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CONTRACT RELEASE: O-80

DATE: OCTOBER 1, 2022

PRODUCT/SERVICE: OPERATION AND MAINTENANCE (O & M) OF CLOSED SANITARY LANDFILLS FOR THE MINNESOTA POLLUTION CONTROL AGENCY (MPCA)

CONTRACT PERIOD: OCTOBER 1, 2020 THROUGH JUNE 30, 2024

EXTENSION OPTIONS: UP TO 15 MONTHS

ACQUISITION MANAGEMENT SPECIALIST /BUYER (AMS): GLEN CARPENTER

PHONE: 651.201.2435 **E-MAIL:** glen.carpenter@state.mn.us **WEB SITE:** www.mmd.admin.state.mn.us

CONTRACTS

CONTRACT VENDOR	CONTRACT NO.	TERMS
AECOM Technical Services, Inc.	183554	NET 30
GHD Services, Inc.	183559	NET 30
<i>The following vendor is certified as an eligible Targeted Group, Economically Disadvantaged or Veteran-Owned business:</i>		
Willow Brook Engineering	183557	NET 30

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members
- Limited to the following entities only: Minnesota Pollution Control Agency

STATE AGENCY CONTRACT USE. This Contract must be used by the MPCA unless a specific exception is granted in writing by the AMS listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SERVICES.

SERVICE CERTIFICATION FORM REQUIREMENTS.

Pursuant to Minn. Stat. § 16C.09, agencies must complete a "Service Contract Certification Form" prior to issuing an order for services offered from this Contract.

SERVICE ORDERING INSTRUCTIONS.

PROFESSIONAL/TECHNICAL (P/T) SERVICES. Professional Services must be related to the purchase of equipment (or software, whichever applies to the Contract you are doing) from this Contract and are limited to __ (Put in appropriate upper dollar amount) per project. For projects exceeding \$5000, agencies must complete a Professional/Technical two signature work order document, enter a Master Work Order (MWK doc type) in the SWIFT Contract Entry module, process a Work Order Certification Form, and create a SWIFT Purchase Order against the MWK Contract for the complete order: equipment and P/T Services. The T-Number for the Work Order Contract is the vendor's OSP Contract Number listed in OSP's Contract Release document. Once these steps have been completed, only the completed Professional/Technical two signature work order document, with both the OSP Contract Number and the Master Work Order Contract Number on it, should be sent to the vendor. Agencies cannot use a Purchase Order to procure these services, unless the total cost of the project is \$5000 or less.

Professional services performed by these contracts include, but are not limited to, calibrating gas monitoring equipment, analyzing data, preparing technical reports, environmental sampling, and security monitoring.

SPECIAL TERMS AND CONDITIONS

SCOPE. Provide labor, technician, and project manager services, as requested by the MPCA, to complete work for the operation and maintenance of closed sanitary landfills maintained by the MPCA's Closed Landfill Program (CLP).

PRICES. Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

Contract prices take into consideration all inherent costs of providing the requested goods and/or services. The Contractor agrees to pay any and all fees, including: government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the contract, unless otherwise provided for by law or expressly allowed by the terms of this contract.

VERIFYING THE CONTRACT PRICES.

The following information explains the method(s) for calculating and/or confirming the contract prices.

_____ The Contract(s) includes HOURLY, DAILY, AND MONTHLY RATES. Confirm that the correct rate has been utilized by the Contract Vendor and that the number of hours are properly calculated/subtotaled. Review the number of hours quoted against the scope of your project.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

FREIGHT.

Contractor pays all freight and adds freight charges to quote/invoice as a separate line item. Freight must be quoted/invoiced as a direct pass through cost. No markup is allowed on freight. Freight charges invoiced may not exceed the quoted price. Upon request by the ordering entity, the Contractor must furnish third party freight quote and/or invoice.

PERMITS.

Permits required by local authorities shall be secured and paid for by the Contractor. The Contractor will be reimbursed for the actual cost of such permits if the cost is itemized and evidence of the permit and its cost is attached to the invoice to the ordering entity.

DEFINITIONS. For the purposes of these contracts, the following definitions apply:

Active Remediation. A mitigation system that requires the input of energy to affect treatment of contaminants or to remove contaminants, such as groundwater pump-out or landfill gas collection and flaring. These sites require regular visits by a technician to monitor the operation of the system.

Contractor's Office. Contractor's location at which equipment and staff are located and from which Contractor leaves for site work. The location from which mileage charges commence.

Construction Work. Any construction of improvements on real property by or for a public agency. Beyond constructing a new structure, Construction Work may take the form of building construction, alteration improvements, or repairs to an existing structure or earthwork.

Daily. Monday through Friday.

Daily Rate. The rental rate for equipment for one 24-hour day.

EQuIS. Environmental Quality Information System is the MPCA Closed Landfill Program repository of all gas, groundwater, and well construction data for each landfill. The Contractor is required to use a specific format, as directed by the MPCA Authorized Representative, for collected data to be submitted to the site team for electronic uploading to the System.

Field Notebook. A written or electronic document that contains all field notes for a specific site.

Hourly Rate. For equipment rental, the rental rate for equipment for one hour or less. For personnel work, the rate for one hour of work. The State will pay quarter hour increments for personnel work.

Landfill Cleanup Agreement. A negotiated binding legal document between the Minnesota Pollution Control Agency and the parties formerly responsible for the landfill site.

MPCA Authorized Representative. An MPCA staff person who is authorized to approve Work Plans and invoices. The MPCA will issue a letter confirming the MPCA Authorized Representative prior to work being conducted under the Contract.

MPCA Contract Manager. The MPCA staff person identified as the MPCA contact responsible for management of this Contract.

MPCA Purchasing Manual. The MPCA Contractor and Subcontracting Purchasing Manual, dated February 2018 or most current revision level, is a document with instructions to certain State of Minnesota Contractors for using State contracts and for subcontracting goods and regular services for the MPCA. The Terms and Conditions of the MPCA Contractor and Subcontracting Purchasing Manual are incorporated into this Contract and must be followed by the Contractor. The link to the most current revision level of the Purchasing Manual is <https://www.pca.state.mn.us/business-with-us/contractor-and-subcontractor-guidance>.

MPCA Site Team. The MPCA staff assigned to a specific landfill, consisting of a MPCA Project Manager, hydrogeologist, engineer, land manager, and field representative. The MPCA's Site Team shall be identified in writing by the MPCA before the Contractor begins work at any given site and may be changed by written notice to the Contractor.

MPCA Project Manager. Person assigned to a specific project who has overall project and fiscal responsibility and is the first point of contact for project related questions.

Overhead/Profit. Includes, but is not limited to, the following expenses: toll free telephone number, cellular telephones, equipment, supplies, disposables, safety equipment, tool boxes, computer, global position system locator, camera,

disposable gloves, Level D protection, first aid kit, preparation of invoices, usage reports, support staff, applicable State, city or local taxes, permits, fees, insurance costs, and all other indirect costs that represent the expenses of doing business that are not readily identified with a particular activity but are necessary for the general operating of the company and profit.

