Contractor shall have the right to control the discharge of each load of solid waste. The Contractor shall not require users to discharge loads of refuse at points where they are required to traverse exposed refuse. The Contractor must allow for the efficient and expedient unloading of refuse by haulers while fulfilling the requirements of this Contract.

##### **1.03 COMPACTION**

- A. The Contractor will be required to spread the waste in maximum 2-foot lifts and to achieve maximum compaction by running over all sections of the lift with a heavy landfill compactor prior to spreading the next lift.
- B. The Contractor must provide a minimum effective density of 1,600 pounds per cubic yard.
- C. The Owner will determine the effective density on a minimum annual basis. The effective density is defined as the total volume of air space consumed (determined by survey) divided by the total weight of waste (based on scale records) placed during that time period.
- D. The working face will be confined to as small an area as practical without creating a backlog of refuse vehicles.

##### **1.04 DAILY COVER FREQUENCY AND LOCATION**

- A. Of primary importance when reviewing the Contractor's performance will be site appearance. Therefore, exposed refuse will not be allowed and is prohibited by this Contract. Alternative daily cover which has been approved by the WDNR shall be used whenever possible.
- B. In preparing his bid, the Contractor shall assume the refuse must be covered with daily cover in accordance with the Plan of Operation (Attachment A). Alternative daily cover which has been approved by the WDNR shall be used whenever possible. Any variance from the Plan of Operation must have Owner's prior approval.

- C. Contractor may utilize dirty or low-quality onsite wood chips from the stump processing area. These wood chips are also available for traction control in the unloading area during in climate weather. Approval of this material is required by Owner.
- D. Daily cover soil is available on the Site. The Owner shall specify the location where daily cover is to be excavated. Excavations for daily cover shall not proceed below the elevation of the top of the subgrade in the area of future sequences. It will be the Contractor's responsibility to be aware of all subgrade elevations prior to excavation.
- E. The Contractor must make preparations for the availability and use of daily cover year around and in all types of weather conditions.
- F. Daily cover shall be stripped before placement of any additional refuse and materials reused at the conclusion of fill.

#### **1.05 COVER, BENEFICIAL REUSE, CLEAN FILL, AND RUBLE MATERIALS**

- A. Materials which can be utilized for daily cover, beneficial reuse, intermediate cover, final cover, berms or for road construction may be accepted at the sanitary landfill. The Owner shall consult with the Contractor in determining which materials can be effectively utilized and the location of any necessary stockpiles. These materials are necessary for the proper operation of the site and no payment will be made to the contractor for handling and use of these materials within the MSW landfill.

#### **1.06 INITIAL LIFT**

- A. The first lift of refuse shall be placed over the drainage layer with a low ground pressure dozer to prevent damage to the blanket and leachate collection lines. The initial lift shall be a minimum of 4 feet deep and shall not be compacted. Avoid filling over leachate collection lines during the winter months. Clay or other daily cover materials which could clog the granular drainage blanket shall not be used on the vertical working face of the initial lift of refuse. The initial 4-foot lift of refuse shall be placed by a low ground pressure dozer or wide track dozer.

#### **1.07 INTERIOR UNLOADING AREA**

- A. The Contractor shall be responsible for providing an unloading area large enough to safely accommodate (at a minimum) 1 rolling floor semi and trailer and 3 Roll-Off trucks at the same time and be properly graveled and sloped towards the active area. A separate unloading area will be available for citizens and small businesses. This area will be large enough to accommodate 4 trailers. Use of compactor for clearing of unloading area is prohibited.

#### **1.08 CORE BERMS**

- A. The Contractor shall be responsible for routinely constructing core berms on exterior and interior slopes. Interior berms can be constructed from garbage. Exterior berms shall be constructed from foundry sand or construction and demolition material unless approved otherwise by Owner.

#### **1.09 INTERIOR CLEANOUT EXTENSIONS**

- A. The Contractor shall be responsible for extension of the interior cleanouts in accordance with the Plan of Operation. The Contractor shall give at least 5 days' notice prior to extending the cleanout and the extensions shall be conducted under the supervisions and direction of the Owner. Great care shall be taken while filling around the cleanouts to avoid damage. Contractor shall furnish and install all necessary materials. On-site material can be used for the backfill around the outside of the cleanouts. The Owner will provide all materials required.

**END OF SECTION**

## **SECTION 202**

### **OPERATION OF THE ASBESTOS AREA WITHIN THE MSW LANDFILL**

#### **PART 1 GENERAL**

##### **1.01 SCOPE OF WORK**

- A. Provide all materials, equipment, labor, utilities, and any other items associated with the complete operation of the Asbestos area within the MSW Landfill. Under this section asbestos includes friable and non-friable materials.

##### **1.02 PHASING PLAN**

- A. The Contractor will work with the Owner and Engineer on an annual basis to develop and follow a fill plan to achieve final grades as soon as possible, provide proper drainage, minimize leachate generation, provide ease of vehicular movement, meet with any DNR requirements or special requirements for disposal of asbestos, and to meet all other requirements under this contract. Contractor to provide all necessary survey equipment and personnel to adequately control the filling grades.
- B. Within the constraints of the Contract and the DNR requirements, the Contractor shall have the right to control the discharge of each load of asbestos. The Contractor shall not require users to discharge loads of asbestos at points where they are required to traverse exposed asbestos. The Contractor must allow for the efficient and expedient unloading of refuse by haulers while fulfilling the requirements of this Contract.
- C. Asbestos will have its own site within the MSW landfill. Contractor is expected to handle friable and non-friable asbestos in accordance with all state and local regulations.

##### **1.03 ASBESTOS HANDLING**

- A. The Contractor will be required to handle all asbestos materials in accordance with state and federal regulations.

##### **1.04 DAILY COVER FREQUENCY AND LOCATION**

- A. Of primary importance is that no exposed asbestos will be allowed at the end of the workday.
- B. In preparing his bid, the Contractor shall assume the refuse must be covered with daily cover or ash in accordance with the Plan of Operation and other applicable requirements (Appendix A). Alternative daily cover which has been approved by the WDNR shall be used whenever possible. Any variance from the Plan of Operation must have Owner's prior approval.
- C. Daily cover soil is available on the Site. The Owner shall specify the location where daily cover is to be excavated. Excavations for daily cover shall not proceed below the elevation of the top of the subgrade in the area of future sequences. It will be the Contractor's responsibility to be aware of all subgrade elevations prior to excavation. Ash is ash residue from the Waste to Energy Facility.
- D. The Contractor must prepare for the availability and use of daily cover year around and in all types of weather conditions.

#### **1.05 COVER, BENEFICIAL REUSE, CLEAN FILL, AND RUBBLE MATERIALS**

- A. Materials which can be utilized for daily cover, beneficial reuse, intermediate cover, final cover, or for road construction may be accepted at the sanitary landfill. The Owner shall consult with the Contractor in determining which materials can be effectively utilized and the location of any necessary stockpiles. These materials are necessary for the proper operation of the site and no payment will be made to the contractor for handling and use of these materials within the asbestos area within the MSW landfill.

#### **1.06 INTERIOR UNLOADING AREA**

- A. The Contractor shall be responsible for providing an unloading area located immediately adjacent to the disposal face that is large enough to safely accommodate a minimum of 1 truck and be properly graveled and sloped towards the fill area. Use of compactor for clearing of unloading area is prohibited.

