

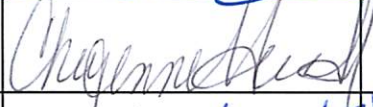
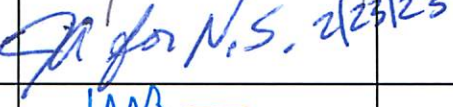





**SUBJECT:** Award of bid number 23-049B Annual Operation and Compaction at Central Landfill to Western Construction & Equipment for the contract amount of \$2,735,250.00.

**AGENDA OF:** March 21 2023

**ASSEMBLY ACTION:** Adopted with McKee, Tew + Bernier  
Opposed. 3/21/23. (SP)

**AGENDA ACTION REQUESTED:** Present to the Assembly for consideration.

Route To Department/Individual	Signature	Comments
Purchasing Officer		
Public Works Director	 2/23/23	
Finance Director		
Borough Attorney	 for N.S. 2/23/23	
Borough Manager		
Borough Clerk	 2/23/23	

**ATTACHMENT (S) :** Fiscal Note: Yes ☒ No ☐  
 Analysis Sheet (1p)  
 Scope of Work (17p)

**SUMMARY STATEMENT:** On January 4, 2023, the Matanuska-Susitna Borough Purchasing Division issued a solicitation requesting bids from qualified contractors to provide services necessary for the successful operation of the Solid Waste Landfill, the C&D cells, the asbestos cell and other routine maintenance as required by Solid Waste Division (SWD) management. Services purchased will support the Public Works Department in assembly district #1.

In response to the advertisement, three responsive bids were received. Award recommendation is being made to Western Construction & Equipment as the lowest responsive and responsible

bidder based on Total Bid Amount.

The term length for this agreement is from July 1, 2023 to June 30, 2026 with two additional one year renewals (potentially five-year contract), subject to annual appropriation of funds by the Borough Assembly.

In accordance with MSB 3.08.170(B), Administration requests authority to modify the resulting contract term length by 90 days for unforeseen circumstances.

In accordance with MSB 3.08.170(C), Administration requests a 5% (\$136,762.50) change order authority to modify the resulting contract for reasons established under 3.08.170(B).

The Public Works Department, Solid Waste Division will be administering the contract.

**RECOMMENDATION OF ADMINISTRATION:** Approve the subject action memorandum.

MATANUSKA-SUSITNA BOROUGH  
FISCAL NOTE

Agenda Date: March 7, 2023

SUBJECT: Award of bid number 23-049B Annual Operation and Compaction at Central Landfill to Western Construction & Equipment for the contract amount of \$2,735,250.

ORIGINATOR: Purchasing

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>YES</u> NO
AMOUNT REQUESTED <u>\$2,735,250 *</u>	FUNDING SOURCE <u>SW Operating Budget</u>
FROM ACCOUNT # <u>510.150.401 4xx.xxx</u>	PROJECT #
TO ACCOUNT :	PROJECT #
VERIFIED BY: <u>Amir Winkler</u>	CERTIFIED BY:
DATE: <u>2-23-23</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027
Personnel Services						
Travel						
Contractual			*			
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING			*			

CAPITAL						
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other			*			
TOTAL			*			

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) \* Subject to annual Budget Appropriation + Approval.

PREPARED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 DEPARTMENT: Chapman DATE: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_ DATE: 2/23/23

**SCOPE OF WORK**  
**Annual Maintenance and Operation of Central Landfill**

**SECTION 1 SUMMARY OF WORK**

**PART 1 GENERAL**

**1.01 LOCATION AND SCOPE OF WORK**

- A.** Location: The Central Landfill (CLF) is located at the south end of North 49th State Street at 1201 North 49th State Street. (Attachment 1 - Map)

Description of Facility: The Central Landfill is a permitted Class I Municipal Solid Waste (MSW) Landfill. It is a 620-acre site with approximately 40-acres permitted for Municipal Solid Waste Disposal. There are currently two closed unlined cells (1 and 2A), one unlined cell which is pending closure (2B) and two active cells (3) and (4). There is one Construction and Demolition (C&D) (C&D 1) cell that is closed and one active (C&D 2) and one asbestos cell. A small area includes a collection site for brush and grass as well as a compost windrow. The Site has two 70-foot truck scales adjacent to a scale house and one 80-foot automated truck scale used for commercial traffic; public disposal walls with three 120 cubic yard transfer trailers slots; administrative offices; a hazardous materials collection facility; a 60' x 80' equipment warm storage building; a scrap metal laydown area; paved and gravel roads and parking areas.

- B.** Scope of Work: The Contractor will be responsible for providing services necessary for the successful operation of the Solid Waste Landfill, the C&D cells, the asbestos cell and other routine maintenance as required by Solid Waste Division (SWD) management.

The main focus of the work will be the maintenance of the working faces at the MSW and C&D cells, both there sizes and cover vary dramatically. The MSW is a smaller working face that requires daily cover, while the C&D cell's face is typically bigger and requires cover at least monthly. Per State of Alaska Department of Environmental Conservation (SOA ADEC) Permit-Para 12. C&D operations

Typical daily tasks include:

- i. Spreading and compacting waste
- ii. Excavating, hauling, and placing cover material
- iii. Constructing and maintaining landfill access roads
- iv. Snow plowing and sanding
- v. Spreading, compacting and covering the C&D cells
- vi. Spreading and covering the asbestos cell (by appointment and immediately)
- vii. Picking up all windblown litter (may be on or near the landfill)
- viii. Maintain old and existing cells as required.
- ix. Perform grounds maintenance with equipment as required.