Passive Remediation. A mitigation system that uses natural forces to contain or clean up contaminants, does not require energy input, and operates without routine attention. Sites containing one of these systems may contain gas vents, gas probes, and groundwater monitoring wells.

Purchase Order. An ordering document approved by the MPCA Contract Manager and MPCA Authorized Representative issued to the Contractor to initiate an order.

State Contractor. A contractor on an existing State of Minnesota contract that the Contractor may utilize for work under this Contract upon written approval by the MPCA Contract Manager. Existing State of Minnesota contracts through which a State Contractor may be utilized include, but are not limited to, H69(5) Hazardous Waste Management and S-792(5) Sampling and Laboratory Analysis Services.

Structure. Building, fence, gas well, monitoring well, gas probe, gas vent, or any part of a treatment or monitoring system.

Visitor. Person authorized by the State to be on the site.

Work Plan. A document that is prepared by the MPCA, the Contractor, or both, that sets forth the tasks that the Contractor proposes to perform at the site based on the Contract specifications. This also includes a cost proposal or budget based on the pricing established in the Contract. A Work Plan must be signed by the Contractor.

CONSTRUCTION WORK LIMITATIONS AND PROHIBITIONS.

The Contractor must not perform Construction Work equal to or over \$2,500.00 which would trigger the applicability of prevailing wage laws, see Minn. Stat. §§ 177.41-177.44 and corresponding Minnesota Rules, parts 5200.1000-5200.1120. Visit the Department of Labor and Industry prevailing wage website at <http://www.dli.mn.gov/business/employment-practices/prevailing-wage-information> or contact them at 651-284-5091 or dli.prevwage@state.mn.us with questions about prevailing wage laws and applicability.

Construction Work equal to or over \$2,500.00 may be performed by either a State Contractor or Subcontractor as provided in "Subcontracting and Subcontractor Payment, including State Contractors" instructions listed below.

EQUIPMENT AND SUPPLIES.

The Contractor must provide all equipment and supplies to complete the duties outlined by the contract. The equipment and supplies shall be well maintained and in good working order. The Contractor must own the equipment and supplies listed below and must be located within the State of Minnesota or within 30 miles of the Minnesota border.

The State reserves the right to inspect the Contractor's equipment and facilities at any time, upon reasonable notice, during the life of the Contract. If the Contractor's facilities or equipment do not meet the State's requirements, the Contract may be cancelled.

Examples of items that the State considers to be equipment, supplies, disposables and safety equipment that are already part of a Contractor's overhead and will not be reimbursed separately from the prices on the Price Schedule are: (this is not an all-inclusive list):

- vehicle
- ATV, UTV, snowmobile
- snow blower, snow shovels
- trailer
- weed whipper
- fuel
- hand and small electric/battery tools
- tri-pod for confined space entry
- meterswater filtration equipment

- groundwater sampling equipment (pumps, level indicators, etc.)
- batteries, grease, disposable gloves, field books
- ice
- Trisodium phosphate, deionized water
- Smart phone, computer/laptop
- disposable gloves
- hard hat
- eye wash
- first aid kit
- Tyvek clothing and boot covers
- rubber- and steel-toed boots
- earplugs
- safety glasses
- hand held global positioning system locator
- electric generator
- office and small field equipment and supplies
-

Examples of items that will be paid for and owned by the MPCA, which may be used by Contractors at a closed landfill site, include:

- Landfill gas analyzer, calibration kit and calibration gas

When State-owned equipment is lost, damaged, or stolen, the Contractor must verbally report such equipment within 24 hours to the MPCA Contract Manager and, within 72 hours, must submit to the MPCA's Contract Manager the MPCA's Stolen, Lost, Damaged or Recovered Property Report form regarding such equipment.

EQUIPMENT PURCHASE PRICE LIMIT.

Any equipment or supplies purchased for contract activities that are not included on the Price Schedule, Exhibit D, shall be billed at the Contractor's actual cost of the purchase price and purchased as required in MPCA Contractor and Subcontracting Purchasing Manual (Purchasing Manual). The Contractor must first check to see if there is a State Contract available for the equipment or supplies. If so, the Contractor must use the State Contract. Refer to Section 1 of Purchasing Manual for a complete listing of related State Contracts. If there are no State Contracts available, the Contractor shall use the procedures and attached forms described in Section 2 of the Purchasing Manual.

Any rental fees on equipment shall be billed at the actual cost of the rental of the equipment. Receipts for these purchases or rental shall be submitted with the Contractor's invoice. The Contractor and the State will negotiate a Daily Rate for purchased items not on the fee schedule. These minor additions for project specific activities can be negotiated without a formal Contract amendment, however, must be approved in advance and documented in the Work Plan.

MPCA will pay for capital and maintenance costs (parts and labor) for the equipment it owns. MPCA-owned equipment may be stored at the landfills, at Contractor's office, or at a mutually agreed-upon site.

Equipment used for multiple days will be billed at a Daily Rate. The State will pay the Daily Rate for a project only up to the purchase price of the piece of equipment and thereafter use of the equipment will be at no cost for the duration of the project. The Contractor warrants that title to all goods, materials and equipment covered by an invoice will pass to the State upon receipt of payment by the Contractor, free and clear of liens, claims, security interests or encumbrances and that no interest or encumbrance shall be retained by the seller for those goods, materials or equipment. Contractor and the State will negotiate disposition of equipment neither of the parties wishes to retain.

SUBCONTRACTING AND SUBCONTRACT PAYMENT, INCLUDING STATE CONTRACTORS.

Subcontracting and Use of State Contractors Allowed.

A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. The State will allow subcontracting by the Contractor for certain services called for in the solicitation. See below for subcontracting not allowed. Only subcontractors that have been approved by the State can be used for this Contract.

Subcontracting for goods and regular services or use of other State Contractors will be subject to requirements of the MPCA Contractor and Subcontracting Purchasing Manual, herein incorporated by reference <https://www.pca.state.mn.us/business-with-us/contractor-and-subcontractor-guidance>. The Contractor is responsible for ensuring that the Subcontractor complies with all provisions of the MPCA Contractor and Subcontracting Purchasing Manual.

All solicitation documentation for subcontractors must be recorded and retained in accordance with Paragraph 19 of the MPCA Contractor and Subcontracting Purchasing Manual. All work subcontracted will be paid at the actual cost submitted on the State Contractor or Subcontractor's invoices. Markup is not be allowed on State Contractor or Subcontractor invoices.

During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Contract Administrator, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

Certain Subcontracting Prohibited.

Using a subcontractor to fulfill the tasks listed below is not allowed:

- Site Security.
- Site Inspections.
- Water Level Monitoring and Measurement.
- Groundwater Remediation System Operation and Maintenance, excluding work required within a groundwater well.
- Gas System Monitoring, Maintenance and Measurements.
- Gas Extraction System Operation and Maintenance.
- Management and Maintenance of Condensate and/or Leachate, excluding hauling of leachate or condensate by a state contractor to a POTW.
- Responding to Call-Outs from Auto dialer System.
- Operation of Telemetry Systems.
- Responding to Gopher State One Calls.
- Maintenance of field notebook.
- Reporting and submittals.

