PLANS AND TECHNICAL SPECIFICATIONS

REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

RACINE STEEL CASTINGS SITE – SOUTH LOT
1425 NORTH MEMORIAL DRIVE
RACINE, WISCONSIN
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ATTACHMENTS

Attachment 1: Plan Drawings and Specifications
Attachment 2: Excavation Area Soil Analytical Tables
Attachment 4: Approved Waste Profile – Kestrel Hawk Recycling and Disposal Facility
Attachment 5: City of Racine Davis-Bacon Wage Documentation
SECTION 00 10 00
SUMMARY OF WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES
   A. Work by Contractor
   B. Contractor use of site
   C. Work done by others

1.02 WORK DONE BY CONTRACTOR

   A. The work to be done under this Contract Document includes, but is not necessarily limited to, furnishing all labor, tools, equipment, materials, supplies, supervision, and administration for performing the following work:

   1. Contractors shall obtain all required City, State, and Federal permits for work; including, but not limited to, United States Environmental Protection Agency (USEPA) identification number, USEPA Hazardous Material certificate of registration, USEPA Notification of Regulated Waste Activity, United States Department of Transportation (USDOT) Hazardous Materials Certificate of Registration, and Alliance for Uniform Hazmat Transportation Procedures Registration.

   2. Install and maintain erosion control features, if necessary.

   3. Contractor shall take necessary precautions to prevent damage to existing utilities.

   4. Remove any surficial concrete or asphalt overlying excavation areas identified by Ramboll US Corporation (Engineer) and stage at a location identified by Engineer.

   5. Direct excavation of polychlorinated biphenyl (PCB) contaminated soils\(^1\) at two locations. The approximate volumes and identified landfills are listed below:

      a. 190 tons of PCB-contaminated soil requiring disposal at a Subtitle D landfill (Republic Services Kestrel Hawk Recycling and Disposal Facility located in Racine, Wisconsin).

      b. 240 tons of PCB-contaminated soil requiring disposal at a Toxic Substance Control Act (TSCA) approved landfill (US Ecology-Wayne Disposal Facility located in Belleville, Michigan).

   Approximate excavation extents are shown as Excavation Area A through Area D on Sheet 4 of the Plan Drawings (Attachment 1). An estimated soil density of 1.6 tons per cubic yard was used to estimate the soil weight. Contractor shall assist Engineer in collection of soil samples from excavation sidewalls and excavation bottom prior to

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\(^1\) Note, activities covered by this bid request shall be performed in accordance with United States Environmental Protection Agency (USEPA) Toxic Substance Control Act (TSCA) and Wisconsin Department of Natural Resources (WDNR) requirements. These requirements include, but are not limited to: TSCA and the PCB regulations in 40 Code of Federal Regulations (CFR) 761 – Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions; Wisconsin Administrative Code (WAC) NR 157 – Management of PCBs and Products Containing PCBs; WAC NR 500 – General Solid Waste Management Requirements; WAC NR 600 – Treatment and Disposal of Solid and Hazardous Waste; and WAC NR 700 – Environmental Protection, Investigation, and Remediation.
excavation backfilling activities. Contractor shall be responsible for paying all landfill tipping/disposal fees.

6. Decontaminate excavation equipment according to 40 CFR 761 by removing all soil and debris and wiping the excavation equipment with Pipe X Metal X PCB cleaning wipes produced by M2 Polymer Technologies, Inc. (www.m2polymer.com), or equivalent PCB cleaning wipes. All soil and debris and decontamination materials shall be placed in the final truck to US Ecology-Wayne Disposal Facility.

7. Backfill and compact the excavations to surrounding grades as defined in “Section 31 23 23 Backfilling and Site Restoration.” Use clean imported material and install woven geotextile fabric as defined in “Section 31 23 23.” The backfill material from the bottom of the excavation to one-half foot below the ground surface shall be backfilled with soil meeting the United Soil Classification System (USCS) definition of clay. After compaction of clay is achieved, the remaining one-half foot of the excavation shall be backfilled with imported recycled aggregate or granular material meeting the USCS definition of a gravel with sand and silt. The clean backfill material and recycled aggregate or granular material will be provided by the City of Racine. These materials are already staged at the Site. Grade to nominally level condition matching existing grades at the limits of the excavations with no depressions to collect standing water.