- C.** TERM: The agreement shall be in effect upon execution of the contract (July 1, 2023) and shall expire on June 30, 2026. (Initial term of contract aligns with the SWD fiscal year typical in other SWD contracts).

**\*highlighted sections were modified by addendum one**

- D. **OPTION TO RENEW:** The SWD may renew this agreement for two (2) additional one (1) year terms subject to agreement by both parties.

## **1.02 LANDFILL SCHEDULE**

- A. The contractor will be paid for each day the landfill working face is open or they are called in for other regular planned work or emergencies (earthquake, floods etc.).
- B. **Current Landfill Working Face Operating hours:**

May 1st through October 30th Sunday-Saturday- 8:00 A.M. - 5:00 P.M.  
November 1st through April 30th Monday through Saturday – 8:00 A.M. – 5:00 P.M.  
Hours are subject to change.

- C. **Access:** Customers are not allowed into the landfill prior to the posted hours of operation. Customers are allowed into the landfill up to the time of closing. Customers may remain at the landfill face in some cases until after the landfill has closed because they are still offloading waste. It is the responsibility of the Contractor to remain at the operating face until all customers have exited the landfill face for safety and in order to properly close the working face.
- D. **Typical Closures. Contractor Does NOT work Holidays (3 days):**  
New Years  
Thanksgiving  
Christmas Day

## **1.03 ACCEPTABLE WASTES**

The CLF shall be operated in accordance with SOA ADEC Permit Numbers SW1A007-26 with attachment attached hereto in Appendix A or any renewed version of the permit. Pay special attention to the Operations Plan Attachment to the permit. The facility is permitted to accept mixed municipal solid waste, Construction Demolition Debris, asbestos, and on a case-by-case basis, certain non-hazardous special wastes.

Asbestos shall be landfilled in the designated area of CLF in accordance with the contract requirements and in full compliance with the applicable ADEC permit.

## **1.04 UNACCEPTABLE WASTES**

"Hazardous wastes," "radioactive wastes," or "infectious wastes" as defined by the United States Environmental Protection Agency (USEPA) or the Alaska Department of Environmental Conservation (ADEC) shall not be accepted at the CLF unless otherwise exempted such as household hazardous waste (HHW).

The Contractor shall be responsible for inspecting all loads received at the landfill to check for unacceptable wastes. If the Contractor spots a suspected unacceptable waste, they shall immediately inform the Landfill Manager who shall make the final determination as to its acceptability. If the Landfill Manager is not immediately available, the Contractor shall set the waste aside and not landfill it. The waste shall be staked and flagged. The Contractor shall also identify the truck that had carried the waste in question, list the generator of the waste, and request the ticket number from the CLF scale house. At his earliest convenience, the Landfill Manager shall inspect the waste to determine its acceptability and whether it can be

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landfilled or whether the customer must return to pick it up and take it away.

## **1.05 SPECIAL WASTE**

Special waste may consist of asbestos, sludge, contaminated soil, spoiled food, yellow cake sulfur, medical waste and sandblast residue. Special wastes require the Contractor to use special handling and disposal procedures directed by the Solid Waste Division staff and outlined in the permit and procedures. Special wastes are typically received by appointment only and immediately covered.

## **1.06 PERSONNEL, TRAINING, HEALTH AND SAFETY**

### **A. PERSONNEL**

At least 14 days prior to commencement of work, the Contractor shall provide to the SWD a personnel list with their resumes attached. The Contractor shall update the list within one week of any new hire or transfer of personnel, whether permanent or temporary, to a different employment position, or termination of an employee.

All personnel must meet experience and training minimum requirements for the position held. All training as listed in the next section will be completed by the personnel in the positions as called out. New staff is required to have completed training prior to commencing work at the facility especially the "Manager of Landfill Operations" course, unless the SWD approves an alternate schedule.

The designated contractor on-site supervisor or back up site supervisor must be present at the Central Landfill during all open hours.

All personnel working for the Contractor on this project must be "employees" of the Contractor with exception of "contract" work as called out in the Additional Services, unless approved otherwise by the SWD.

It is the Contractor's responsibility to determine staffing/personnel needs, work hours/schedules, work sequence, procedures, etc. to complete the work required by the Contract.

The SWD has the authority to request a replacement of any employee due to lack of performance or safety violations as assessed by the contract administrator (CLF manager).

#### **1. On-Site Supervisor (Foreman)**

The onsite supervisor shall be the Contractor's designated representative who shall have full authority to run the landfill operation for the Contractor. The Site Supervisor shall be responsible for maintaining all records of this contract and their daily operation. The Site Supervisor shall be the primary point of communication between the Solid Waste Division and the Contractor. The Site Supervisor shall have a minimum of four (4) years of supervisory experience and skills to fulfill requires set forth in this contract. The Site Supervisor(s) shall meet the approval of the SWD. The Site Supervisor and back up Site Supervisor will be required to attend and successfully complete the "Manager of Landfill Operations" course within 90 days of starting the contract. Failure to complete on time will result in a \$2,500 penalty each month until the course is completed.