#### **1.07 CORE BERMS**

- A. The Contractor shall be responsible for routinely constructing core berms on interior slopes. Interior berms can be constructed from garbage.

#### **1.08 SIGNAGE**

- A. The Contractor shall be responsible for installing, maintaining, and moving Owner provided signage.

#### **1.09 INTERIOR CLEANOUT EXTENSIONS**

- A. The Contractor shall be responsible for extension of the interior cleanouts in accordance with the Plan of Operation. The Contractor shall give at least 5 days' notice prior to extending the cleanout and the extensions shall be conducted under the supervisions and direction of the Owner. Great care shall be taken while filling around the cleanouts to avoid damage. Contractor shall furnish and install all necessary materials. On-site material can be used for the backfill around the outside of the cleanouts.

**END OF SECTION**

## **SECTION 203**

### **OPERATION OF THE CONSTRUCTION AND DEMOLITION LANDFILL AREA WITHIN THE MSW LANDFILL**

#### **PART 1 GENERAL**

##### **1.01 SCOPE OF WORK**

- A. Provide all materials, equipment, labor, utilities, and any other items associated with the complete operation of the Construction and Demolition Landfill Area within the MSW Landfill.

##### **1.02 PHASING PLAN**

- A. The Contractor will work with the Owner and Engineer on an annual basis to develop and follow a fill plan to achieve final grades as soon as possible, provide proper drainage, minimize leachate generation, provide ease of vehicular movement, meet with any DNR requirements or special requirements for disposal of industrial process residues, and to meet all other requirements under this contract. Contractor to provide all necessary survey equipment and personnel to adequately control the filling grades.
- B. Within the constraints of the Contract and the DNR requirements, the Contractor shall have the right to control the discharge of each load of solid waste. The Contractor shall not require users to discharge loads of refuse at points where they are required to traverse exposed refuse. The Contractor must allow for the efficient and expedient unloading of refuse by haulers while fulfilling the requirements of this Contract.

##### **1.03 COMPACTION**

- A. The Contractor will be required to spread the waste in maximum 2-foot lifts and to achieve maximum compaction by running over all sections of the lift with a heavy landfill compactor prior to spreading the next lift.
- B. The Contractor must provide a minimum effective density of 1,600 pounds per cubic yard.
- C. The Owner will determine the effective density on a minimum semi-annual basis. The effective density is defined as the total volume of air space consumed (determined by survey) divided by the total weight of waste (based on scale records) placed during that time period.
- D. The Contractor shall utilize lime as necessary to minimize odor. Lime shall be stockpiled and readily available. Contractor shall be responsible for purchasing lime.
- E. The working face will be confined to as small an area as practical without creating a backlog of refuse vehicles within the unloading area

##### **1.04 DAILY COVER FREQUENCY AND LOCATION**

- A. Of primary importance when reviewing the Contractor's performance will be site appearance. Therefore, exposed refuse will not be allowed and is prohibited by this Contract. Alternative daily cover which has been approved by the WDNR shall be used whenever possible.

- B. In preparing his bid, the Contractor shall assume the refuse must be covered with daily cover in accordance with the Plan of Operation (Attachment A). Alternative daily cover which has been approved by the WDNR shall be used whenever possible. Any variance from the Plan of Operation must have Owner's prior approval.
- C. Contractor may utilize dirty or low-quality onsite wood chips from the stump processing area. These wood chips are also available for traction control in the unloading area during inclement weather with approval from Owner.
- D. Daily cover soil is available on the Site. The Owner shall specify the location where daily cover is to be excavated. Excavations for daily cover shall not proceed below the elevation of the top of the subgrade in the area of future sequences. It will be the Contractor's responsibility to be aware of all subgrade elevations prior to excavation.
- E. The Contractor must make preparations for the availability and use of daily cover year around and in all types of weather conditions.
- F. Daily cover shall be stripped before placement of any additional refuse and materials reused at the conclusion of fill. Seams of dirt that are found in construction and demolition area shall be removed before continuing to fill. If excessive materials are found, slit trenching may be an acceptable option with Owner's prior approval.

#### **1.05 COVER, BENEFICIAL REUSE, CLEAN FILL, AND RUBLE MATERIALS**

- A. Materials which can be utilized for daily cover, beneficial reuse, intermediate cover, final cover, berms or for road construction may be accepted at the sanitary landfill. The Owner shall consult with the Contractor in determining which materials can be effectively utilized and the location of any necessary stockpiles. These materials are necessary for the proper operation of the site and no payment will be made to the contractor for handling and use of these materials within the MSW landfill.

#### **1.06 INTERIOR UNLOADING AREA**

- A. The Contractor shall be responsible for providing an unloading area large enough to safely accommodate (at a minimum) 1 rolling floor semi and trailer and 3 Roll-Off trucks at the same time and be properly graveled and sloped towards the active area.

#### **1.07 CORE BERMS**

- A. The Contractor shall be responsible for routinely constructing core berms on exterior and interior slopes. Interior and exterior berms shall be constructed from construction and demolition material.

#### **1.08 INTERIOR CLEANOUT EXTENSIONS**

- A. The Contractor shall be responsible for extension of the interior cleanouts in accordance with the Plan of Operation. The Contractor shall give at least 5 days' notice prior to extending the cleanout and the extensions shall be conducted under the supervisions and direction of the Owner. Great care shall be taken while filling around the cleanouts to avoid damage. Contractor shall furnish and install all necessary materials. On-site material can be used for the backfill around the outside of the cleanouts.

### **END OF SECTION**

## **SECTION 204**

### **OPERATION OF THE ASH MONOFILL LANDFILL OR ASH DISPOSAL WITH MSW LANDFILL**

#### **PART 1 GENERAL**

##### **1.01 SCOPE OF WORK**

- A. Provide all materials, equipment, labor, utilities, and any other items associated with the complete operation of the Ash Monofill Landfill or Ash Disposal Area within the MSW Landfill.

##### **1.02 PHASING PLAN**

- A. The Contractor will work with the Owner and Engineer on an annual basis to develop and follow a fill plan to achieve final grades as soon as possible, provide proper drainage, minimize leachate generation, avoid filling over leachate collection lines during the winter months, provide ease of vehicular movement, meet with any DNR requirements or special requirements for disposal of industrial process residues, and to meet all other requirements under this contract. Contractor to provide all necessary survey equipment and personnel to adequately control the filling grades.
- B. Within the constraints of the Contract and the DNR requirements, the Contractor shall have the right to control the discharge of each load of solid waste. The Contractor shall not require users to discharge loads of ash at points where they are required to traverse exposed refuse. The Contractor must allow for the efficient and expedient unloading of ash by haulers while fulfilling the requirements of this Contract.

##### **1.03 COMPACTION**

- A. The Contractor shall use rubber-tired loaders and dozers in Ash Monofill. Ash shall be installed in 2-foot lifts maximum. Route trucks over ash to aid in compaction. No testing is required. Ash will be placed to the limits shown on the Plan of Operation drawings. The ash shall be spread in maximum 2-foot-thick lifts and compacted with spreading equipment.