8. Protect all surrounding structures, sidewalks, pavements, trees, monitoring wells and utilities, including items along the primary transportation ingress and egress on the property during contaminated soil transportation. If damaged, the Owner will determine the cost for repair or replacement. Contractor shall be responsible for damage. If damaged, repair or replacement costs will be deducted from the contract.

9. Prevent the spread of dust and debris offsite and avoid the creation of nuisance or hazard in the surrounding area. Water is not available on-site. A municipal fire hydrant is accessible along the southern property boundary, along the north side of Albert Street. Access to hydrant can be obtained from the City of Racine Water Utility. Contractor shall not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution. Contractor shall sweep pavement as often as necessary to control the spread of debris or soil that may result in foreign object damage potential to vehicular traffic or pedestrians. Where pedestrian or driver safety is endangered, Contractor shall use traffic barricades with flashing lights.

B. The summary of work described above is an overall summary of work to be performed and the responsibilities of the Contractor. It does not supersede the specific requirements of the other CONTRACT DOCUMENTS.

1.03 CONTRACTOR USE OF SITE

A. Access to Site: Site work is limited to weekdays between the hours of 7:00 AM and 5:00 PM.

B. The Redevelopment Authority of the City of Racine is the Owner of the Site. Site access will be permitted through an employee of the City of Racine.

C. Contractor shall be responsible for site security and site safety throughout duration of contract.
1.04 WORK DONE BY OTHERS
   A. Monitoring well MW-16 that is located in Excavation Area A will be abandoned by Engineer prior to excavation activities.
   B. Owner has secured landfill approvals needed to perform this Work.

PART 2 – PRODUCTS
(Not used.)

PART 3 – EXECUTION
(Not used.)

END OF SECTION 00 10 00
PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

SECTION 00 41 00
GENERAL BID FORM (PROPOSAL)

Proposal of ______________________________________ (hereinafter called “Bidder”).

(____) a corporation, organized and existing under the laws of the State of ____________

(____) a partnership

doing business as ____________________________________________

Bidder:

The Bidder, in compliance with your invitation for bids for the Removal and Disposal of PCB-Impacted Soil at the Racine Steel Castings Site – South Lot located at 1425 North Memorial Drive, Racine, Wisconsin, having examined the plan drawings and technical specifications with related contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the soil remediation work including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the Contract Documents, within the time set forth therein, at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part, and incorporate the applicable Davis-Bacon Prevailing wage rates. Additionally, please indicate if Bidder is a Minority Business Enterprise (MBE) and/or Women’s Business Enterprise (WBE).

*Insert corporation or partnership as applicable.
The Bidder hereby agrees to commence work under this contract within 45 consecutive days of receipt of the written "Notice to Proceed", and to fully complete the excavation activities in the number of days specified in the excavation schedule provided by the Bidder after the date of which the written "Notice to Proceed" is given.

Bidder acknowledges receipt of the following addenda:

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<thead>
<tr>
<th>No.</th>
<th>Dated:</th>
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PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

The Bidder agrees to perform the work described in the Technical Specifications and Design Drawings for the prices shown on the Form of General Bid and for the Total Price Listed below.

(1) TOTAL OF BASE BID (Bid Items 1 – 8):
Based on the estimated quantities, the computed contract price for bid items listed above

Dollars ($________________________________________)

(All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

The unit prices listed on the Form of General Bid shall include, but are not limited to, all labor, materials, mobilization, demobilization, transportation/disposal costs, equipment usage, overhead, profit, insurance, health and safety measures, etc., to cover the finished work of the several kinds called for.