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**\*highlighted sections were modified by addendum one**

The Contractor must designate a back-up Site Supervisor to cover all hours that the primary Site Supervisor is not onsite. The back-up Site Supervisor shall have all of the qualifications, training and certification required of the primary Site Supervisor. A Site Supervisor must be on site during all operating hours until the daily cover has been placed and the last customer has left.

**2. Heavy Equipment Operators**

The operators must have a current 40 hour HAZWOPER and Operator must have necessary experience and skills in heavy equipment operation to fulfill requirements set forth in contract.

**3. Spotter(Flagger)**

Spotters are required at the MSW and C&D working faces as a part of cell daily rates. The spotter will manage traffic, ensure proper PPE is worn, ensure proper waste screening and segregation and report improper disposal to the Landfill Unit Supervisor/Senior Solid Waste Utility worker immediately. The Spotter must have 24 hour HAZWOPER and Flagman certification.

**4. Trash Pickers**

Trash pickers pick up loose and blown trash. If used for other reasons the contractor will provide a list of those duties and proper training required with certifications. Trash pickers can be trained as Spotters. There are to be two (2) on site per day. Ensure proper PPE is worn.

**B. TRAINING**

1. All training required by the SWD, state, federal or other agencies (including but not limited to OSHA) is the responsibility of the Contractor.
2. The on site operators must have knowledge of waste identification and handling for wastes such as hazardous waste, proper compaction techniques, proper daily cover procedures, proper handling of construction and demolition debris, etc.; must be familiar with heavy equipment operations to perform maintenance on equipment.
3. Contractor employees shall dress appropriately for work tasks performed and especially adhere Solid Waste PPE policies.
4. The Contractor shall pay all costs associated with training. The Operator shall provide the SWD with written training documentation immediately after training is complete.
5. The Contractor shall provide the SWD records of weekly safety meetings electronically.

**C. SAFETY**

1. The Contractor shall provide the SWD electronic records of daily tailgate safety meetings at the monthly contractor/SWD meeting.

2. Contractor employees shall dress appropriately for work tasks performed to include

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**\*highlighted sections were modified by addendum one**

proper PPE as required by OSHA, the MSB Health and Safety Policies and Procedures and the current MSB SWD PPE Policy.

3. The Contractor's number one responsibility is to ensure the safety of the public using the landfill facilities. Immediately report unsafe acts, near misses or accidents with loss and protect the accident scene.
4. The SWD furnishes signs, permanent lighting, barricades and other protective devices at the access to operations sites to protect and safeguard the public from any dangerous conditions. The contractor is obligated to provide primary lighting at the MSW and C&D working faces (i.e. light plants). Immediately notify the SWD of damaged, insufficient or inadequate signage in any of the disposal areas.
5. Smoking is not allowed at the landfill. One designated smoking area is located adjacent to the Administrative Offices on the Hazardous Waste side of the building.
6. Contractor personnel will not "scrounge" or otherwise "pick" through waste. These actions are not allowed by permit and unsafe for both contractor and customers.
7. Do not feed animals. Report feral animals immediately.

**D. ACCIDENTS:**

The contractor will notify the SWD immediately of any near misses, or accidents resulting in damage to SWD owned equipment, facilities or to customer's property or vehicles, and injury to any person. Provide a written statement (SWD supplied forms) to the SWD detailing events immediately following the incident. Make employees involved in or witnessing an incident available for debriefing and/or questioning by SWD and authorities, if required.

**E. FIRES:**

1. Report fires immediately by notifying the Manager on Duty and dialing 911 if necessary.
2. Fires in the landfill will be extinguished immediately using equipment and reported. SWD staff will provide additional guidance as required.
3. In the event of a fire, the contractor may be required to move equipment/materials out of buildings, cover waste and/or burning areas in the landfill, and remain on site as long as requested by the SWD and/or fire department.

**F. WIND:**

1. It is the responsibility of the contractor to monitor the weather and, in the event of projected winds in the area, shrink the size of the working face to 50 x 20, compact and cover the entire working face immediately and again prior to the end of the working day the day before the expected event. Temporary cover is not authorized.
2. Position fences to capture as much waste blowing from trucks during unloading as possible. (Close to the working face as possible and perpendicularly oriented against the wind).

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**\*highlighted sections were modified by addendum one**

3. Reduce lift sizes to no more than 2 feet and build to the ten-foot authorized lift standard immediately compacting waste and covering with dirt as you go.
4. Immediately have laborers begin picking litter starting the furthest from the face in the direction of wind travel and working back towards the face. An exception is litter fences which must be emptied of litter to be efficient.
5. This requirement applies to both the MSW and C&D cells.
6. Currently the permit requires the landfill to close when winds exceed 25 mph steady or gusts to 45 mph. The Manager on duty is responsible for monitoring wind speeds and determining if closure is necessary. If closure is necessary, the Manager on duty will notify Contractors Site Supervisor.

## **1.07 REGULATORY AGENCIES**

The SWD shall be the responsible agency to respond to any inquiries, questions, or formal response with any state, federal or city agencies.