##### **1.04 FILLING AND ROAD CONSTRUCTION**

- A. Ash will be placed such that the maximum area of a new ash cell can be covered with 4 feet of ash.
- B. The access road into the ash cell will be constructed with the subbase consisting of ash with a top course of clean gravel a minimum of 6-inch thick and a maximum grade of 10 percent.

##### **1.05 CORE BERMS**

- A. The Contractor shall be responsible for routinely constructing core berms on exterior slopes. Exterior berms shall be constructed from ash.

##### **1.06 DUST CONTROL**

- A. In addition to typical dust control measures, the Contractor shall anticipate providing additional watering in this area as required to form a crust layer over top of ash.

#### **END OF SECTION**



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## **SECTION 205**

### **BIO-REMEDIATION OF PETROLEUM IMPACTED SOILS**

#### **PART 1 GENERAL**

##### **1.01 SCOPE**

- A. Contractor will be responsible for constructing, managing, and deconstructing bio-piles for bio-remediation of petroleum impacted soils in accordance with WDNR approval letter (Attachment A).

##### **1.02 CONTRACTOR'S RESPONSIBILITY**

- A. Contractor is responsible for providing all labor and equipment necessary to perform the following:
  - 1. Construction of bio-remediation area including removal of intermediate cover, construction of berms to control surface water, installation of sump, vehicle access roads and unloading area in accordance with current bio-remediation plan (Attachment A).
  - 2. Customer will be required to open drums for inspection prior to leaving the site. Contractor is responsible for removing soil from drums upon receipt and stockpiling soils. If material is left in drums, contractor will receive a \$50 payment for drum emptying.
  - 3. Mixing of soils with dry fertilizer and bulking agents as directed by County personnel.
  - 4. Building of bio-pile and placement of lateral vacuum and blower lines as directed by County personnel.
  - 5. Removal of pile when remediation is complete for use as daily cover.

##### **1.03 OWNER RESPONSIBILITY**

- A. Owner will provide the following materials: fertilizer, bulking agents, lateral vacuum and blower lines.
- B. Owner will monitor the bio-remediation process. The installation of the pipes will be by the Contractor, but the air handling operation and testing will be the Owner's responsibility.

**END OF SECTION**

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## **SECTION 206**

### **YARD WASTE AREA**

#### **PART 1 GENERAL**

##### **1.01 SCOPE**

- A. Contractor will receive materials, stockpile and load into containers as instructed by Owner.

##### **1.02 CONTRACTOR RESPONSIBILITIES**

- A. Receiving and Stockpiling: The landfill scale will direct trucks with yard waste to a stockpile area designated by the Contractor and approved by the Owner. Contractor shall maintain stockpile and minimize areas occupied by the stockpile.
- B. Load stockpiled yard waste into thirty-yard Roll-Off container. Material will be transported off site by Owner or incorporated into the Bioremediation of petroleum impacted soils.
- C. Dust Control: Contractor shall control dust from its processing operation.
- D. Surface Water Runoff: Contractor shall control surface water runoff from its processing area. Surface water shall be directed to the landfills surface water control features.
- E. Contractor shall perform routine grading, cutting of grass in the surrounding area, maintenance of culvert pipes and maintenance of drainage ways.
- F. The Contractor shall also be responsible for snow removal of the pad area and maintenance of access to the pad area.
- G. The Contractor will be responsible for re-setting the 2'x2'x6' concrete blocks with a front loader when they start to lean.
- H. The processing site will be open the entire year.
- I. Contractor is responsible to remove all unacceptable materials from yard waste.

##### **1.03 OWNER RESPONSIBILITIES**

- A. Owner will supply thirty-yard Roll-Off container.
- B. Owner will cover all associated disposal costs.
- C. The Owner will provide an asphalt pad and push blocks.

**END OF SECTION**

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## SECTION 207

### ASPHALT SHINGLE PROCESSING AREA

#### PART 1 GENERAL

##### 1.01 SCOPE

- A. The Contractor will be responsible for receiving/segregation of shingles, residue management, processing, and stockpiling.
- B. Contractor will provide all labor, equipment, and materials necessary to process shingles.
- C. The asphalt shingle processing site will be located on the site processing pad.

##### 1.02 CONTRACTOR RESPONSIBILITIES

- A. Receiving, Sorting, and Stockpiling: The landfill scale will direct trucks with asphalt shingles to a stockpile area designated by the Contractor. Contractor shall be responsible for sorting roofing materials from load that are not shingles. Customers are allowed to have a small percentage of roofing waste (less than 10 percent) which will include items like pallets, vents, and edging. Contractor shall maintain stockpile and minimize areas occupied by the stockpile.
- B. Shingle Processing: At a minimum, Contractor shall process (shred) shingles annually. During the months of October to April the Contractor may process shingles at any time. During the months of November to March the Contractor must use reasonable effort to grind asphalt shingles to keep up with sale demand. A two-week notice will be given prior to any processing request.
  - 1. Unprocessed stockpiles shall be limited to 4000 tons in size (each).
  - 2. Processed material shall be stockpiled separately using a front-end loader or conveyor to avoid compaction of processed material. Shingles shall be processed (ground or crushed) so that 100 percent passes a 1/2-inch screen.
  - 3. Magnetic separation of metals is required during processing and nails and other metals shall be removed.
  - 4. During the processing of materials, the contractor will be responsible to section off the processing area and provide an alternative customer unloading area away from the processing equipment.
- C. Permits: Contractor is responsible for providing all necessary permits required for use of its portable processing equipment.
- D. Dust Control: Contractor shall control dust from its processing operation.
- E. Surface Water Runoff: Contractor shall control surface water runoff from its processing area. Surface water shall be directed to the landfills surface water control features.
- F. Contractor shall perform routine grading to maintain current grades and elevations, cutting of grass in the surrounding area, maintenance of culvert pipes and maintenance of drainage ways and all items covered under Sections 101 and 212.
- G. Traffic areas on pad shall be swept with a magnet for removal of nails on a bi-weekly basis, or more frequently if deemed necessary by the Solid Waste Director.
  - 1) The Owner has a magnet available for Contractor use- which may or may not be suitable for Contractor's equipment.

- H. The Contractor shall also be responsible for snow removal of the pad area and maintenance of access to the pad area.
- I. The processing site will be open the entire year.
- J. Recycling of Metals: Contractor shall be allowed to recycle metal goods by the magnetic separation of nails and picking other metal items from the shingle processing area.
  - 1. Area shall be swept with a magnet for removal of nails on a weekly basis during summer (April through October) basis and on monthly basis during winter (November through March), or more frequently if deemed necessary by the Solid Waste Director.
    - a. The Owner has a 5ft towable magnet available for Contractor use.
  - 2. Contractor shall provide a summary of the tonnage of metal recycled when the recycled material is either sold or removed from the site.
  - 3. Contractor to provide storage container.
- K. Contractor is responsible to remove all unacceptable materials from asphalt shingles.

### **1.03 END PRODUCTS**

- A. Shingles: The end product of shingle processing will be the property of the Contractor. Contractor shall be responsible for loading processed material and working with the end user for incorporation into hot mix asphalt or aggregate.