Construction Work Permitted.

Subcontractors and State Contractors may perform Construction Work in compliance with all applicable state and federal laws, rules, and policies. Construction Work performed by subcontractors must not exceed \$25,000 per project including all Change Orders. State Contractors may perform Construction Work complying with the terms, conditions, specifications, and instructions of their State of Minnesota master contract and associated contract release.

Subcontractor Payment.

Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245. When the Contractor hires a State Contractor, the Contractor is required to pay the State Contractor within 30 days after receipt of an undisputed invoice from the State Contractor. The Contractor is responsible to assure the State Contractor's invoice and services were in compliance with the MPCA Work Plan, Purchase Order, State Contract scope of services, Fee Schedules, and MPCA Contractor and Subcontracting Purchasing Manual. State Contractor payment shall not exceed the amount quoted by the State Contractor during the initial procurement process unless the MPCA Project Manager is notified prior to the work being completed and authorizes a change in price and/or work scope. The Contractor shall also assure the services were provided. The Contractor has the option to submit invoices twice a month to expedite payment of State Contractor or Subcontractor invoices.

UNIFORMS.

Contractors and their subcontractors shall be properly uniformed prior to entering any facility. The Contractor's or their subcontractor's company name must be identifiable on the uniform.

RIGHT TO INSPECT AND REQUIRE WORK.

Any work performed that is not in conformance with the specifications of the Contract, or the legal requirements governing the work, shall be subject to rejection. All rejected work shall be immediately replaced or modified at the Contractor's expense so as to conform to the Contract. If the State determines that the work being performed by the Contractor is not in strict conformance with the Contract, the State shall have the right to order the work of the Contractor wholly or partially stopped, or suspended until any nonconforming work has been corrected. Such stoppage or suspension shall not invalidate or modify any terms of the Contract and no extra compensation or reimbursement will be allowed to the Contractor by reason of such stoppage or suspension.

DELAYS.

The Contractor shall notify the ordering entity immediately of any prospective delays in the completion of the projects. Such notice shall be given in writing as soon as the contractor recognizes the prospect of delay. The ordering entity must approve all such requests.

HEALTH AND SAFETY/HAZARD DISCLOSURE.

The Contractor shall ensure that its personnel assigned under this Contract, and all Subcontractors hired, have received the appropriate level of health and safety training as specified by all applicable State and federal laws, rules, and regulations. The Contractor is solely responsible for the protection of property and the health and safety of its employees and subcontractors concerning matters related to the nature of the work and the potential for encountering hazards or hazardous substances in air, water, soil, waste materials, leachate, and/or condensate during the work. Observation of the work and Contractor's performance by MPCA is not intended to include review of the adequacy of the Contractor's health and safety procedures and programs on or near the site.

The Contractor must immediately notify an MPCA Site Team member if a worker or visitor is injured on-site. The State will disclose to the Contractor any hazardous conditions it knows or suspects may exist on the site that may affect the safety of the Contractor or subcontractors during performance of the work.

REMOVED ITEMS AND CLEAN-UP.

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Upon completion of the work, the Contractor shall remove and legally dispose of waste materials, rubbish, the Contractor's tools, equipment, machinery, and surplus materials from and about the project premises and surrounding area Daily. The cost of cleanup performed by the ordering entity as a result of the Contractor's failure to provide the cleanup required by this solicitation shall be deducted at the actual cost to the State from the Contract sum.

When removal and disposal of non-hazardous debris is performed on a job site, receipt for disposal and manifest documentation must be included with the final invoice.

MEETINGS.

The State will pay for meeting time, based on the Hourly Rates of the attendees and the mileage, if applicable, only for project specific meetings pursuant to a Work Plan. All Contractors shall meet with the MPCA staff on an annual basis, or more frequently if needed, to conduct performance reviews. The meetings will discuss the Contractor's performance and the Contractor will not be compensated for the meeting. These meetings will be held at the MPCA's Central Office in St. Paul, MN.

The State may periodically offer training opportunities to Contractor's staff. Attendance at the training may or may not be optional and compensation will be at the State's discretion.

TRAVEL.

Only expenses detailed on the Price Schedule or per the State of Minnesota Commissioner's Plan will be allowed under the Contract. Any agreed upon charges for travel mileage rates, lodging, and meal expenses are per the current State of Minnesota Commissioner's Plan, posted to the Office of State Procurement (OSP) website:

<http://www.mmd.admin.state.mn.us/commissionersplan.htm>. All expenses must be preapproved in a Work Plan and documented.

Meals. To qualify for the breakfast costs, the Contractor must leave the office before 6:00 a.m. To qualify for dinner costs, the Contractor must arrive at the office after 7:00 p.m. Lunch reimbursements may be claimed if the Contractor is in travel status more than 35 miles away from his/her normal office or is away from home overnight.

The State is to be billed at the actual cost or the maximum reimbursement amount, whichever is less. The State may require receipts for any meal reimbursement requested by the Contractor under the provisions of the Contract.

Mileage and Lodging. The State will pay daily mileage to and from the work sites across the state from the Contractor's closest dispatch center/service location. In addition to paying mileage to and from work sites, the State will also pay mileage to pick up materials. The State reserves the right to use Google Maps™ to determine mileage.

Alternative to mileage costs, the State will pay for lodging costs at hotel and motel accommodations that are reasonable and consistent with the lodging facilities available in the area of the project. Any mileage or lodging costs exceeding the Work Plan amount agreed upon must be approved in writing by the MPCA before being charged.

COMMUNICATION WITH SITE TEAM.

The Contractor shall communicate as needed with the Site Team regarding the status of the assigned sites. Communication shall be from the Contractor's staff most directly involved. For example, the site technician should contact the MPCA staff engineer for issues relating to a gas flare, and the Contractor's Project Manager should contact the MPCA's Project Manager directly regarding budget issues.

The Contractor shall communicate with the MPCA Site Team and provide documentation concerning system operations, trespassing, and unusual conditions. Clear, consistent communication is of high importance. The Contractor is required to have cell phones, fax machines, and e-mail sufficient to send and receive file sizes up to 5 MB.

REPORTING.

Field Notes

Invoices must be accompanied by copies of field notes for the invoicing period. A summary of the issues identified and corrective actions taken must also be attached, as well as anticipated actions beyond the normal maintenance tasks to be performed during the following invoice period.

Quarterly Progress Reports

Quarterly Progress Reports shall be submitted electronically in a text-searchable, portable document format (pdf) by the 20th of each month following the calendar quarter. The Quarterly Progress Report must include a narrative summarizing the work performed during the quarter. Copies of Daily inspection forms and remediation equipment data logs (flares, pumpout systems, etc.) shall be included. Monitoring data collected for gas extraction wells, passive vents, gas probes, pumpout wells, condensate tanks, treatment systems, etc. will be provided in spreadsheet format. A GIS-generated map depicting summary information of data collected during the quarter is optional. The Contractor is required to include in the progress report any knowledge of theft and/or vandalism at the landfills.