The landfill is operated under an ADEC disposal permit. A copy is kept in the office of the Contract Administrator. The Contractor and all site personnel must be familiar with permit requirements. A Copy of current permit will be provided to the Contractor.

A new solid waste disposal permit may be issued during the term of this contract and any changes required by the State may be incorporated as a part of the contract by change order.

Inspections of the landfill are conducted periodically by the ADEC. The Contractor as part of daily operations will implement operational changes requested by the ADEC as a result of an inspection. Copies of inspection reports will be provided to the Contractor.

## **1.08 CONTRACTOR USE OF SITE**

No equipment or supplies other than those required to carry out the work as required by these documents will be allowed to be stored or maintained at the site unless coordinated and approved by the SWD Manager. The SWD is not responsible for any loss due to theft or breakage of tools used for this contract. All supplies stored will be in accordance with all regulatory requirements.

Personal use of SWD equipment and facilities is prohibited. SWD facilities may not be used as a waiting place. Pets are not allowed.

## **1.09 ANNUAL ADJUSTMENT FOR COST OF LIVING**

The bid price of the Contract will be adjusted annually (except in the first year) to account for inflation or deflation. The Bid price will be adjusted July 1st each fiscal year by the previous year's Consumer Price Index as published by the U.S. Department of Labor statistics for Anchorage, Alaska March 1 of each year commencing in the second year of the contract. Rate adjustments shall be made after execution of the change order to include any times

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**\*highlighted sections were modified by addendum one**

covered by the increase or reduction previous to the date of the change order. Future payments must be included in monthly billings.

### **1.10 CONTRACT CLOSEOUT**

During the last ninety days of the contract, and prior to closeout, the Contractor shall perform all contractual obligations, and closeout activities required by the contract.

Any temporary structures erected by the Contractor shall be removed prior to contract closeout unless a transfer of ownership is agreed to.

Any failure to complete tasks or contract responsibilities including removal of all equipment will result in withholding the final payment to pay for contract completion responsibilities.

### **1.11 DEFICIENCIES**

Full compliance with all provisions of this Contract is the sole responsibility of the Contractor. Contractor shall monitor his own work and shall make adequate effort to avoid deficiencies.

### **1.12 PAYMENT**

Payment will be based on monthly service provided. This payment will be for all services outlined in the contract; payments will be made once a month for the daily rate following accomplishment of the work.

### **1.13 WORK PLAN**

This submittal must be included with the contractors bid at time of bid opening. The Thoroughness and documented understanding of the below items may be used as a determination for a responsible bid.

The Contractor shall submit a detailed work plan to include but not limited to:

- a) Methodology used to accomplish all the work
- b) Understanding of proper landfill operations and compaction techniques
- c) Equipment being proposed for the work and plan for backup equipment
- d) Expected manpower requirements
- e) Communication equipment supplied

### **1.14 QUALITY ASSURANCE**

This submittal must be included with the contractors bid at time of bid opening. The Annual Maintenance and Operations Contractor shall have successfully operated heavy equipment used by Municipal landfills for at least five (5) years in the past ten (10) years. The Contractor shall submit a resume detailing past/present heavy equipment operations history to include but not limited to:

- a) Owner
- b) Location
- c) Period of Performance
- d) Owner contact information

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\*highlighted sections were modified by addendum one

## **PART 2 EQUIPMENT**

### **2.01 EQUIPMENT GENERAL**

New or certified new equipment will not be required with this contract. Instead, Compactor and Dozer will be required to have full maintenance records that meet manufacturers' recommendations. All other equipment will require 24 months of maintenance records that meet manufacturers' recommendations, unless new, to be submitted with their bid.

A visual inspection of all equipment will be required at least 14 days in advance of the contract for final acceptance by Central Landfill Manager and Mechanic. Any equipment that does not meet contract requirements or visual inspection will not be accepted and must be replaced with like equipment by contract start up.

Visual inspection will include:

- Overall appearance and cleanliness of vehicle
- Excessive grease or oil leaks
- Damage or broken parts, glass, pins, etc.
- Safety devices, lighting etc.
- Excessive noise or smoke after warm up from drive train
- Defects in chassis
- General equipment operation

Minimum Equipment Required:

- MSW Compactor
- C&D Compactor
- Back up Compactor
  - (Compactors must contain GPS compiling system for monthly compaction reporting Section 2.03 and 2.04.)
- Wide track Dozer, D6 or larger
- Excavator with Thumb, 215 or larger
- Loader 963, or larger
- Articulating truck

Recommended Equipment:

- Fuel Truck
- Light Plants

### **2.02 EQUIPMENT SAFETY AND CARE**

Inspect and maintain equipment to manufacturer's specifications, allowing for ordinary/normal wear, per equipment manufacturers recommended intervals.

- a) Equipment shall be free of excessive grease and oil leaks.
- b) Be aware of ADEC requirements for spill reporting. Each piece of equipment must have a spill kit in the unit.
- c) Immediately cleanup all spills in compliance with ADEC requirements.
- d) Report all spills and action taken to the CLF Unit Supervisor or Senior Solid Waste Utility

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**\*highlighted sections were modified by addendum one**

Worker immediately.