### **1.04 OWNER RESPONSIBILITIES**

- A. Customer Waste Material:
  - 1. The Owner shall provide a roll-off container for the disposal of customer's waste materials at the processing site.
  - 2. The Owner shall provide educational materials which direct users of the shingle processing site to remove waste materials and dispose of such materials in the container provided.
  - 3. The Owner shall be responsible for disposing of the waste materials in the landfill.
  - 4. Scaled weight of waste materials removed will be deducted from the monthly shingle tonnage and added to the waste tonnage covered under the Agreement.
  - 5. Waste materials removed by the Contractor and placed into the landfill will not be deducted from the monthly shingle tonnage.
  - 6. The Owner shall randomly provide asbestos testing for every 100 tons of shingles accepted at the site. Results will be made available to Contractor.

### **1.05 REPEAT CUSTOMER ABUSE POLICY:**

- A. The Owner shall establish policies and procedures to address customer's abuse of the recycling area (Copy of policy is available upon request).
- B. Such policy shall require a demolition rate for disposing of improper loads and a fee of \$50 of which shall be paid to Contractor for removing unacceptable loads from the pad management area and disposing of such materials in the landfill. Notification and inspection by the Owner or his designee is required prior to rejecting or disposal of any unacceptable loads.
- C. Such unacceptable materials relocated from the pad area and disposed of in the La Crosse County Sanitary Landfill will be added to the tonnage for the monthly payment for services pursuant to the Agreement and deducted from the shingle tonnage.

- D. The Owner shall be responsible for providing signs on the pad management area and for informing users of penalties for violation of the policy for proper waste disposal.

**END OF SECTION**



## SECTION 208

### CLEAN WOOD PROCESSING WASTE AREA

#### PART 1 GENERAL

##### 1.01 SCOPE

- A. The Contractor will be responsible for receiving/segregation of wood waste, residue management, processing, and stockpiling.
- B. Contractor will provide all labor, equipment, and materials necessary to process wood waste.
- C. The wood waste processing site will be located on the site processing pad.

##### 1.02 CONTRACTOR RESPONSIBILITIES

- A. Receiving and Stockpiling: The landfill scale will direct trucks with wood waste to a stockpile area designated by the Contractor and approved by the Owner. Contractor shall maintain stockpile and minimize areas occupied by the stockpile.
- B. Wood Waste Processing: Processed wood must meet Xcel Energy's French Island waste wood fuel acceptance specifications which include size restrictions and the absence of metal. 95 percent of material must be 5 inches by 5 inches by 5 inches or less. Processing must begin within 7 days of being notified by the Owner of the need to process.
  - 1. During the processing of materials, the contractor will be responsible to section off the processing area and provide an alternative customer unloading area away from the processing equipment
- C. Permits: Contractor is responsible for providing all necessary permits required for use of its portable processing equipment.
- D. Dust Control: Contractor shall control dust from its processing operation.
- E. Surface Water Runoff: Contractor shall control surface water runoff from its processing area. Surface water shall be directed to the landfills surface water control features.
- F. Contractor shall perform routine grading of processing pad, cutting of grass in the surrounding area, maintenance of culvert pipes and maintenance of drainage ways.
- G. The Contractor shall also be responsible for snow removal of the pad area and maintenance of access to the pad area.
- H. The processing site will be open the entire year.
- I. Recycling of Metals: Contractor shall be allowed to recycle metal goods by the magnetic separation of nails and picking other metal items from the wood processing area.
  - 1. Area shall be swept with a magnet for removal of nails on a monthly basis, or more frequently if deemed necessary by the Solid Waste Director.
    - a. The Owner has a magnet available for Contractor use- which may or may not be suitable for Contractor's equipment.
  - 2. Contractor shall provide a summary of the tonnage of metal recycled when the recycled material is either sold or removed from the site.

- 3. Contractor to provide storage container.
- J. Contractor may utilize dirty or low-quality onsite wood chips from the stump processing area. These wood chips are also available for traction control in the unloading area during inclement weather.
- K. Contractor is responsible to remove all unacceptable materials from wood and perform a final inspection.

### **1.03 END PRODUCTS**

- A. Wood Waste: The end product will be the property of the Owner. Contractor shall be responsible for loading processed wood waste in trucks for hauling (by others) to the Xcel facility.

### **1.04 OWNER RESPONSIBILITIES**

- A. Owner to provide trucking and all associated costs for end product.

### **1.05 REPEAT CUSTOMER ABUSE POLICY:**

- A. The Owner shall establish policies and procedures to address customer's abuse of the wood waste area (Copy of policy available upon request).
- B. Such policy shall require a demolition rate for disposing of improper loads and a fee of \$50 of which shall be paid to Contractor for removing unacceptable loads from the pad management area and disposing of such materials in the landfill. Notification and inspection by the Owner or his designee is required prior to rejecting or disposal of any unacceptable loads.
- C. Such unacceptable materials relocated from the pad area and disposed of in the La Crosse County Sanitary Landfill will be added to the tonnage for the monthly payment for services pursuant to the Agreement and deducted from the clean wood tonnage.
- D. The Owner shall be responsible for providing signs on the pad management area and for informing users of penalties for violation of the policy for proper waste disposal.

### **END OF SECTION**

## **SECTION 209**

### **STUMP PROCESSING**

#### **PART 1 GENERAL**

##### **1.01 SCOPE**

- A. The Contractor will be responsible for receiving and stockpiling stumps.
- B. Contractor will provide all labor, equipment, and materials necessary to properly handle stumps.
- C. The stump stockpile location will be determined by the owner.

##### **1.02 CONTRACTOR RESPONSIBILITIES**

- A. Receiving and Stockpiling: The landfill scale will direct trucks with stumps to a stockpile area designated by the Contractor and approved by the Owner. Contractor shall maintain stockpiles separately and minimize areas occupied by the stockpiles.
- B. 95% of material must be 5"x5"x5" or less. Processing will be completed annually and must begin within 14 days of being notified by the Owner of the need to process.
- C. The Contractor shall load out processed material to the wood waste processing pad, MSW Landfill or Yard Waste site as directed by Owner.
- D. During the processing of materials, the contractor will be responsible to section off the processing area and provide an alternative customer unloading area away from the processing equipment
- E. Permits: Contractor is responsible for providing all necessary permits required for use of its portable processing equipment.
- F. Dust Control: Contractor shall control dust from its processing operation.
- G. Surface Water Runoff: Contractor shall control surface water runoff from its processing area. Surface water shall be directed to the landfills surface water control features.
- H. Contractor shall perform routine grading, cutting of grass in the surrounding area, maintenance of culvert pipes and maintenance of drainage ways.
- I. The Contractor shall also be responsible for snow removal of the pad area and maintenance of access to the pad area.
- J. The processing site will be open the entire year.

**END OF SECTION**

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## **SECTION 210**

### **CONCRETE AND ASPHALT PROCESSING AREA** *(PROCESSING BY OWNER)*

#### **PART 1 GENERAL**

##### **1.01 SCOPE**

- A. The Contractor will be responsible for stockpile management and pad maintenance.

##### **1.02 MATERIAL TO BE RECYCLED OR PROCESSED**

- A. The Owner desires to recycle or process certain construction and demolition waste materials into recycled aggregate products.
- B. These materials will be:
  - 1. Asphalt Cement Concrete (A.C.C.)
  - 2. Portland Cement Concrete (P.C.C.)