WORK PLANS.

Contractors will be required to submit written Work Plans, in a form provided by the MPCA. Work Plans must set forth the tasks that the Contractor proposes to perform and must include a cost proposal and time schedule. When a Work Plan is requested, it shall be submitted to the MPCA Project Manager for review and approval within the time period prescribed by the MPCA. The Work Plan will be signed by the Contractor Representative and will be attached to the Purchase Order. The State and the Contractor may negotiate changes to the Work Plan prior to issuing the Purchase Order. Preparation of a Work Plan is not a reimbursable item under this Contract.

Daily activities identified in the Operation and Maintenance Manuals and/or Operation, Maintenance and Monitoring Schedules shall be performed Monday through Friday (five days/week) and within the times 7:00 a.m. to 7:00 p.m. Weekends and State of Minnesota designated holidays are excluded from the daily activities, unless specifically requested by the MPCA Project Manager.

CHANGE ORDERS.

The Contractor can only proceed with work beyond the work authorized by a purchase order if the MPCA has approved the change and a Change Order is issued. The MPCA may require, or the Contractor may make, a written request (describing the nature of the proposed change) for certain changes in the scope of work described in the initial Work Plan and purchase order. A revised Work Plan must be submitted to the MPCA for approval prior to the change in work scope being performed. If the MPCA agrees to the changes and the costs for the changes, a Change Order will be issued. Change Orders will only be considered if they are based on materially different work conditions that could not have been expected from available information at the time the original purchase order was issued. Verbal authorizations for a Change Order must be followed up with a written Change Order as soon as possible. A Change Order can consist of an email sent to the Contractor's Authorized Representative approving the revised Work Plan.

PERSONNEL CHANGES.

The Contractor must provide the MPCA Contract Manager written notice of all key personnel to be used for work under the Contract. This written notice shall be in a matrix format that shows staff name and classification. The first personnel matrix must be submitted prior to any work beginning under the Contract. The Contractor must provide an updated Contract personnel matrix to the MPCA Contract Manager annually, or upon request.

Voluntary Personnel Changes

The Contractor must provide two weeks advance written notice to the MPCA Contract Manager of any changes in the Contractor's key personnel, whether permanent or temporary. The written notice must include the individual's name and resume of any proposed personnel to be added as approved personnel for work under the Contract as well as the names of individuals to remove from the approved list of key personnel. If the MPCA Contract Manager does not approve of the proposed personnel change(s), they will respond to the Contractor in writing within two weeks.

If the personnel change is temporary and will not last for more than ten (10) consecutive workdays excluding normal vacation leave, then the two weeks advance written notice is not required. Instead, the Contractor may notify the MPCA Contract Manager in writing of the temporary personnel change within a reasonable amount of time of determining the temporary change is necessary. The MPCA Contract Manager reserves the right to reject the temporary change or request an alternative individual be proposed as the temporary replacement.

Involuntary Personnel Changes

Any personnel of the Contractor who, in the opinion of the State's Authorized Representative, MPCA Contract Manager, or MPCA Project Manager, is unacceptable, shall be removed from the project upon written notice to the Contractor from the MPCA Contract Manager. The Contractor will provide resumes to the MPCA Contract Manager of staff the Contractor wishes to replace on the Contract. The MPCA's Contract Manager must approve all Contractor staff replacements before new staff begin work under the Contract.

CONTRACTOR PURCHASES.

Any purchases made by the Contractor or their subcontractors which exceed \$500 require written approval by the MPCA Authorized Representative or MPCA Contract Manager prior to the purchase being made. Purchases made without receiving prior written approval will not be reimbursed.

COMMUNITY RELATIONS.

The Contractor shall defer all interviews and requests for information from the media, private citizens or public officials to the Project Manager unless the Project Manager specifically requests the Contractor to handle such requests. When requested, the Contractor shall participate in public informational meetings and develop presentation materials.

PRICE SCHEDULE ADDITIONS.

The State reserves the right to add to the Contract specific equipment or products to be utilized under the Contract for purposes of preparedness, cost containment and necessary product design. In the event it is necessary to add specific equipment or products to the Contract, the State will request a price from the Contractor, and if the price is approved an amendment will be processed adding the additional equipment or products to the Contract. In the event that existing equipment or products are removed from the Contract, the contract will be decreased accordingly by an amendment.

INVOICING.

The Contractor shall submit invoices to the State monthly for work completed during the prior month, unless no costs, or minimal costs are incurred during the billing period. The invoices shall be submitted in the format acceptable to the State.

The Contractor shall submit invoices for completed work activities specified on the Purchase Order on a monthly basis to the MPCA, Attention: Operational Support Division, 520 Lafayette Road, St. Paul, Minnesota 55155, or electronically at mpca.ap@state.mn.us. Separate invoicing per landfill is preferred, else time and material charges are to be broken out on the invoice by landfill. Each invoice should at a minimum include:

- a. Contractor name
- b. SWIFT Master Contract ID number
- c. State Purchase Order number
- d. Invoice number
- e. Invoice date
- f. Landfill name
- g. MPCA Project Manager
- h. Invoicing period (actual working period)
- i. Itemized list of all work performed and a brief update of tasks completed.
- j. An overall summary of hours charged per staffing classification
- k. Itemized charges for all labor, supplies, equipment, mileage, and subcontractors by task
- l. Itemized expenses, with receipts, for meals, lodging, parking, etc. per person per day (State to provide form)
- m. Receipts for supplies and equipment
- n. Subcontractor and State Contractor invoices, if applicable
- o. Budget summary report summarizing State approved budget amounts by task and total billed to date for each task (State to provide form)
- p. Time and material breakdown of invoice on a per landfill basis, if applicable
- q. Field notes for invoicing period (see Item 48(a) below)
- r. Staff travel logs and/or timesheets, if requested

The end of the State fiscal year is June 30th. Invoices must be received by August 10th of each year for work done up to and prior to June 30th of that year. Charges incurred for two fiscal years (before and after July 1) shall not be on the same invoice. The State closes its fiscal year accounts at the end of August.

USAGE REPORTS.

Contractor is required to furnish Contract usage data (usage reports) to the Contract Administrator at the following email address: osp.usagereports@state.mn.us. Usage reports are due once annually on September 1 for the previous fiscal year, and are a non-billable task. A final usage report is required at the expiration or termination the Contract. Failure to provide usage reports may result in contract cancellation. This term survives the expiration or termination of the Contract.

The Usage Report is to include the following information:

- Customer name
- Project name (i.e. landfill or site)
- Purchase order number
- Total dollars received by Purchase Order and per landfill
- Subcontractors' names and dollars received (by Purchase Order and per landfill)
- Identify if the subcontractor is a TG/ED/VO vendor
- Total dollars received during reporting period
- For the report ending June 30; 1) the total amount received for the entire fiscal year (July 1 – June 30); 2) yearly totals for each Purchase Order and each subcontractor per Purchase Order
- Environmental Products and Services Report; list products your company is using or steps it is taking that are environmentally responsible (example; identify if the company uses an E-85 vehicle and E-85 fuel or products made of recycled material)
- State contractor's names and dollars received (by Purchase Order and per landfill)

The State will provide form(s) to submit the above information as required during Contract term.