- e) Equipment shall have no broken glass.
- f) Safety devices, lighting, and signs shall be operational at all times the unit is in operation.
- g) Equipment deemed unsuitable by break down history, unsafe, or limited by design will not be allowed to perform under this Contract, as determined by the SWD.
- h) The SWD reserves the right at any time to submit a list of deficiencies to be corrected.
- i) Equipment shall be removed from service until deficiencies are corrected unless otherwise agreed by the SWD.
- j) A complete equipment history shall be provided for each piece of equipment that the contractor expects to have on site. The equipment history shall be provided to the SWD with their bid.
- k) Back up alarms shall consist of devices that do not produce consistent audible beeping or noise making device.
- l) Damage to the containers due to negligence of the Contractor will be repaired by the Contractor at no expense to the SWD. This work shall only be done after receiving authorization from the Contract Administrator.

## **2.03 COMPACTION EQUIPMENT**

Provide two Landfill Compactors capable of achieving minimum compaction densities required by the contract (Section 3.01.A and C) in Municipal Solid Waste. Equipment must be New or Certified New by the maker of the equipment and must not be older than 5 years from the Purchased new date or Certification date at the start of the contract. During the life of the contract the equipment must not exceed 10 years from New or certified new date. The compactor must be equipped with GPS compiling system or equal to measure the compaction rate and produce reports for the monthly compaction average, or provide a monthly survey of the cell(s) that the compactor was working in to determine the average compaction rate, excluding the Asbestos cell. The surveyor must be licensed in the State of Alaska and approved by the SWD.

## **2.04 BACK-UP COMPACTION EQUIPMENT**

Provide access to a back-up compactor capable of achieving compaction densities. The compactor must be equipped with GPS compiling system or equal to measure the compaction rate and produce reports for the monthly compaction average, or provide a monthly survey of the cell(s) that the compactor was working in to determine the average compaction rate. The surveyor must be licensed in the State of Alaska and approved by the SWD.

## **2.05 COVER EXCAVATION LOADING AND HAULING**

The Contractor will provide equipment to safely satisfy daily landfill cover requirements (See Section 3.02).

## **2.06 COMMUNICATIONS EQUIPMENT**

It is important for safety and security reasons to maintain communication between the Contractor's operating personnel and CLF Scale House and Senior Utility worker at all times. The Contractors on site supervisor shall have either a radio or cell phone capable of

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\*highlighted sections were modified by addendum one

communicating with SWD staff and must monitor for communication with SWD staff at all times.

### **PART 3 EXECUTION**

#### **3.01 COMPACTION**

##### **A. MUNICIPAL SOLID WASTE CELL**

The Contractor must spread and compact the waste by making multiple passes over the refuse with appropriate compaction equipment (See 2.03).

Compaction achieved will be determined on a semiannual basis using the methods discussed in Section 3.06. The Contractor shall achieve a minimum in place density of 1,300-1,500 lbs/Cubic Yard, with the goal of 1,400 lbs/CY validated semiannually. All costs for semiannual volume and density calculations will be paid by the SWD. The compaction rates shall be determined by a survey which accounts for all refuse and cover materials placed during the period. The survey will be performed by a third-party surveyor licensed in the State of Alaska.

##### **1. Payment**

The Contractor will receive the daily compensation specified on the bid sheet for achieving the minimum level of compaction (1,300-1,500 lbs/CY currently or based on the table below in a new cell).

MSW Estimated Cell Operation Year*	Minimum	Lift
1	N/A	1
1	800	2
1-2	1000	3
2 and up	1400	4

*\* The compaction rate requirement is tied to the actual lift number, not the cell operation year.*

Landfill operations are currently being conducted in Cell 4 which was constructed in 2020. **The compaction goal for Cell 4 is 1,400 lbs/CY.** Cell 4 has approximately 7 to 8 years of space remaining as of contract signing. Cell 3 may also be used during this contract.

##### **B. Liquidated Damages for insufficient and over compaction**

The Contractor will be assessed liquidated damages for insufficient or over compaction at 25% per 101 pounds of reduced/over compaction from the goal of 1,400 lbs/CY:

For example, if the Contractor achieves a rate of compaction of 1200 pounds per cubic yard, 25% will be deducted from the monthly payment amount because the minimum compaction density of 1300 lbs per cubic yard was not achieved by 100 lbs. Should the Contractor achieve 1099 pounds or less per cubic yard a deduction of 50% will be taken off of the

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**\*highlighted sections were modified by addendum one**

contractor's monthly rate total. The same applies to compaction rates over the specified range. Compaction rates 101 lbs/CY over the desired rate of **1400 pounds/CY** will be prorated accordingly i.e. achieving 1550 pounds/CY would be a deduction of 25%.

The compaction rate will be determined by the contractors providing monthly compaction reports and confirmed semi- annually with the SWD compaction report. Any discrepancies in compaction rates will be determined by a SWD approved third party contractor that will perform a new compaction report to be paid for by the contractor.

Compaction Rate Required MSW Cell	Compaction Achieved	% Payment
1400	1701 & above	50
1400	1501-1700	75
1400	1300-1500	100
1400	1100-1299	75
1400	1099 & below	50

Penalties will be retroactive based on the monthly report and will continue until such time the compact rate meets the standard as outlined in this contract for a 30 day period.