##### **1.03 WORK BY OTHERS**

- A. The processing of asphalt cement and Portland cement concrete will be performed by the Owner or designee. All costs for process aggregate (including permitting portable crushing equipment) shall be the responsibility of the Owner. Contractor will be responsible to allow access to processing area and coordinate activities.

##### **1.04 CONTRACTOR RESPONSIBILITIES**

- A. Stockpile Management: The Contractor is responsible for maintaining the stockpile area including control of dust and surface water runoff. Silt fencing shall be used if necessary.
- B. Contractor shall perform routine grading, cutting of grass in the surrounding area, maintenance of culvert pipes and maintenance of drainage ways all items covered under Sections 101 and 212.
- C. Recycling of Metals: Contractor shall be allowed to recycle metal goods by picking other metal items from the A.C.C. or P.C.C. Contractor shall provide a monthly summary of tonnage of the metal recycle to the owner. Contractor to provide storage container.
  - 1. Area shall be swept with a magnet for removal of nails on a monthly basis, or more frequently if deemed necessary by the Solid Waste Director.
    - a. The Owner has a 5ft towable magnet available for Contractor use- which may or may not be suitable for Contractor's equipment.
  - 2. Contractor shall provide a summary of the tonnage of metal recycled when the recycled material is either sold or removed from the site.
  - 3. Contractor to provide storage container.
- D. The Contractor shall also be responsible for snow removal of the pad area and maintenance of access to the pad area.
- E. The processing site will be open the entire year.
- F. The Contractor must take all precautions to avoid fire and safety hazards.

**END OF SECTION**

## SECTION 211

### HANDLING LATEX PAINT AND OTHER NON-HAZARDOUS WASTE

#### PART 1 GENERAL

##### 1.01 SCOPE

- A. Contractor will pick up latex paint and other acceptable materials from the Household Hazardous Material (HHM) dock when notified, spread and crush materials on wood chips, in MSW landfill, clean area after paint has dried.

##### 1.02 CONTRACTOR RESPONSIBILITIES

- A. Provide labor and equipment necessary to load and haul wood chips to MSW landfill.
  - 1. Contractor may utilize dirty or low-quality onsite wood chips from the stump processing area for daily cover. These wood chips are also available for traction control in the unloading area during in climate weather. Wood chips shall be hauled and scaled in a quad axel dump truck. Any other form of transportation of wood chips requires approval from the Solid Waste Director. If none of these wood chips are available for use, wood chips shall be purchased by HHM.
  - 2. Contractor will choose the site, within the MSW Landfill, for placement of wood chips and disposal of latex paint with the approval of the Solid Waste Director or his designee.
- B. When requested, provide labor and equipment necessary to load and haul Latex paint and other approved materials from Household Hazardous Waste dock to MSW Landfill.
  - 1. Create a pad of wood chips approximately 10 feet by 10 feet by 6 inches thick to place latex on.
  - 2. Dump Latex onto wood chip pad and crush cans with compactor to disperse paint.
  - 3. This procedure can be repeated until wood chips are completely saturated with paint. When no more paint can be added, allow chips to dry, place chips and empty cans into MSW waste and create a new wood chip pad to repeat procedure.

**END OF SECTION**

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## SECTION 212

### ANNUAL LANDFILL MAINTENANCE

#### PART 1 GENERAL

##### 1.01 FACILITY MAINTENANCE BY CONTRACTOR

- A. Section 101 identified certain maintenance responsibilities which are to be assumed by the Owner. This section specifies the following items which are the Contractor's responsibility.

##### 1.02 MAINTENANCE OF FENCING AND GATES

- A. Permanent Fencing and gates on the Site shall be maintained in good condition and in working order by the Owner. This shall apply to all existing fencing as well or new permanent fencing on Site during the life of the Contract.

##### 1.03 MAINTENANCE OF ROADWAYS

- A. Maintenance Interior Roadways:
  - 1. Contractor must apply a wetting agent to the gravel roads such as calcium chloride or routine watering as necessary.
  - 2. The Contractor shall be responsible for grading gravel roadways.
  - 3. Any rutting or ponding of water must be eliminated immediately.
  - 4. Drainage must be maintained on both sides of interior roadways. Water may not be allowed to cross over or pond beside interior roadways.
  - 5. Contractor is responsible for maintaining all culvert pipes in good working condition and replacing as required.
  - 6. When gravel roadways become muddy, contractor shall either grade off the build-up of excess fines or excavate out the dirty gravel and replace it with clean.
  - 7. Snow removal on all paved or graveled areas shall occur prior to 6:30 a.m. and as needed. In no case is the snow to accumulate beyond 2 inches during operating hours on the roadway or parking areas. Stockpiled snow around the office cannot negatively impact parking areas. The Contractor shall provide and install reflective edge markers at asphalt to grass transition areas around buildings. Any damage to infrastructure or lawn due to snow removal shall be repaired at Contractor's expense.
  - 8. Mowing: At all road edges mow one four-foot width on either side on a bi-weekly basis.
- B. Maintenance of Exterior Roadways:
  - 1. Paved Roads
    - a. The Contractor shall be responsible for dirt and debris removal and shall maintain shoulders along all paved areas as deemed necessary by the Owner to control dust, Contractor shall sweep, water, or vacuum paved surfaces.
    - b. Owner shall provide maintenance and repair to the driving surface as required unless damage is caused by Contractor negligence. In this case, the Contractor will be responsible for all costs associated with repair.
    - c. Contractor is responsible for maintaining all culvert pipes in good working condition.
    - d. The Contractor shall be responsible for periodically grading of gravel shoulder.
    - e. Roads shall be swept with a magnet for removal of nails on a monthly basis, or more frequently if deemed necessary by the Solid Waste Director.
      - 1) The Owner has a magnet available for Contractor use- which may or may not be suitable for Contractor's equipment.