WARRANTY.

The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

All installation materials and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.

SPECIFICATIONS, DUTIES, AND SCOPE OF WORK.

The Contractor must provide all the O&M Passive Remediation Tasks listed below as directed:

1. General Maintenance and Minor Repair

- The Contractor shall furnish or arrange for all labor, equipment and materials necessary for general maintenance and minor repairs.
- General Maintenance shall include but is not limited to: gate and fence maintenance, snow removal, cleaning buildings and disposal of debris.
- Minor Repair shall include but is not limited to: minor gate and fence repair and minor equipment repair. Any repair tasks that equal or exceed \$2,500.00 per project must be completed by a State Contractor or be subcontracted per MPCA Contractor and Subcontracting Purchasing Manual.

2. Seeding - Turf Maintenance - Weed Control

- Furnish or arrange for all labor, equipment and materials necessary to provide seeding, mulching, noxious weed control, fertilizing and watering activities.
- Repair areas of cover vegetation that are poorly established, stressed or damaged. The size of the area to be restored and method of restoration shall be mutually agreed upon between the Contractor and the MPCA Site Team prior to issuing a Purchase Order.
- Provide noxious weed control at each site when directed by the MPCA Project Manager. Use only specified chemicals and spraying methods as directed by the MPCA. Certain chemicals may have to be applied by a licensed applicator, as required by State and federal rules and regulations.
- Furnish or arrange for all labor, equipment and materials necessary to conduct prairie and/or pollinator habitat restoration and/or management.
- Implement plans for the management of prairie and/or pollinator vegetation and conduct prairie and/or pollinator habitat restoration and/or management.
- Furnish or arrange for ecological evaluations and recommendations.

3. Site Security

- Maintain the security by securing all locks when leaving the site and performing minor fence and gate repairs as needed.

- Notify the MPCA Site Team as soon as possible or the next business day whenever a breach of security has been discovered.

4. **Site Inspections**

- Site inspections to determine overall site conditions may be conducted by the Contractor on a monthly basis or when significant changes in site conditions warrant an inspection of the change in conditions. The inspections shall be documented on the O&M Inspection Form found in Exhibit F or in a similar format approved by the MPCA Site Team. Separate trips to a landfill for the sole purpose of conducting site inspections shall be avoided unless approved in advance by the MPCA Project Manager.

5. **Wildlife Management**

- Furnish or arrange for the management of wildlife, including vermin control, by licensed or permitted personnel in accordance with State and local rules and regulations.

6. **Access Road Maintenance**

- Access road maintenance shall include but is not limited to: snow removal, culvert cleaning, and brush removal as directed by the MPCA Site Team.
- The Contractor shall use a State Contractor or Subcontractor per MPCA Contractor and Subcontracting Purchasing Manual for all labor, equipment and materials necessary to maintain access roads which includes but is not limited to: filling, grading, and the addition of aggregate or other materials as directed by the MPCA Site Team. See Exhibit A, term #9 Construction Work Limitations and Prohibitions.

7. **Fence Installation/Removal**

- The Contractor shall use a State Contractor or Subcontractor per MPCA Contractor and Subcontracting Purchasing Manual for all labor, equipment and materials necessary to install, perform major repair to, and remove fences.

8. **Erosion Repair**

- The Contractor shall use a State Contractor or Subcontractor per MPCA Contractor and Subcontracting Purchasing Manual for all labor, equipment and materials necessary to repair erosion which includes but is not limited to: repair of washouts on landfill property, repair of surface water control structures, removal of sediment build-up and the repair of various surface water control structures such as diversion berms, drainage ditches, etc.

9. **Culvert Installation and Repair**

- The Contractor shall use a State Contractor or Subcontractor per MPCA Contractor and Subcontracting Purchasing Manual for all labor, equipment and materials necessary to install, remove, and make major repairs to culverts.

O&M Active Remediation Tasks

The Contractor must provide all the O&M Active Remediation Tasks listed below:

1. **General**

- The Contractor must become familiar with and use the MPCA Site Specific Technical Documents. These are prepared for each of the operating systems at each assigned Landfill. Copies of the documents will

be available after site assignments are made to the chosen Contractors. The MPCA expects the Contractor to provide service with minimal oversight and direction from the MPCA staff during performance of the O&M activities.

- The Contractor shall be solely responsible for the actions of its employees or its subcontractors, and for correcting any damage to the environment that may occur due to spills at the site or off site during the course of site operations by its employees or its subcontractors. The Contractor shall immediately notify the State Duty Officer (1-800-422-0798) of any spills. The Contractor shall notify the MPCA's Project Manager as soon as possible, however, no later than within 24 hours of the incident or the next business day. The emergency must be documented in writing.
- The Contractor shall immediately notify the MPCA Site Team of any state-owned equipment the Contractor believes needs replacement.

2. **Health and Safety Program**

- The Contractor shall have its own Health and Safety Program specifically for performance of the work. The Contractor's Health and Safety Program shall meet the regulatory requirements set forth by the Occupational Safety and Health Administration (OSHA), specifically, but not limited to those set forth in the Code of Federal Regulations (CFR) at 29 CFR Parts 1910 and 1926, in particular 1910.120 (Hazardous Waste Operations and Emergency Response), as well as all applicable federal and State rules and regulations. For information on State and federal rules and regulations governing work site health and safety, contact the Minnesota Department of Labor and Industry, Occupational Safety and Health Consultation Division (651284-5050).
- Health and safety shall be of paramount importance and shall take precedence over cost and schedule considerations.
- The Contractor shall be responsible for coordinating any exchange of Safety Data Sheets (SDSs) or other hazard communication information required to be made available to or exchanged between employees, subcontractors, and State Contractors, if applicable, at the site in accordance with State and federal laws and regulations. All site workers shall have access to all SDSs and other hazard communication information.

3. **Health and Safety Plan (HASP)**

- After the award of the Contract, but before any on-site work is conducted, the Contractor shall have a sitespecific HASP that complies with all applicable State and federal rules and regulations. The MPCA staff will comply with the provisions of the Contractor's Site HASP when on site. The Contractor's Site HASP may not place more stringent requirements on MPCA staff than on Contractor's employees. It shall be the Contractor's sole responsibility to perform all work in accordance with all laws and regulations, Contract documents, and its Site HASP.
- Site Safety Conditions: The Contractor shall have authority to restrict from the work area anyone not complying with the Contractor's Site HASP. Any person so restricted from the work area shall be allowed to return to the area after meeting all provisions of the Contractor's Site HASP provided that other restrictions (e.g, employer, medical) do not prohibit them from entering the work area.
- The Contractor shall hold regular safety meetings that shall be given by the Contractor's Safety Officer. The Contractor's personnel, subcontractors and State contractors, if applicable, involved in the work during the upcoming period shall also attend these meetings. MPCA staff may attend when appropriate. The topic of the meetings shall specifically involve safety, and attendees shall at a minimum discuss potential hazards and the relevant health and safety requirements related to the work.