(2) SCHEDULE: Bidder must attach a detailed schedule for executing the work from start through finish that includes all working days (not counting Saturdays, Sundays, and federal holidays) after date to commence work is given in the Notice to Proceed in which work will be fully complete as described in the Work Plan (including Technical Specifications and Design Drawings), and Contract Documents. For purposes of this Request for Bid, the bidder shall complete all work specified herein by no later than 45 days after authorization.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Estimated Quantity</th>
<th>Brief Description</th>
<th>Total Price (in Figures)</th>
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<tr>
<td>1</td>
<td>Lump Sum</td>
<td>Mobilization, Utility Marking, and Site Preparation</td>
<td>Bid Item 1 Total</td>
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<td>2</td>
<td>240 Tons</td>
<td>Excavation, Loading, and Transportation of Impacted Soil to US Ecology-Wayne</td>
<td>Bid Item 2 Total</td>
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<td></td>
<td></td>
<td>Disposal Facility in Belleville, Michigan (Excavation Area A and Area C)</td>
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<td>3</td>
<td>240 Tons</td>
<td>Disposal Costs at US Ecology-Wayne Disposal Facility in Belleville, Michigan</td>
<td>Bid Item 3 Total</td>
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<td>including all applicable taxes and tipping fees (Excavation Area A and Area C)</td>
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<tr>
<td>4</td>
<td>190 Tons</td>
<td>Excavation, Loading, and Transportation of Impacted Soil to Republic Services</td>
<td>Bid Item 4 Total</td>
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<td></td>
<td>Kestrel Hawk Recycling and Disposal Facility in Racine, Wisconsin (Excavation</td>
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<td>Area B and Area D)</td>
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<td>5</td>
<td>190 Tons</td>
<td>Disposal Costs at Republic Services Kestrel Hawk Recycling and Disposal Facility</td>
<td>Bid Item 5 Total</td>
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<td>in Racine, Wisconsin, including all applicable taxes and tipping fees (Excavation</td>
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<td>Area B and Area D)</td>
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<td>6</td>
<td>430 Tons</td>
<td>Backfill and Compaction with Approved Clean Fill Material (Clean Fill Material</td>
<td>Bid Item 6 Total</td>
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<td>will be provided by the City of Racine).</td>
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<tr>
<td>7</td>
<td>Lump Sum</td>
<td>Site Restoration and Decontamination</td>
<td>Bid Item 7 Total</td>
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<tr>
<td>8</td>
<td>Lump Sum</td>
<td>Demobilization and Project Closeout</td>
<td>Bid Item 8 Total</td>
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**TOTAL ITEMS 1 THROUGH 8 BASE BID**

$________
The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) consecutive calendar days.

The undersigned offers the following information as evidence of the Company's qualifications to perform the work as bid upon according to all the requirements of the Work Plan, Plan Drawings, Technical Specifications, and Contract Documents.

1. Have been in business under present name for _____ years.

2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows:

   ____________________________

   ____________________________

   ____________________________

   (attach supplementary list if necessary)
PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Respectfully submitted,

_________________________________________ Date: __________________________

Name of Company*

By: ______________________________________ (Signature) (Print or type)

Title: ______________________________________

Business Address: __________________________

Seal

(Seal if bid is by a Corporation)

*Note: Insert Bidders name. If a corporation, give state of incorporation, using the phrase "A corporation organized under laws of __________ composed of officers as follows.

________________________________________
President

________________________________________
Vice President

________________________________________
Secretary

________________________________________
Treasurer

END OF SECTION 00 41 00
PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

SECTION 01 22 00
MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SUMMARY
   A. Measurement and payment criteria applicable to portions of the Work performed under a unit-price payment method.
   B. Defect assessment and non-payment for rejected Work.

1.02 AUTHORITY
   A. Measurement methods delineated in the individual specification sections are intended to complement the criteria of this Section. In the event of conflict, the requirements of the individual specification section shall govern.

1.03 UNIT QUANTITIES SPECIFIED
   A. Quantities and measurements indicated in the General Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.
   B. If the actual Work requires more or fewer quantities than those quantities indicated, Contractor shall provide the required quantities at the unit sum/prices contracted.

1.04 MEASUREMENT OF QUANTITIES
   A. Stipulated Sum/Price Measurement: Items measured by unit weight as a completed item or unit of the Work.
   B. Measurement Devices:
      1. Weight Scales: Inspected, tested, and certified by the applicable Wisconsin Weights and Measures department within the past year.
      2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
      3. Metering Devices: Inspected, tested, and certified by the applicable Wisconsin department within the past year.

1.05 PAYMENT
   A. Payment Includes: Full compensation for all required labor (Davis-Bacon Wage Determination), products, tools, equipment, transportation, disposal, services and incidentals; erection, application, or installation of an item of the Work; overhead; and profit.
   B. Final payment for Work governed by unit prices will be made on the basis of the actual quantities accepted by the Engineer (based on scale tickets) multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

1.06 DEFECT ASSESSMENT
   A. Contractor shall replace the Work, or portions of the Work, not conforming to specified requirements.
PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

B. If, in the opinion of the Owner or Engineer, it is not practical to remove and replace the Work, the Owner will direct one of the following remedies:

1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of the Owner.