- 2) Contractor shall provide a summary of the tonnage of metal recycled when the recycled material is either sold or removed from the site.
- 3) Contractor to provide storage container.
- f. Snow removal on all roadways shall occur prior to 6:30 a.m. and as needed. In no case is the snow to accumulate beyond 2 inches during operating hours on the roadway or parking areas. Stockpiled snow around the office cannot negatively impact unloading or parking areas. As deemed necessary by the Owner, the Contractor shall be required to re-locate stockpiled snow to a sedimentation basin. The Contractor shall provide and install reflective edge markers at asphalt to grass transition areas around buildings. Any damage to infrastructure or lawn due to snow removal shall be repaired at Contractor's expense.
- g. In the event roads become ice covered or excessively slick, the Contractor will be required to apply a satisfactory sand/salt mixture to the road. The Contractor must maintain a sand/salt mixture at the Site on an impermeable pad. Pad will be provided by the County, maintained by the Contractor. Sand/Salt mixture will be purchased and maintained by the Contractor.
- h. Mowing: At all road edges mow one four-foot width on either side on a bi-weekly basis.
2. Unpaved Roads
  - a. Contractor must apply a wetting agent to the gravel roads such as calcium chloride or routine watering as necessary.
  - b. The Contractor shall be responsible for periodically grading gravel roadways.
  - c. Any rutting or ponding of water must be eliminated immediately.
  - d. Drainage must be maintained on both sides of interior roadways. Water may not be allowed to cross over or pond beside interior roadways.
  - e. Contractor is responsible for maintaining all culvert pipes in good working condition.
  - f. When gravel roadways become muddy, contractor shall either grade off the build-up of excess fines or excavate out the dirty gravel and replace it with clean.
  - g. Roads shall be swept with a magnet for removal of nails on a monthly basis, or more frequently if deemed necessary by the Solid Waste Director.
    - 1) The Owner has a magnet available for Contractor use.
    - 2) Contractor shall provide a summary of the tonnage of metal recycled when the recycled material is either sold or removed from the site.
    - 3) Contractor to provide storage container.
  - h. Snow removal on all roadways shall occur prior to 6:30 a.m. and as needed. In no case is the snow to accumulate beyond 2 inches during operating hours on the roadway or parking areas. Stockpiled snow around the office cannot negatively impact unloading or parking areas. As deemed necessary by the Owner, the Contractor shall be required to re-locate stockpiled snow to a sedimentation basin. The Contractor shall provide and install reflective edge markers at asphalt to grass transition areas around buildings. Any damage to infrastructure or lawn due to snow removal shall be repaired at Contractor's expense.
  - i. Mowing: At all road edges mow one four-foot width on either side on a bi-weekly basis.

#### **1.04 YARDWORK**

- A. The Contractor shall be responsible to maintain the Site in a neat appearance. The Contractor shall keep all areas neat including the landfill office area, the equipment maintenance building area, the storage building area, tire recycling bin site, and small vehicle unloading area. The landfill property shall be kept free of noxious weeds and the shrubbery and trees near roadways and buildings shall be neatly trimmed. No weed spray or fertilizers shall be used at the sight unless prior approval is given by the Owner. This will be addressed on a case-by-case basis. Any damage to the County property will be repaired at the Contractor's expense. Provide yard maintenance in accordance with the following schedule and the mow map attached.
  1. Weekly:
    - a. Mowing: Grass shall be maintained at a height of no more than 4 inches.
    - b. Weeds: Use weed eater around edges of buildings, sidewalks, and parking lots.

2. Bi-Weekly:
  - a. Mowing: At all road edges, including paved, gravel and access roads, mow one four-foot width on either side. Mow around pump buildings located at the ash Monofill, demo area, tank, phase 4 and phase 5. Grass shall be maintained at a height of 6 inches. Slopes in ditches and other areas may exceed 4:1.
  - b. Weeds: Use weed eater around buildings.
3. Monthly:
  - a. Weeds: Pull weeds in areas with decorative rock around flower beds or buildings.
4. Semi-Annually:
  - a. Mowing: At all other areas within the site limits that are not naturally forested, including intermediate cover, grass shall be maintained at a height of 6 inches. Slopes in some areas, including on caps, ditches and in retention ponds, exceed 4:1. Mowing shall occur during the 30 days prior to June 1 or earlier if vegetation exceeds 24", and during the 30 days prior to October 1.
  - b. Weeds: Use weed eater around all monitoring points, signs, at the trees on the berms, at base of both permanent and litter control fencing, at marker posts, monitoring points and at the rip rap located at the spillways. All vegetation, including on stockpiles, and in sedimentation basins, including woody stems, shrubs, and trees need to be cut to 6 inches.
5. As Needed:
  - a. Keep all culverts in good condition, and repair as deemed necessary by the Owner.
  - b. Remove fallen trees and limbs and process. Large quantities of storm debris may be taken across the scale.
  - c. Replace wood chips on above ground piping as required.

#### **1.05 EQUIPMENT MAINTENANCE BUILDING**

- A. On-site equipment maintenance building shall be maintained by the Contractor in a condition equivalent to that existing at the beginning of the Contract. All repairs, utilities, and improvements shall be the responsibility of the Contractor. Contractor shall provide access to maintenance building for regular inspections by Owner.
- B. The maintenance, repair, and cleanliness of this building is the responsibility of the Contractor. The Contractor must take all precautions to avoid fire and safety hazards within the building, and correct any deficiencies identified by the County's liability insurance inspectors.
- C. The County could use the facility to host events at their discretion. In preparation for these events, the Contractor shall clean the building so that it is suitable for public use.
- D. The Owner does not perform maintenance on the sanitary service of the maintenance building. Maintenance of the sanitary service including the septic tank at the maintenance building shall be by the Contractor.
- E. The Owner does not perform maintenance on the water supply system of the maintenance building. Maintenance of the water distribution lines for the maintenance building shall be by the Contractor. Contractor will be responsible for all costs associated with municipal water usage.
- F. The Compactor Bay is equipped with a "disposable concrete floor" which will need to be replaced as determined necessary by the County. All costs associated with replacement will be paid for by the County.
- G. The shop drains discharge to the leachate tank. The Contractor shall maintain adequate water levels in the barometric traps.

#### **1.06 LEACHATE LOADOUT PAD AREA**

- A. Leachate loadout pad area shall be maintained by the Owner. The Contractor shall keep the concrete pad clean (free of gravel and other debris) when completing road work.

#### **1.07 SEDIMENTATION PONDS**

- A. Sedimentation ponds shall be cleaned out by the Contractor as needed and will be considered additional work. Contractor shall be responsible for the cleaning of the ponds and for placing of the sediment material in the landfill. This material will be dewatered and utilized as daily cover.

#### **1.08 DRAINAGEWAYS**

- A. All existing and new drainageways located within the landfill property shall be maintained in an erosion-free condition by this Contractor. Where required, the Contractor shall implement ditch repairing and improvements such as ditch checks, erosion netting, riprap, or any other control measures to prevent erosion of ditches or minor drainageways.

#### **1.09 SURFACE EMISSIONS**

- A. The Owner will be performing surface emission monitoring on an annual basis. Contractor will be responsible for providing additional cover soils or make other necessary repairs in areas which have emissions in excess of 500 ppm.

**END OF SECTION**

## SECTION 213

### CITIZEN CONTAINER DROP-OFF AREA

#### PART 1 GENERAL

##### 1.01 SCOPE

- A. Contractor will monitor, manage, and maintain Citizen Container Drop-Off area and associated diversion programs.

##### 1.02 CONTRACTOR RESPONSIBILITIES

- A. Receiving and Stockpiling: The landfill scale will direct landfill customers with small volume waste loads to an area approved by the Owner. A series of yellow containers for regular household waste, furniture and light demolition materials and a metal container for recycling. A set of purple containers is also available for mattress/box spring recycling and special areas for other recycling materials including cardboard, mixed recyclables, and tires.
- B. Contractor is responsible for pushing up waste and metal recycling bins. Contractor will be responsible for maintaining cleanliness of the drop-area including sweeping around bins, running the magnet, and litter clean up.
- C. Contractor is responsible for organizing and stacking freon items in freon bin in such a way that maximizes use and is not a nuisance.
- D. Contractor is responsible for stacking mattresses/box springs as required in such a way that maximizes use and is not a nuisance.
- E. Contractor is responsible for pushing up tire pile.
- F. Dust Control: Contractor shall control dust from its processing operation.
- G. Surface Water Runoff: Contractor shall control surface water runoff from its processing area. Surface water shall be directed to the landfills surface water control features.
- H. Contractor shall perform routine grading, cutting of grass in the surrounding area, maintenance of culvert pipes and maintenance of drainage ways.
- I. The Contractor shall also be responsible for snow removal of the pad area and maintenance of access to the pad area.
- J. The Contractor will be responsible for re-setting the 2'x2'x6' concrete blocks with a front loader when they start to lean.
- K. The drop-off site will be open the entire year.
- L. Contractor is responsible to remove all unacceptable materials from waste bins (Electronics, white goods, and household hazardous materials).