- The Contractor will not be required to supply personal protective equipment or monitoring equipment for any persons other than Contractor's employees. However, the Contractor shall make available its decontamination facilities to those persons who reasonably require access to the work site, including MPCA and other regulatory authorities. The Contractor shall be solely responsible for assuring compliance with the Contractor's Site HASP by all persons involved with the Contractor's work. However, the Contractor shall not unreasonably restrict MPCA access to the site. If the MPCA requests the right to observe work and MPCA staff is denied access because of noncompliance with the Contractor's HASP, the Contractor shall not proceed with the work until the MPCA may observe the work.
- The Contractor must notify the State Project Manager in regards to non-performance of health and safety conditions.

4. **Wetland Management**

- The Contractor shall furnish or arrange to maintain the integrity of constructed wetlands, if necessary, by:
 - a. controlling and/or mitigating sedimentation
 - b. managing vegetation
 - c. measuring and adjusting flow rates into cell(s)
 - d. cleaning piping
 - e. insulating berms in winter
 - f. measuring water levels in constructed cells
 - g. maintaining pump(s), lift station(s), valves, and flow meters
 - h. cleaning cascade systems

5. **Water Level Monitoring and Measurements**

- The Contractor shall furnish all labor, equipment, and materials and perform all operations necessary to measure water levels in recovery wells, observation wells and surface water.
- The frequency and reporting schedule of water level measurements shall be determined by the MPCA Site Team.
- The water level indicator shall be a Solinst Water Level Meter, Model 101, or equal. The water level indicator shall be maintained according to the manufacturer's requirements.
- Transducers may be present in some pumpout wells. Gauges will be read on the control panels.
- Water level measurements shall be made in reference to an established point on the well casing. The reference point of each well is documented on the Water Level Data Sheets. Water level measurements shall be made and recorded to the nearest 0.01 foot.
- All water level measuring devices shall be cleaned between water level measurements with tap water and trisodium phosphate (TSP), rinsed with tap water, and final rinsed with deionized (DI) water.
- Water level measurements shall be recorded on a water level data sheet. The field data sheet shall identify the well, reference point location, reference point elevation, total depth, depth to water, and water elevation.
- Water level data shall be accurately transferred to an appropriate form for uploading into the MPCA's EQUIS database. Spreadsheets shall be submitted in electronic format in accordance with the 'Data Submittals' section below.

6. Groundwater Remediation System Operation and Maintenance

- The Contractor shall operate the groundwater remediation systems. At the present time, the following sites have ground water remediation systems: Anoka-Ramsey, Becker County, East Bethel, Isanti-Chisago County, Ironwood, Koochiching County, Woodlake, WDE, and WLSSD. The MPCA Site Team will provide a Work Plan which will contain the complete details for this task.
- The Contractor shall furnish routine maintenance of groundwater remediation systems including but not limited to:
 - a. activated carbon
 - b. groundwater and surface water piping
 - c. forcemains
 - d. aeration systems
 - e. retention/sedimentation ponds
 - f. constructed wetlands
 - g. spray irrigation system
- The Contractor will furnish all maintenance of groundwater wells. All maintenance of groundwater wells shall be conducted by a licensed well contractor in accordance with the Minnesota Department of Health well code (Minn. Rules Ch. 4725.0475).
- The Contractor will record Volume Pumped (in gallons), determination method, and pumping rate (in gallons per minute) of all groundwater extraction (or pump out) wells from which groundwater is withdrawn and treated. The data will be collected at a minimum on a monthly basis. This data will be provided to the MPCA Site Hydrogeologist in the appropriate form for uploading in the MPCA's EQulS database.
 - a. The following deadlines apply to submittal of this data for the Anoka-Ramsey, East Bethel, Ironwood and Isanti-Chisago County Landfills: All monthly volume data will be reported by close of business on January 15 for the previous calendar year.
 - b. The following deadlines apply to submittal of this data for the WDE Landfill and Becker County Landfill: All monthly volume data will be reported by April 15 for the quarter of data spanning January through March; by July 15 for the quarter of data spanning April through June; by October 15 for the quarter spanning July through September; and January 15 for the quarter spanning October through December.
- The Contractor may be required to collect effluent samples of treated groundwater that are used for compliance with discharge to Metropolitan Council Environmental Services (MCES) facilities or other wastewater treatment facilities. If this is a task assigned to the Contractor, these samples must be collected prior to the 15th day of the first month of the reporting period unless prior approval is given by the MPCA Site Hydrogeologist.

7. Gas System Monitoring, Maintenance and Measurements

- The Contractor shall furnish all labor, equipment (except the gas analyzer), and materials, and perform all operations necessary to monitor landfill gas concentrations and flow rates in gas probes, gas extraction wells, and/or monitoring wells.

- a. Complete landfill gas monitoring reports shall be submitted as directed by the MPCA Site Engineer for the respective landfill.
 - b. The gas analyzer will be supplied by the MPCA. Landfill gas monitoring shall be conducted in accordance with the gas monitoring apparatus manufacturer's directions.
 - c. The Contractor shall adapt the specified gas analyzer to be compatible with the existing wellheads and/or probes, if necessary.
 - d. The Contractor shall maintain and calibrate landfill gas monitoring equipment according to the manufacturer's requirements. Each calibration event must be documented.
 - e. The Contractor shall maintain gas probes and gas vents in operating condition.
- Landfill gas monitoring shall be conducted as described in the site-specific Work Plan.
 - Liquid levels in all probes, vents, and gas extraction wells shall be monitored as specified by the Work Plan. Top and bottom elevations of the probe, vent, or well screen shall be reported to identify whether the screens are blocked by water or leachate.
 - Monitoring and operating data shall be accurately transferred to an appropriate form for uploading into the MPCA's EQulS database. Spreadsheets shall be submitted in electronic format, and the format shall be approved by the MPCA Site Engineer prior to the first data submittal.
 - The gas piping system shall be cleaned and maintained as specified by the Work Plan.

8. Gas Extraction System Operation and Maintenance

- The Contractor shall adjust the gas extraction well field to maintain the flare operation and/or prevent offsite landfill gas migration as specified by the Work Plan. At the present time the following sites have gas extraction systems: Albert Lea, Anoka-Ramsey, Becker County, Dakhue, East Bethel, Flying Cloud, Grand Rapids, Hopkins, Lindenfelser, Louisville, Oak Grove, Olmsted County, Pine Lane, St. Augusta, Tellingohn, Washington County, WDE, Winona, WLSSD, and Woodlake.
- Parameters to monitor are barometric pressure, ambient temperature, gas temperature, flow rate, and concentrations of methane, oxygen, carbon dioxide, and balance gasses as directed by the MPCA Site Team.
- The Contractor shall arrange for the cleaning and maintenance of the gas extraction wells and collection system as directed by the MPCA Site Team.
- The Contractor shall install, maintain, and monitor solar flares at sites in accordance with approved Work Plans.

