



LAND INFORMATION DEPARTMENT

John Lefebvre
Director

Greg Cleereman
Conservationist

Tina Barnes
Property Lister

AGENDA

MAR-OCO LANDFILL COMMITTEE

DATE: Friday – May 13th, 2016
TIME: 9:00 a.m.
PLACE: Mar-Oco Landfill Scale House –N7785 Shaffer Road

1. Call meeting to order
2. Approve agenda
3. Approve minutes of April 8th, 2016 meeting. Action, if any.
4. Public Comment - Any person desirous of addressing the Committee on any subject under the Committee's jurisdiction shall first obtain permission from the Committee Chairperson. All such addresses shall be limited to 5 minutes unless otherwise extended by the Committee Chairperson.
5. Correspondence. Action, if any. (Any correspondence unless specifically listed below will be for information only)
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6. Discuss/consider supplement to Master Agreement For Engineering Services Ayres Associates for 2016. Action, if any.
7. Discuss/consider 5 Year Capital Improvement Project list. Action, if any.
8. Discuss/consider proposed modifications to Mar-Oco Landfill Scalehouse. Action, if any.
9. Update landfill operations.
10. Review schedule of invoices and/or budget account transfers for April 2016.
11. Schedule next meeting
12. Tour of Landfill
13. Adjourn

Alfred Sauld
Robert Holley
Clancy Whiting

Robert Reinhart
Jim Lacourciere
Bob Pott

K. Pytleski, Oconto County Clerk
L. Rymer, Oconto County Board Chair
Kathy Brandt, Marinette County Clerk

NOTE: Agenda items may not be considered and acted upon in the order listed. Supervisors present at this meeting may constitute an unintended quorum of other County Board Committees. Only Supervisors appointed to the Committee shall participate in action. Others may be present to listen and observe.

If you are an individual with a disability and need a special accommodation while attending this meeting, as required by the Americans with Disabilities Act, please notify the County Clerk, Marinette County Courthouse (715-732-7406) at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TDD #715-732-7760)



INDIVIDUAL PROJECT SUPPLEMENT TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This is an Individual Project Supplement dated March 8, 2016, which is an attachment to the Master Agreement dated December 28, 2005, between Joint Solid Waste Mar-Oco Committee (OWNER) and Ayres Associates Inc (CONSULTANT).

Project: 2016 General Engineering Services

ATTACHMENT A - SCOPE OF SERVICES

ARTICLE 1 - BASIC SERVICES

CONSULTANT at OWNER'S request will provide general engineering services for the Mar-Oco Sanitary Landfill (Landfill), License #3095. The following subsection describes the scope of services to be conducted as part of this Individual Project Supplement.

1.0 General Engineering Services

CONSULTANT at OWNER'S request will provide miscellaneous survey work, site engineering relating to daily operations, leachate collection and handling, landfill gas monitoring and reporting, review analytical testing results for landfill gas monitoring, regulatory correspondence with the Wisconsin Department of Natural Resources (WDNR), conduct site visits for general site observation, attend Solid Waste Committee meetings, or any other requests by OWNER which are not covered by specific contracts.

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT will furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications, assessments, statements, and supporting documents (in addition to those furnished under Basic Services).

2.1.2 Services to investigate existing conditions or facilities, or to verify the accuracy of information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project.

2.1.4 Furnishing services of independent professional associates and subconsultants for other than Basic Services.

2.1.5 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work, and providing other field surveys.

2.1.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project.

2.1.7 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER will do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.3.1 Data prepared by, or services performed by others, including but without limitation; soil borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.3.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site, and adjacent areas.

3.3.3 Property, boundary, easement, right-of-way, topographic, and utility surveys.

3.3.4 Property descriptions.

3.3.5 Zoning, deed and other land use restriction.

3.3.6 Other special data or consultations not covered under Basic Services and Additional Services.

3.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.6 Pay for all applicable WDNR review fees associated with this scope of work and plan modifications.

3.7 Bear all costs incident to compliance with the requirements of Article 3.

ATTACHMENT B - PERIOD OF SERVICES

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the Project including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.3 The services called for in the General Engineering will be provided on an as requested basis. Work will be completed as the individual work items are requested. The services rendered are estimated to be complete by March 30, 2017.