### **1.03 OWNER RESPONSIBILITIES**

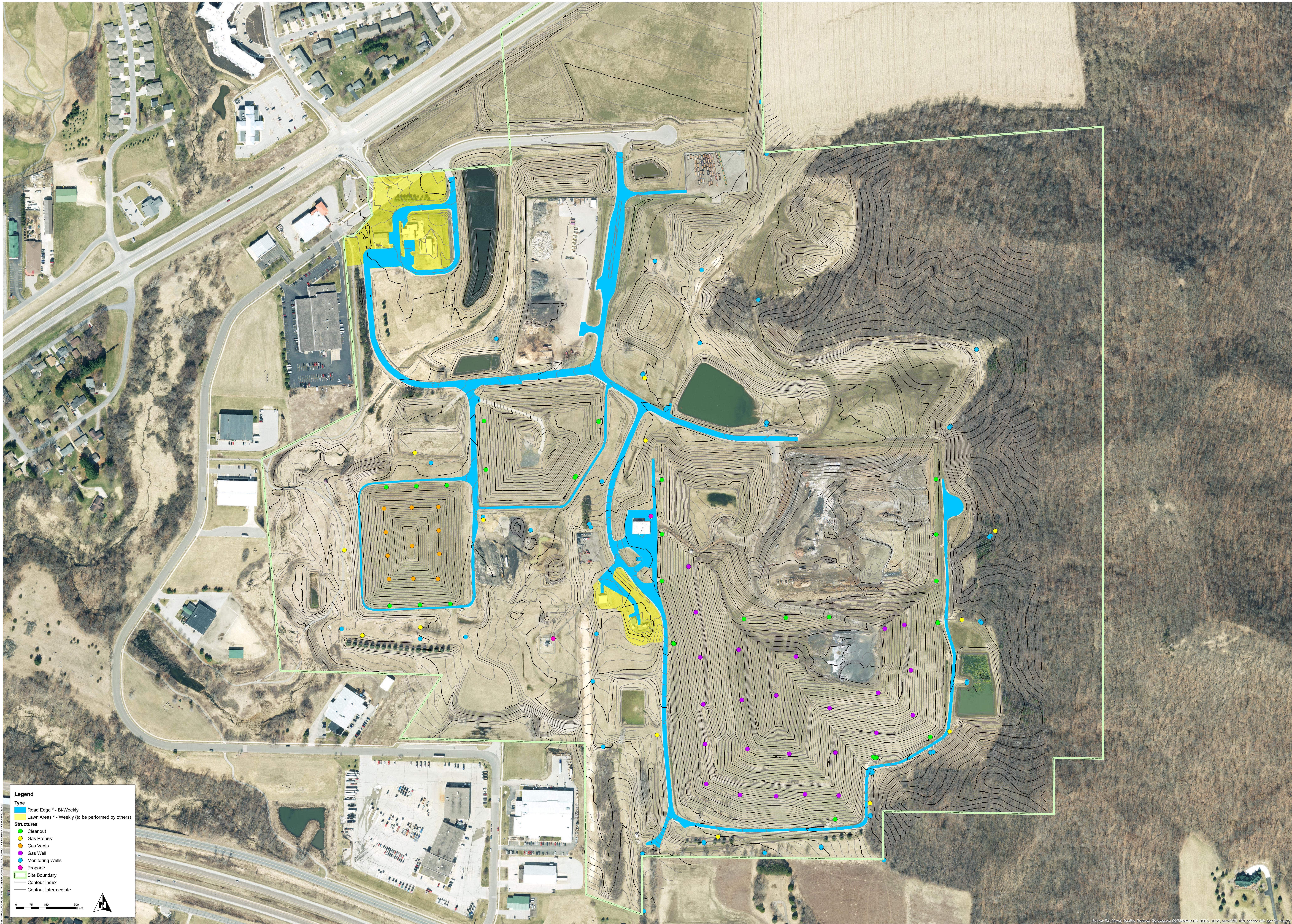
- A. Owner will supply Roll-Off containers and container emptying services.
- B. Owner will cover all associated disposal costs.
- C. The Owner will provide an asphalt pad and push blocks.

**END OF SECTION**

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## **Attachment A**





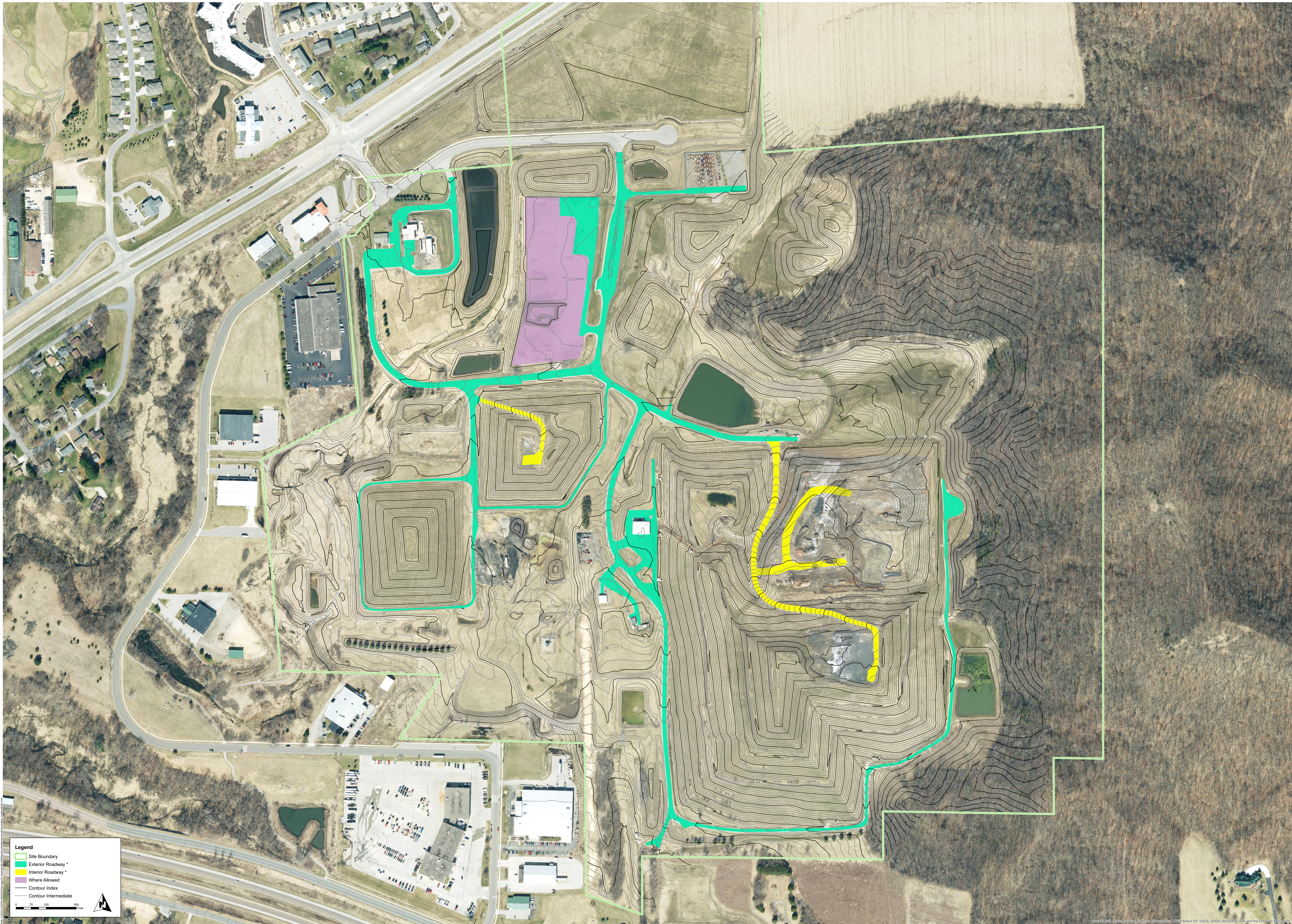
\* NOTE:  
SEH does not guarantee the accuracy, number  
or location of structures and exact location of  
roadways edges and areas.