9. Management and Maintenance of Condensate, Leachate and/or Sludge

- At the present time, the following sites require leachate/condensate loading, transporting, and/or disposing: Albert Lea, Anoka-Ramsey, Becker County, Cook County, Dakhue, East Bethel, Grand Rapids, Hopkins, Koochiching County, Lindenfelser, Louisville, Northeast Otter Tail County, Oak Grove, Olmsted County, Pine Lane, St. Augusta, Tellingohn, Watonwan County, Washington County, WDE, Winona County, and Woodlake Landfills.
- The Contractor shall be responsible for complying with all federal, State, and local laws and regulations regarding the transfer of condensate on site and shall bear all responsibility and cost for any noncompliance. The Contractor is also responsible for ensuring that all Subcontractors are complying

with all federal, State, and local laws and regulations regarding the transportation of the condensate and/or leachate and shall bear all responsibility and cost for any noncompliance.

- The Contractor shall furnish or arrange for leachate and/or condensate collection line cleaning, storage tank cleaning, wet well/lift station cleaning and sludge disposal.
- The Contractor will decontaminate their own equipment or vehicles as part of the Work Plan.
- The Contractor shall measure and/or sample condensate and/or leachate in each collection system as provided in the site's specific work plan. The Contractor shall follow the industry standard for environmental sampling and transporting or shipping samples to the State-contracted analytical lab designated by MPCA Site Team. These samples must be collected prior to the 15th day of the first month of the reporting period unless prior approval is given by the MPCA Site Engineer.
- The Contractor shall be responsible for responding to emergencies related to the work at the site due to a tank or pipe leakage. If an emergency arises which requires immediate action to prevent, minimize, or mitigate damage to the public health, welfare, the environment, or property, the Contractor shall take prompt action such as evacuation or isolation of the area to protect workers and the public. During normal work hours the Contractor must contact a MPCA Site Team member who will work with the MPCA Emergency Response Team to discuss and declare an emergency if applicable. An MPCA Emergency Response Team member may issue a Verbal Directive to the Contractor based on a declared emergency. The State shall issue a written Purchase Order, approved by the MPCA Contract Manager or MPCA Authorized Representative, confirming the Verbal Directive within five business days. If after hours, the Contractors must contact the MPCA Emergency Response Team via the Minnesota Duty Officer at 1-800-422-0798 to receive direction on how to proceed and an emergency declaration if appropriate. Only MPCA Emergency Response personnel can declare an emergency and issue a Verbal Directive.

10. Maintenance of Electrical Systems

- The Contractor shall furnish or arrange for maintenance of electrical systems. If a licensed electrician is required, the Contractor must use a State Contractor or subcontract per MPCA Contractor and Subcontracting Purchasing Manual. Maintenance of electrical systems shall include but is not limited to:
 - a. Control panels
 - b. Electrical lines
 - c. Telemetry systems
 - d. Transformers
 - e. Building sensors

11. Responding to Call-Outs from Auto-Dialer Alarm Systems

- The Contractor shall respond to auto-dialer systems. Each site's specific work plan will contain the complete details for this task. The following sites have auto-dialer systems: Albert Lea, Anoka-Ramsey, Becker County, East Bethel, Isanti-Chisago County, Lindenfelser, Olmsted County, St. Augusta, Washington County, WDE, Winona County, Woodlake and WLSSD.

12. Operation of Telemetry Systems

- The Contractor shall operate telemetry systems. The MPCA provides software and license for the systems. The following sites have telemetry systems: Albert Lea, Anoka-Ramsey, Becker County, Dakhue, East Bethel, Flying Cloud, Grand Rapids, Hopkins, Isanti-Chisago County, Koochiching, Lindenfelser, Louisville, Oak Grove, Olmsted County, Pine Lane, St. Augusta, Tellijohn, Washington County, WDE, Winona County and WLSSD. Each site's specific work plan will contain the complete details for this task.

13. **Responding to Gopher State One Calls (GSOC)**

- When requested by the MPCA, the Contractor shall register necessary sites with GSOC.
- The Contractor shall furnish or arrange to locate and mark the State's utilities for the landfill which GSOC has requested, within 48 hours of the request. The following registered sites are: Anoka-Ramsey, Koochiching County, Washington County and WDE. The Contractor shall register any new sites subject to GSOC calls where additional underground utilities are installed.

14. **Maintenance of Field Notebook**

- The Contractor shall furnish all labor, equipment, and materials, and perform all operations necessary to maintain an Operation and Maintenance Field Notebook or equivalent for each site.
- Copies of the Operation and Maintenance Field Notebook shall be submitted as directed by the MPCA Site Team for the respective landfill. An electronic format is preferred (see Exhibit F).
- Copies of field notes must accompany each month's invoice for the invoicing period. All other activities shall be documented in the field notebook.
- During each site visit, the Contractor shall, at a minimum, document the following information:
 - a. The time the Contractor arrived on site (or time of remote connection to the system).
 - b. Current weather conditions.
 - c. Activities conducted and observations made.
 - d. Additional maintenance items that may be required in the near future.
 - e. Narrative description of operational difficulties.
 - f. Unusual conditions at the site and the date when the occurrences were reported to the MPCA.
 - g. The time the Contractor secured and left the facility (or time of remote connection to the system ended).
 - h. Security breach (e.g., unauthorized dumping, vandalism, etc.).

15. **Data Submittals**

- Field and operational data gathered by the Contractor will be formatted into a file able to be electronically imported into the MPCA's EQulS database. The contractor will use the EDGE application (from Earth Soft) to collect data and produce an Electronic Data Deliverable. The Standard Operation Procedure to use EDGE is available at <http://www.earthsoft.com/products/edp/edge-format-for-mnpca/>. The Contractor will be given an authorization code to obtain the software and access to a standard Chain of Custody form. The Contractor will submit a plan for approval by the MPCA technical staff, to detail the equipment and protocol for this task and will follow the EDGE Standard Operating Procedure and other guidance from the Closed Landfill Program. The Contractor must perform QA while out in the field to ensure data quality and accuracy and certify that QA has been performed in the quarterly report of the site. Volume data for both condensate/leachate, groundwater effluent and the individual ground water extraction or pump out wells must be reported by close of business April 15 for the quarter of data spanning January through March; by close of business July 15 for the quarter of data spanning April through June; by close of business October 15 for the quarter spanning July through September; and by close of business January 15 for the quarter spanning October through December.
- After submittal of an electronic file, the State will not pay for additional work required by the Contractor to repair or adjust the file in the event the data file is not able to be uploaded into the EQulS database.

STAFFING TASKS AND CLASSIFICATIONS FOR O&M OF CLOSED SANITARY LANDFILLS

The Contractor's staff must have the experience and training listed in the staff classifications below to competently perform the work called for in the solicitation. No temporary or subcontractor employees will be allowed to meet staffing levels. The Contractor must meet all of the staffing requirements outlined below. How that is accomplished is solely the responsibility of the Contractor. Additional classifications shall not be utilized.