2. The defective Work shall be partially repaired according to the instructions of the Owner, and the unit sum/price will be adjusted to a new sum/price at the discretion of the Owner.

C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.

D. The authority of the Owner or Engineer to assess the defect and identify payment adjustment is final.

1.07 NON-PAYMENT FOR REJECTED PRODUCTS
A. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.

2. Products determined as unacceptable before or after placement.

3. Products not completely unloaded from the transporting vehicle.

4. Products placed beyond the lines and levels of the required Work.

5. Products remaining on hand after completion of the Work.


PART 2 – PRODUCTS
(Not used.)

PART 3 – EXECUTION
(Not used.)

END OF SECTION 01 22 00
SECTION 01 33 00

SUBMITTALS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Procedural requirements for Work-related submittals and other miscellaneous Work-
      related submittals.

B. Measurement and Payment:
   1. Contractor shall comply with Section 01 22 00 – Measurement and Payment.

1.02 DEFINITIONS

A. Submittal for Review:
   1. Submittal for Engineer’s review in accordance with requirements of Contract
      Documents.

B. Submittal for Record:
   1. Submittal for inclusion into Owner’s records prior to Substantial Completion. Submittal
      will not be reviewed by Engineer.

1.03 EXCAVATION PROGRESS SCHEDULES

A. Contractor shall prepare and submit Excavation Progress Schedule in accordance with
   General Conditions.

B. No Work shall be conducted between 5:00 PM and 7:00 AM, nor on Saturdays, Sundays or
   legal holidays without written permission of Owner. Emergency work may be done
   without prior permission.

C. Contractor shall prepare schedules in form of horizontal bar chart.
   1. Provide separate horizontal bar for each operation.
   2. Horizontal Time Scale: Identify first Work day of each week.
   3. Scale and spacings to allow space for notations and future revisions.
   4. Arrange listings in order of start of each item of Work.

D. Excavation Progress Schedule:
   1. Show complete sequence of excavation by activity.
   2. Show dates for beginning and completion of each major event. Elements shall include,
      but not be limited to, the following:
      a. Mobilization;
      b. Excavation, backfilling;
      c. Subcontractor’s items of Work;
      d. Restoration;
e. Final clean-up;
f. Miscellaneous items; and/or
g. Demobilization.

3. Show projected percentage of completion for each item as of first day of each week, if project extends past one week.

E. Schedule Revisions, if needed:

1. Every 15 days, if needed, to reflect changes in progress of Work.
2. Indicate progress of each activity at date of submittal.
3. Show changes occurring since previous submittal of schedule.
   a. Major changes in scope.
   b. Activities modified since previous submittal.
   c. Revised projections of progress and completion.
   d. Other identifiable changes.
4. Provide narrative report as needed to define following.
   a. Problem areas, anticipated delays, and impact on schedule.
   b. Corrective action recommended and its effect.
   c. Effect of changes on schedules of other Contractors.

1.04 MANIFESTS AND TRUCK SCALE TICKETS
A. Contractor shall submit completed manifests for all truck loads to their respective landfill to Engineer prior to demobilization from the site.
B. Contractor shall submit truck scale tickets to Engineer prior to demobilization from the site.

1.05 DAVIS-BACON DOCUMENTATION
A. Contractor shall provide backup documentation for pay items including invoices submitted to Owner or Engineer. Contractor shall provide completed forms and information to comply with Davis-Bacon requirements.

PART 2 – PRODUCTS
(Not used.)

PART 3 – EXECUTION

3.01 SUBMITTAL REQUIREMENTS
A. Contractor shall provide complete copies of all required submittals. An electronic copy received by electronic mail is also acceptable except for waste manifests and truck scale tickets. Contractor shall provide at least two copies of each submittal where applicable.

END OF SECTION 01 33 00
PART 1 – GENERAL

1.01 SECTION INCLUDES
   A. Disclosure - Chemical Characteristics
   B. Health and Safety Plan
   C. Public Safety

1.02 REFERENCES
   A. None

1.03 DISCLOSURE - CHEMICAL CHARACTERISTICS
   A. Engineer shall furnish other available reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required, as requested by Contractor, for proper performance of Contractor’s services. Engineer and Owner, however, assume no responsibility or liability for their accuracy or completeness, and all such documents and information will remain the property of the Owner.