# La Crosse County Solid Waste La Crosse, Wisconsin

**FIGURE 1**  
Yard Work Estimate

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources based on the map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring measuring measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.





**Legend**

- Site Boundary
- Exterior Roadway \*
- Interior Roadway \*
- Where Allowed
- Contour Index
- Contour Intermediate

0 75 150 300 feet

SEH

\* NOTE:  
SEH does not guarantee the accuracy, number  
or location of structures and exact location of  
roadways edges and areas.

## La Crosse County Solid Waste La Crosse, Wisconsin

**FIGURE 2**  
Facility Maintenance Estimate







## **Appendix B**



**LA CROSSE COUNTY**  
Exceptional services. Extraordinary place.

## Solid Waste Disposal Facility Operations Request for Proposal

### Response Form

#### Company Contact Information

Full Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

#### Acknowledgment of Appendix A

Certify that you have read and understand the contents of Appendix A-Requirements and Specifications of Landfill Operations.

Yes

☐

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

#### Acknowledgment of Appendix C

Certify that you have reviewed, complete the forms, and provide the information requested in Appendix C including cost, rate schedule, equipment list, sub-contractor information

Yes

☐

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

#### Bid Bond

\$25,000 Required Bid Security in the form of a Bid Bond on a form provided by surety or Cashier's Check.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full Name: \_\_\_\_\_



**LA CROSSE COUNTY**  
Exceptional services. Extraordinary place.

**Solid Waste Disposal Facility Operations Request for Proposal**

**Affidavit of Non-Collusion**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I Hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Company



## LA CROSSE COUNTY

Exceptional services. Extraordinary place.

### Solid Waste Disposal Facility Operations Request for Proposal

#### References

Full Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Full Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Full Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Full Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Appendix C



**UNIT PRICE BID SCHEDULE "A"**

	Unit	Unit Cost	No. of Units	Extension
1. Operation of MSW Landfill (Tech Specs 101 & 201)	LS	\$ _____	1	\$ _____
	Ton	\$ _____	46,926	\$ _____
	Total Bid Item 1			\$ _____
2. Operation of the Asbestos Area within MSW Landfill (Tech Specs 101 & 202)	LS	\$ _____	1	\$ _____
	Ton	\$ _____	360	\$ _____
	Total Bid Item 2			\$ _____
3. Operation of the Construction and Demolition Landfill Area within MSW Landfill (Tech Specs 101 & 203)	LS	\$ _____	1	\$ _____
	Ton	\$ _____	22,094	\$ _____
	Total Bid Item 3			\$ _____
4. Operation of Ash Monofill Landfill or Ash Disposal Area withing the MSW (Tech Specs 101 & 204)	LS	\$ _____	1	\$ _____
	Ton	\$ _____	9,595	\$ _____
	Total Bid Item 4			\$ _____
5. Operation of Bio-Remediation Area (Tech Specs 101 & 205)	LS	\$ _____	1	\$ _____
	Ton	\$ _____	333	\$ _____
	Total Bid Item 5			\$ _____
6. Operation of Yard Waste and Clean Fill Area (Tech Specs 101 & 206)	LS	\$ _____	1	\$ _____
	Ton	\$ _____	688	\$ _____
	Total Bid Item 6			\$ _____

	Unit	Unit Cost	No. of Units	Extension
7. Shingle Processing Area (Tech Specs 101 & 207)				
Pad Management	LS	\$ _____	1	\$ _____
Processing	Ton	\$ _____	6,903	\$ _____
Total Bid Item 7				\$ _____
8. Clean Wood and Brush Processing Area (Tech Specs 101 & 208)				
Pad Management	LS	\$ _____	1	\$ _____
Processing	LS	\$ _____	2,464	\$ _____
Total Bid Item 8				\$ _____
9. Stump Processing Area (Tech Specs 101 & 209)				
Pad Management	LS	\$ _____	1	\$ _____
Processing	Ton	\$ _____	107	\$ _____
Total Bid Item 9				\$ _____
10. Concrete and Asphalt Processing Area (Tech Specs 101 & 210)				
Pad Management	LS	\$ _____	1	\$ _____
(Processing by Owner)	Total Bid Item 10			\$ _____
11. Handling Latex Paint and Other Non-Hazardous Waste (Tech Specs 101 & 211)				
	Ton	\$ _____	47	\$ _____
Total Bid Item 11				\$ _____
12. Annual Landfill Maintenance (Tech Specs 101 & 212)				
	LS	\$ _____	1	\$ _____
Total Bid Item 12				\$ _____
13. Operation of Citizen Drop Off Area (Tech Specs 101 & 213)				
	Ton	\$ _____	1,603	\$ _____
Total Bid Item 13				\$ _____
Total Bid Schedule "A"				\$ _____

**EXTRA WORK RATE SHEET**

<b>Misc. Heavy Equipment (including operator)</b>	<b>Rate</b>	<b>Equipment Model and Year</b>
1. Backhoe, Rubber Tired	\$/hr	
2. Backhoe, Tracked	\$/hr	
3. Scraper	\$/hr	
4. Dozer	\$/hr	
5. Loader	\$/hr	
6. Grader	\$/hr	
7. Dump Truck	\$/hr	
8. Landfill Compactor	\$/hr	
9. Off Road Haul Truck	\$/hr	
10. Tanker Truck for Leachate Hauling	\$/hr	
11. Sweeper/Broom	\$/hr	
12. Water Truck	\$/hr	
Misc. Labor	Rate	
1. General Laborer	\$/hr	
2. Operator	\$/hr	
3. Foreman	\$/hr	
Standard Landfill Operations- Extended Hours	\$/hr	

Extra Work Rate Sheet prices are for reference only - not included in Total Bid Price Schedule "A" - and will not no bearing on Contractor selection