1. General Laborer

Qualifications

- Able to perform manual labor
- Able to work with limited or little supervision

Tasks

- Performs vegetative maintenance (weed whipping and spraying).
- Completes minor repairs to the landfill facility.
- Cleans storage buildings.
- Removes snow (shovels, snow blows, snow plows) and ice.
- Collects and disposes of debris.
- Removes snow fence.
- Post and repairs signs.
- Plants trees and shrubs.
- Performs general maintenance.

2. Technician I

Qualifications

- Minimum of six months of General Laborer or equivalent experience
- Advanced understanding of basic mechanical operations and systems in the field.
- Experienced with field instrumentation and equipment applicable to their duties.
- Understands the capability and limitations of field instruments.
- Competent with protocol for leachate and condensate sampling □ Requires minimal supervision by a Project Manager.

Tasks

- Performs standard technical assignments, tests, routine maintenance and troubleshooting.
- Operates, maintains, and inspects site remediation system equipment.
- Performs dial-up check of flare system.
- Checks condensate levels, pump outs, and performs sampling if needed.
- Calibrates and maintains landfill gas monitor.
- Records, analyzes, and interprets data to maintain optimum efficiency of the remediation system.
- Prepares and submits site data for uploading into EQUIS.
- Provides field updates to MPCA staff.

3. Technician II

Qualifications

- Minimum of two years of Technician I or equivalent experience.
- Good verbal and written communication skills.
- Current hands-on technical expertise with advanced skills.
- Operates with latitude of responsibility requiring some supervision but not necessarily on a day-to-day basis.

Tasks

- Analyzes data to maintain optimum efficiency of the remediation system.
- Prepares site data maps.
- Implements the site Health and Safety Plan (HASP).
- Prepares technical reports, including site monthly/quarterly reports, with data interpretation and recommendations for Contractor Project Manager review.
- Seeks estimates for purchasing and subcontracting, tabulates bids, and makes subcontractor award recommendations to the MPCA Project Manager.
- Solves technical problems associated with site remediation systems.
- Responds to Gopher State One Calls.

4. Project Manager

Qualifications

- Minimum of Bachelor's degree in applicable technical area or equivalent experience.
- Minimum of five years' experience in applicable technical area managing projects including workplan development, scheduling, subcontracting, budgeting, invoicing, reporting, and managing costs.
- Demonstrated experience communicating technical information, data, and reports.

Tasks

- Oversees the Contract duties/obligations.
- Interprets and comprehends data results and provides recommendation for actions.
- Directly supervises projects including scheduling, subcontracting and managing costs.
- Coordinates and manages activities in the field.
- Reviews and finalizes technical reports.
- Gives a presentation of project status at public meetings when requested by the State.
- Finalizes the hiring of Subcontractors and State Contractors.

CONTRACT VENDOR

CONTRACT NO.

TERMS

AECOM TECHNICAL SERVICES
1010 DALE STREET N.
ST. PAUL, MN 55117

183554

NET 30

VENDOR NO: 0000230460

DARYL BECK
ACCOUNT MANAGER
OFFICE: 612-376-2424 | **MOBILE:** 612-269-8029
EMAIL: daryl.beck@aecom.com

PRICE SCHEDULE

<u>Staff Classifications</u>	<u>Hourly Rate</u>
General Laborer	\$58.63
Technician I	\$84.56
Technician II	\$95.84
Project Manager	\$129.66

<u>Equipment and Supplies</u>	<u>Hourly Rate</u>	<u>Daily Rate</u>	<u>Monthly Rate</u>
Chainsaw	\$5.00	\$25.00	\$100.00
4-Gas meter	\$5.00	\$20.00	\$100.00
Trash pump	\$10.00	\$25.00	\$120.00
Generator	\$10.00	\$40.00	\$250.00

CONTRACT VENDOR

CONTRACT NO.

TERMS

GHD SERVICES, INC.
 900 LONG LAKE RD
 SUITE 200
 ST. PAUL, MN 55112

183559

NET 30

VENDOR NO: 0000209858

SHAWN HORN
 VICE PRESIDENT
OFFICE: 612-524-6860 | **MOBILE:** 612-990-5008
EMAIL: shawn.horn@ghd.com

PRICE SCHEDULE

<u>Staff Classifications</u>	<u>Hourly Rate</u>
General Laborer	\$72.00
Technician I	\$93.00
Technician II	\$116.00
Project Manager	\$142.00

<u>Equipment and Supplies</u>	<u>Hourly Rate</u>	<u>Daily Rate</u>	<u>Monthly Rate</u>
Non-Motorized Boat or Canoe	\$40.00	\$80.00	\$720.00
Condensate/Leachate Level Indicator	\$13.50	\$27.00	\$243.00
Condensate/Leachate Sampling Pump - Peristaltic	\$21.50	\$43.00	\$387.00
Condensate/Leachate Sampling Pump - Submersible	\$57.50	\$115.00	\$1,035.00
Confined Space Equipment	\$175.00	\$350.00	\$3,150.00
Hitch Crane	\$44.00	\$88.00	\$792.00
Landfill Gas Monitor: Landtec GEM 2000 or equal (used only as back-up to MPCA unit)	\$82.50	\$165.00	\$1,485.00
Pressure Washer	\$42.50	\$85.00	\$765.00
Sump Pump	\$32.50	\$65.00	\$585.00
Gas 2-Inch Trash Pump w/50' of Hose	\$47.50	\$95.00	\$855.00
Level B Protection Equipment (Saranex coated suit and supplied air respirator)	\$105.00	\$210.00	\$1,890.00
Level C Protection Equipment (Saranex coated suit and air purifying respirator)	\$52.50	\$105.00	\$945.00
Level C Protection Equipment (air purifying respirator, Tyvek suit included in labor rates)	\$37.50	\$75.00	\$675.00

Contract Release: O-80

The following vendor is certified as an eligible Targeted Group, Economically Disadvantaged or Veteran-Owned business:

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>
WILLOW BROOK ENGINEERING 3824 176 th LN NW ANDOVER, MN 55304	183557	NET 30

VENDOR NO: 0000221867

STEVE KOLLODGE
CEO
OFFICE: 763-222-7834
EMAIL: willoweng@aol.com

PRICE SCHEDULE

<u>Staff Classifications</u>	<u>Hourly Rate</u>
General Laborer	\$69.90
Technician I	\$98.09
Technician II	\$109.37
Project Manager	\$142.06

<u>Equipment and Supplies</u>	<u>Hourly Rate</u>	<u>Daily Rate</u>
Jetting equipment and labor	\$398.00	\$3,184.00
Snow plow	\$35.00	\$280.00
Confined space entry equipment (tripod not included)	\$125.00	\$1,000.00
Water pump and hose	\$15.00	\$120.00

REVISIONS.

2022-10-01 Contracts 183557 (Willow Brook), 183559 (GHD Services), and 183554 (AECOM) are extended through June 24, 2022 with price increase and a minor revision to the travel expenses clause. All other terms and conditions remain the same.