   B. Polychlorinated biphenyls (PCBs), polycyclic aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), and metal contamination are found in soils, sewer sediment, and/or groundwater at varying concentrations. Excavation area analytical tables are provided in Attachment 2.

1.04 HEALTH AND SAFETY PLANS
   A. The services to be performed under this Agreement are on and/or adjacent to a site which may contain hazardous substances on the surface and/or subsurface. Therefore, as a minimum, Contractor shall satisfy all federal, state and local statues, regulations, and ordinances regarding health and safety, including, but not limited to, Title 29 Code of Federal Regulations (CFR) 1910.120 “Hazardous Waste Operations and Emergency Response” Occupational Safety and Health Administration (OSHA).

   B. Contractor shall notify Owner of any chemical products to be used by Contractor while on the site premises and furnish Safety Data Sheets (SDS) for the chemical products, to Owner, before any such chemicals are brought on the premises throughout the duration of this Agreement. Contractor shall comply with standards set in Title 29 CFR 1910.1200 in providing such notifications and SDS.

   C. Contractor shall provide all necessary safety equipment needed to perform the required work. Provide and properly utilize adequate ventilation and personal protection equipment, including respirators as required according to OSHA regulations.

   D. Contractor shall follow confined space entry procedures for personnel entering any excavations.

1.05 PUBLIC SAFETY
   A. Contractor shall protect finished and unfinished work against any damage, loss, or injury during the performance of and up to the completion day of the work.
PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

B. Contractor shall provide adequate protection wherever required to safeguard the work or the public.

C. Contractor shall maintain site security and protect all openings, surface obstructions, and open excavations with barricades, signs, and warning devices in accordance with local, state and federal requirements.

PART 2 – PRODUCTS
(Not used.)

PART 3 – EXECUTION
(Not used.)

END OF SECTION 01 35 29
SECTION 01 43 00
QUALITY CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES:
A. Quality Assurance - Control of Installation
B. Excavation Documentation
C. Testing Laboratory Services

1.02 RELATED SECTIONS
A. Section 01 33 00 - Submittals

1.03 QUALITY ASSURANCE AND CONTROL OF INSTALLATION
A. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
B. Contractor shall comply fully with manufacturers' instructions.
C. Should manufacturers' instructions conflict with Contract Documents, Contractor shall request clarification from Engineer before proceeding.
D. Contractor shall comply with specified standards as minimum quality for the Work, except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. The Work shall be performed by persons qualified to produce workmanship of specified quality.

1.04 EXCAVATION DOCUMENTATION AND TESTING LABORATORY SERVICES
A. Owner will appoint and pay for services of Engineer to perform excavation documentation and conformance testing.
B. Reports will be submitted by Engineer to the Owner, indicating observations and results of excavation activities and indicating compliance or non-compliance with Contract Documents.
C. Contractor shall cooperate with Engineer to furnish samples of materials, equipment, tools, storage, and assistance as requested.
   1. Contractor shall notify Engineer 48 hours prior to expected time for operations requiring services.
   2. Contractor shall make arrangements with Engineer and pay for additional samples and tests required for Contractor's use.

PART 2 – PRODUCTS
(Not used.)

PART 3 – EXECUTION
(Not used.)

END OF SECTION 01 43 00
PART 1 – GENERAL

1.01 SUMMARY

A. The Contractor, in executing the Work, shall maintain Work areas on- and off-site free from environmental pollution that would be in violation of federal, state or local regulations. This includes management of visual aesthetics, noise, and solid waste, as well as other pollutants and resources encountered or generated by the Contractor.

B. Environmental pollution and damage are defined as the presence of hazardous, chemical, physical, or biological elements or agents which:
   1. Adversely affect human health or welfare;
   2. Unfavorably alter ecological balances of importance to human life;
   3. Affect other species of importance to humankind;
   4. Degrade the utility of the environment for aesthetic, cultural, and historical purposes; or
   5. Result in a diminution in property value.

1.02 REFERENCES

A. City of Racine, Code of Ordinances

1.03 PROTECTION OF SEWERS

A. Contractor shall prevent excavation material, pavement, concrete, earth or other debris from entering existing sewer structures which are identified to remain on site.