### **C. CONSTRUCTION AND DEMOLITION CELL**

The Contractor will be responsible for the consolidation and compaction of Construction and Demolition (C&D) materials. This will involve pushing C&D materials into consolidated piles and compacting materials with the C&D compactor and achieving 1,000 pounds per cubic yard density. It will be the responsibility of the Contractor to provide access to the site.

Compaction Rate Required C&D Cell	Compaction Achieved	% Payment
1000	1000 & above	100
1000	800-999	75
1000	799 & below	50

### **D. CONTRACT PENALTIES**

1. For each calendar day, or portion thereof, a Compactor or Wide Track Dozer is not in service during the contract period, 100% of the daily rate will be deducted from payment.

**Note: Compaction liquidated damages will also continue to be in force.**

2. Maintenance records for all Minimum Required Equipment will be submitted to SWD with billing throughout the contract period. Services must be maintained according to manufacturer specifications. If any services were not performed on time a \$500 deduction per occurrence will be deducted from the payment.

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### 3.02 COVER

Materials necessary for cover operations are available to the Contractor within the landfill site. The Contractor will receive general direction from the SWD contract administrator on locations from where to take cover material. The Contractor should in no case create an unsafe environment (vertical, over hanging banks, etc.) in the cover extraction area. The contractor must comply with OSHA as well as any other regulatory guidance. Alternative daily cover is allowed as long as it is approved in the Permit and/or approved by ADEC.

#### A. MUNICIPAL SOLID WASTE CELL

**Daily Cover:** The Contractor will be responsible for daily cover of the municipal solid waste. Current ADEC regulations (18 AAC 60.340) stipulate that Class I Municipal Solid Waste Landfills "shall cover solid waste with six inches of earthen material at the end of each operating day, or at more frequent intervals if necessary to control disease vectors, fire, odor, blowing litter, animals, or scavenging."

**Alternative Daily Cover:** The Contractor may choose to employ alternative means of covering the refuse (such as tarps or other ADEC and SWD approved alternative daily cover). Alternative cover is permitted by ADEC on a case by case basis. Improper covering may result in loss of alternative cover authorization and result in the contractor being required to cover the waste with gravel materials daily. **All parts of exposed waste must be covered at the end of each day except on Saturday evenings when 100% of all exposed waste must be compacted and covered with gravel soils and not alternative cover. Costs associated with supplying alternative daily covers will be borne by the Contractor. Alternative cover must overlap and afford no access to waste by vectors such as birds. Violations may result in the SWD removing the contractors option of using alternative cover.**

**Intermediate Cover:** The Contractor will be responsible for applying intermediate cover as required. Current ADEC regulations (18 AAC 60.243) stipulate that, "The owner or operator of a landfill shall apply an intermediate cover to any inactive portion of a landfill within seven days after the waste is last deposited in that area, using a soil material at least 12 inches thick, compacted to no less than six inches and graded to prevent water from ponding and when that area will not be accessed for 30 days or more." Intermediate cover will be applied as part of normal landfill operations.

**Deck Cover:** Additional Cover must be applied to the cell decks as waste is uncovered. The standard is zero visible waste showing. Exposed waste, wire, etc. is the responsibility of the contractor and may result in claims for vehicle or tire damage to customer of Solid Waste vehicles and/or equipment. Failure to cover the deck may result in an adjustment to the deck surface to 6" higher than surveyed to account for 6" of compacted gravel that should be present.

#### B. ASBESTOS DISPOSAL CELL

The Contractor will be responsible for the covering of asbestos containing material placed in a separate asbestos disposal area. All asbestos placed in this cell must be covered with a minimum of 6" of earthen material on the day which it was placed in the cell. Asbestos cover will be leveled but not compacted. Alternative means of cover will not be considered for the

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**\*highlighted sections were modified by addendum one**

asbestos disposal cell. Since asbestos is not received on a daily basis, covering will be accomplished upon notification by the Contract Administrator or their designee on the day of disposal.

### **C. CONSTRUCTION AND DEMOLITION DISPOSAL CELL**

The Contractor will be responsible for covering all exposed C&D materials on a monthly basis. This material will be covered with a minimum of 6" (six inches) of earthen material. The C&D will be covered at least monthly except when high winds are expected in which case landfill staff may direct the contractor to cover the C&D sooner. Waste must be re-covered as it becomes exposed.

### **3.03 TIPPING AREAS**

The Contractor shall provide tipping areas that are safe, convenient, and reliable to provide users all-weather access to the working face. The tipping area is defined as the area in front of the working faces of the MSW, C&D and Asbestos cells on which the solid waste hauling vehicles maneuver to dump their cargo as close to the working face as possible.

The exact size and configuration of the tipping areas shall be sized to safely accommodate traffic with minimal delays in unloading of solid wastes. The contractor shall provide management of the tipping areas by providing direction and limiting access to ensure access is in a controlled and safe manner. Control shall be maintained by use of spotters and signage as needed at the tipping areas. Special consideration on high wind days will be given to direction of truck unloading due to potential for trucks to "tip" in the wind when elevated to offload.

The tipping areas shall be constructed and/or maintained by the Contractor to meet the performance requirements expressed in the following paragraph.