ATTACHMENT C - COMPENSATION AND PAYMENTS

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A, as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.1.2 The total compensation for services under Scope of Services is estimated to be \$10,000.00.

5.1.1.3 The total estimated compensation for CONSULTANT's services included in the breakdown by phases as noted herein incorporates all labor, overhead, profit, Reimbursable Expenses, and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.2 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.2.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1, an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.3 Reimbursable Expenses. OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows:

5.1.3.1 For Internal Reimbursable Expenses. An amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by CONSULTANT.

5.1.3.2 For External Reimbursable Expenses. An amount equal to invoiced external Reimbursable Expenses allocable to the Project.

5.1.4 Amounts Billed. The amounts billed for CONSULTANT's services will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.5 Other Provisions Concerning Compensation

5.1.5.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.00.

5.1.5.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.1.5.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT will make copies of such records available to OWNER at cost.

OWNER shall pay CONSULTANT for Basic Services set forth in Scope of Services an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT will submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

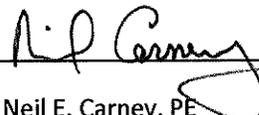
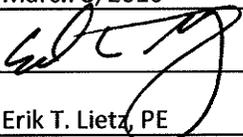
5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1% per month (12% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

IN WITNESS WHEREOF, the parties hereto have made and executed this Individual Project Supplement as of the day and year first written above.

<u>Joint Solid Waste MarOco Committee</u>		<u>Ayres Associates Inc</u>
<u>OWNER</u>		<u>CONSULTANT</u>
_____	(Signature)	<u></u>
_____	(Typed Name)	<u>Neil E. Carney, PE</u>
_____	(Title)	<u>Supervisor – WI Environmental Services</u>
_____	(Date)	<u>March 8, 2016</u>
_____	(Signature)	<u></u>
_____	(Attest)	<u>Erik T. Lietz, PE</u>
_____	(Title)	<u>Civil Engineer</u>

2017 Capital Project 5-Year Outlook Summary
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Key for Funding Source:

D = Debt Service G = Grants and Aids O = Operating Revenues F = Forestry Heavy Equip Fund P = Forestry & Parks Development Fund O-H = Operating Revenues Highway T = Property Tax S = Sales Tax S or D = Sales Tax or Debt FB = Fund Balance CIP14 = Capital Improvement 2014

2017 EXECUTIVE BONDING PROPOSAL AND CAPITAL IMPROVEMENTS PROGRAM (CIP)

DIVISION/ DEPARTMENT	FUNDING SOURCE	DEPT PRIORITY	PROJECT DESCRIPTION	2016	2017	2018	2019	2020	2021	TOTAL
MAR-OCO LANDFILL	O	High	Replacement Loader	-	200,000	-	-	-	-	200,000
			Mar-Oco Landfill	0	200,000	0	0	0	0	200,000

Mar-Oco Landfill Invoices for April 2016

VENDOR NAME	ACCOUNT DESC	AMOUNT	FULL DESC
CELLCOM	TELEPHONE	\$ 46.58	CELLCOM ~ March Account 002-01530076
UNITED MAILING SERVI	POSTAGE	\$ 25.70	POSTAGE DUE MARCH
CENTURYLINK	TELEPHONE	\$ 147.35	CENTURYLINK ~ April Billing
WI PUBLIC SERVICE (1	UTILITIES	\$ 343.90	UTILITIES
GREEN BAY METROPOLIT	PURCHASE OF SERVICE	\$ 1,551.54	LEACHATE TREATMENT
FULL SERVICE ORGANIC	PURCHASE OF SERVICE	\$ 15,018.44	LEACHATE HAULIN MAR-OCO LANDFILL
WI DNR ENVIRONMENTAL	PURCHASE OF SERVICE	\$ 21,285.55	RECYCLING AND LICENSE FEES
MILLERS ACTION OFFIC	OFFICE SUPPLIES	\$ 229.98	MILLERS ACTION OFFICE ~ HP Cartridge for Landfill
MENARDS MARINETTE WI	OFFICE SUPPLIES	\$ 35.22	Plastic Garbage Bags-Litter Collection
AIRGASS NORTH	GAS/OIL/FLUIDS ETC	\$ 52.35	AIRGASS NORTH ~ Nitrogen Landfill