The Contractor shall be solely responsible for the maintenance of all tipping areas. This maintenance responsibility shall include but shall not necessarily be limited to such items as scarification, leveling, placement of aggregate road material, compacting, patching, removing debris and litter, and generally keeping the surface in a condition where user vehicles can safely drive upon. The Contractor shall be required to keep the tipping area free of large ruts, potholes, mud, snow, and ice such that a sound, negotiable surface exists for those vehicles using the tipping area under all weather conditions. It shall be the Contractor's responsibility to spot and control traffic at the working face and within the tipping area. The spotter will ensure that the dumped solid waste materials are not allowed to cover the tipping area such that vehicles are forced to drive on uncompacted and uncovered solid waste. The Contractor shall immediately take the necessary steps to improve, repair, or correct such conditions to the satisfaction of the Landfill Manager.

### **3.03 CONSTRUCTION OF LIFTS**

Lifts shall be constructed in two (2) foot thick compacted layers up to ten feet high total as the cell is built out. Solid waste shall be spread and compacted in layers from the top of the active slope. The width of each day's cell shall be kept as small as practically possible, the maximum allowable size of the working face is 200' wide by 10' tall. In no event shall the width exceed the maximum that can be covered at the end of the workday. As much as possible, the top of the lift shall be graded to avoid surface ponding of rainfall and/or snow melt.

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### **3.04 LITTER CONTROL**

The Contractor shall be responsible for the collection of all litter found within the landfill properties. Litter will be collected daily, unless harsh weather creates unsafe working conditions. Litter will be collected on a year round basis. The Contractor will be responsible for providing trash bags and employees for litter removal. The SWD will make portable bull (litter) fences available to the Contractor. The Contractor shall position these fences in a manner to optimize collection of windblown litter, and reposition them as necessary. Litter control and cleanup is a priority superseded only by safety. The contractor will be required to pick up litter daily.

### **3.05 FIELD LAYOUT/TOPOGRAPHICAL CONTROL/SURVEY**

The Contractor shall control the disposal operation to insure that side slopes, terracing, top slope, and drainage swales are developed in accordance with all SWD approved plans and specifications. The edge of the disposal areas shall be identified by the use of suitable Contractor supplied markers to insure that landfilling does not occur beyond these areas, in particular, the asbestos area. The markers should be made of sturdy material or protected in some manner to prevent destruction by landfill traffic and equipment.

Solid waste disposal beyond the established limits shall not be permitted. Solid waste disposed and associated cover material deposited beyond these limits must be removed and redispersed within the disposal area immediately after discovery at no cost to the SWD.

Each lift of solid waste shall be graded so that when daily cover is placed there is no ponding of water on the fill area. Depressions which do occur shall be backfilled immediately with solid wastes and cover material.

The SWD will employ the services of an Alaska registered professional land surveyor to survey the area where landfilling activities occurred during the previous 6 month (surveys are to be performed the morning before landfill opening on the first day of the biennium regardless of the day of the week). Some dates fall on holidays which are an exception. The MSB contracted surveyor will maintain the as built file for the landfill cells in CAD and report the semiannual survey amount in cubic yards expended as well as the remaining landfill cubic yardage. These files may be shared with the contractor upon request. In no case will the contractor challenge a survey unless they have retained the services of a registered surveyor and the surveyor uses the same benchmarks provided by the SWD and has a baseline established the prior survey through registered surveys.

### **3.06 SEMIANNUAL FILL SURVEY**

The entire surface of the landfill where solid waste was placed during the previous 6 months is to be surveyed to include 25 feet in front of and behind the working face and 25 feet to each side but not to exceed the actual limits of any slope defining the cell itself. The survey will establish the horizontal limits and topography using a ten (10)- foot grid on flat areas and reducing to one (1)-foot grid in rolling or sloped surfaced areas or better.

Each semiannual survey shall result in the production of CAD drawings available in a .dwg file, a PDF of the new profile and a memorandum with the cut and fill measured for that period.

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The contractor will be provided with a copy of these documents semiannually.

The Contractor may choose at their discretion to employ an independent Alaska registered professional land surveyor, approved by the SWD, to check the accuracy of the SWD survey as stated above.

In any case, the following survey standards are required:

- 1) SWD issued survey benchmark provided by SWD surveyor.
- 2) Horizontal: NAD 83, Alaska State Plane Zone 4, U.S. Survey Feet
- 3) Vertical: NAVD 88, Determined by NGS OPUS Geoid 12A.

### 3.07 ACCESS ROADS

The Contractor will be responsible for providing access into new disposal areas or reconfiguring access to disposal areas as directed by the Contract Administrator. Roads may be required to be built on outside slopes of the cell as well. SWD will provide earthen materials for road construction.

### 3.08 ROAD MAINTENANCE

The Contractor will provide equipment sufficient for year-around road maintenance at the landfill. The SWD will be responsible for general maintenance of asphalted areas at the landfill. Damage to asphalt areas caused by the Contractor will be repaired at no cost to the SWD. Road maintenance shall include grading and smoothing of the existing road surface, snow removal and minor drainage and ditching work, necessary to provide safe access and to keep roads and pad in good condition.

All roads, driving areas, and burial areas, must be maintained in a good condition to allow maneuvering of vehicles with minimal effort.

**Snow Removal:** The Contractor shall be responsible for clearing snow and/or ice accumulations and sanding. Contractor is responsible for snow removal from intersection adjacent to the operations building and C&D waste containers to the MSW cells, C&D cells, around leachate lagoons, landfill gas flair, and working faces of the MSW and C&D

Snow closer to facilities is generally removed by SWD employees and pushed into "piles". The contractor will remove "piles" as requested during snow removal operations. Snow removal may be required outside normal operating hours in order to have the facility open on time. Sand is available at the Central Landfill for use in sanding operations.

No more than 2 inches of snow accumulation is allowed on driving surfaces. When practical, snow removal shall be conducted **before operating hours** to provide safe access throughout the site and disposal areas. Snow removal during operating hours may be required when more than a 2-inch accumulation occurs after the site has opened. Snow removal shall be conducted so roads, pads, etc. are clear and accessible at all times and to ensure proper drainage. Snow removal shall not damage landscaping or vegetation.

**Runoff and Erosion Management:** Moving snow from the sides of the road and driving pads with a loader will be necessary during heavy snow periods. Snow stockpiles shall be developed in areas designated by the SWD where snowmelt will not result in ponding or drainage problems and to prevent runoff from draining into waste cells or roadways.

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As directed by SWD the Contractor shall construct any diversion ditches or berms as necessary to prevent surface water runoff from flowing over, into, or through deposited waste, roadways, parking areas, and from accumulating in cells. This may include small ditches along roadways, loose face, C & D cell, stockpile perimeter, and other areas. Ditches, culverts, etc. must be cleared of debris, dirt, ice (includes culvert thawing) etc. to ensure they remain open so water flows freely.

Landfill haul road elevations and ditching along roads must be maintained to ensure proper drainage and to prevent road erosion. Sand/dirt and or gravel will need excavated, deposited, and spread over roadways to ensure proper elevations are maintained.

### **3.09 MAINTENANCE OF LANDFILL AREA**

The Contractor shall be responsible for maintenance of the landfill including all active and inactive areas.

- a) Reburying waste that may have worked its way to the surface including tires;
- b) Grading the haul roads on the landfill and perimeter roads a minimum of once per week and as directed by SWD;
- c) Inspecting the site for leachate seeps and repairing seeps;
- d) Repairing erosion damage to the landfill areas;
- e) Constructing and maintaining all-weather access roads;

### **3.10 SCAVENGING**

Scavenging by the Contractor or customers is not allowed at any time. The Contractor shall enforce this policy.

### **3.11 OPERATING REPORTS AND RECORDS**

The Contractor shall maintain records for SWD of certain operating data. The Contractor shall submit this data to SWD as specified below in digital format

**DAILY:** Each day, the Contractor shall log the following information onto the monthly report (the monthly report shall be organized by day):

- Weather conditions: Date, Time, Temperature and Wind
- Cover Applied (cubic yards for earthen materials): Amount, type (daily, intermediate, final, topsoil, reclaimed, etc.) and origin of cover used
- Number of employees, names and job titles of all on-site personnel
- Work completed: Regular daily work, additional work with number of hours, list of repairs accomplished, stockpiles and location etc.
- Unusual activity (i.e. fire, accident, receipt of prohibited waste)

**MONTHLY:** The monthly report shall be submitted to the SWD at the monthly meeting with a minimum of the following information, summarized in tabular form by category including cubic yards of material used each day during the month, broken out into:

1. intermediate cover (by origin) total;
2. Material used for ramps/pads and temporary road construction total.
3. Location and description of repairs (including maps with distances) made on completed areas during the month (such as seep repairs, erosion repairs,

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etc.).

4. Site report including information on safety, personnel, operating equipment, seeps, erosion, mechanical and electrical problems, repairs.
5. Weekly Safety meeting minutes for the month.
6. Updated personnel list.
7. Unusual activity.
8. Resolution to any problems encountered during the month.
9. Survey map.

### **3.12 OPERATIONS MEETING**

On a monthly basis the Contractor shall send representatives, including the Site Supervisor to the site for an Operations Meeting with SWD to be held no later than the second week of the month. The purpose of the meeting shall be to discuss and resolve any problems encountered during the operations of the landfill and also to inspect the landfill to insure that the Contractor is meeting the requirements of the Contract.

**DETAILED BID TABULATION: 23-049B**

**Annual Operation and Compaction at Central Landfill**

				BIDDERS						
				Western Construction & Equipment		Central Recycling		Alaska Construction & Paving		Raven Valley Ranch
Item Number	Pay Item Description	Pay Unit	Estimated Quantity	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	Non-responsive
1	Municipal Solid Waste Cell - Day rate to manage and compact waste, mine cover, spread cover, maintain roads into and out of cell, install new roads into and out of cell as required.	DAY	335	\$ 7,950.00	\$ 2,663,250.00	\$ 8,990.00	\$ 3,011,650.00	\$ 12,779.00	\$ 4,280,965.00	
2	Hourly Rate - The rate for a piece of equipment with operator to include any contract dozer, loader, water truck or excavator.	HOUR	400	\$ 180.00	\$ 72,000.00	\$ 300.00	\$ 120,000.00	\$ 350.00	\$ 140,000.00	

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