1.04 EROSION AND SEDIMENT CONTROL

A. Contractor shall comply with provisions of City of Racine, Code of Ordinances as it relates to the Work. Contractor shall be responsible for fees associated with erosion control permitting in the City of Racine.

B. Contractor shall apply appropriate best management practices to protect project area and adjacent lands. These measures may include, but not be limited to, fabric mat, hay bales, filter barriers, sediment traps, and basins.

C. Contractor shall select methods of erosion and sediment control for the specific job site and adjust sediment control measures in field to meet conditions encountered.

1.05 DISPOSAL OF EXCESS EXCAVATED AND OTHER WASTE MATERIALS

A. Contractor shall transport and dispose of any excess material and other waste material in accordance with state and local solid and hazardous waste regulatory requirements.

1.06 PROTECTION OF AIR QUALITY

A. Contractor shall minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment and encourage shutdown of motorized equipment not in use.
B. Burning of trash on-site is prohibited.

C. If temporary heating devices are necessary for protection of Work, the devices shall not cause air pollution.

1.07 USE OF CHEMICALS

A. Use and disposal of chemicals and residues shall comply with manufacturer’s instructions.

1.08 NOISE CONTROL

A. Contractor shall conduct operations to cause least annoyance to residents in vicinity of Work and comply with applicable local ordinances.

B. Contractor shall equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Compressors shall be equipped with silencers on intake lines.

C. Contractor shall equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.

D. Contractor shall line storage bins and hoppers with material that will deaden sounds.

E. Contractor shall conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

F. Contractor shall route vehicles carrying excavation materials, rock, concrete or other material over such streets as will cause least annoyance to public and do not operate on public streets between hours of 5:00 PM and 7:00 AM, or on Saturdays, Sundays or legal holidays unless approved by Owner.

1.09 DUST AND FUGITIVE SOIL CONTROL

A. Contractor shall take special care in maintaining Owner’s existing roads, and public roads used during excavation activities in clean, dust free condition. This includes fugitive soil from transportation of excavated soil.

B. Contractor shall conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

C. Contractor shall comply with local environmental regulations for dust control. If Contractor’s dust control measures are considered inadequate by Engineer, Engineer and Owner may require Contractor apply additional dust control measures.

1.10 FUELS AND LUBRICANTS

A. Contractor shall minimize use of potentially hazardous materials including fuels and lubricants.

B. Contractor shall keep motorized equipment in good working order with no fuel or lubricant leakage. Contractor shall protect ground surface from leakage using tarps or other material methods.

C. If grease, oil, solvent, or other residue from Contractor operations occurs, Contractor shall conduct remedial investigation and remediate as required by Owner.

D. Contractor shall not change oil on equipment or store or dispose of fuels, solvents, lubricants, or other potentially hazardous materials on site.
PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

PART 2 – PRODUCTS
(Not used.)

PART 3 – EXECUTION
(Not used.)

END OF SECTION 01 57 00
SECTION 02 61 13
EXCAVATION AND HANDLING OF CONTAMINATED MATERIAL

PART 1 - GENERAL

1.01 SECTION INCLUDES
A. Excavation of contaminated materials
B. Hauling of contaminated materials
C. Handling of contaminated materials
D. Decontamination of equipment

1.02 MEASUREMENT
A. Measurement for excavation, offsite transportation, and disposal shall be based on the actual weight, in tons, of contaminated material removed from the site. Measurement for backfilling of excavated areas shall be based on a weight equal to what was disposed off-site.

1.03 PAYMENT
A. Excavation and Transportation: Compensation for excavation and offsite transportation of contaminated material will be paid as a unit cost per ton. This unit cost shall include any other items incidental to excavation and handling not defined as having specific unit cost.
B. Disposal: Compensation for disposal of impacted soil will be paid as a single unit cost per ton. Disposal shall include all applicable taxes and fees. Contractors shall obtain pricing that was established when waste approvals were secured from the landfills. All Contractors will be provided with the same pricing. Contact information is provided below:

US Ecology: Dave Montgomery 630-797-1396
Republic Services: Jodi Acheson 262-215-1774

C. Backfilling: Compensation for backfill soil conditioning (if necessary), backfilling, and compaction will be paid as a single unit cost per ton.

1.04 REFERENCES
A. Section 01 33 00 - Submittals
B. Section 31 23 23 – Backfilling and Site Restoration

1.05 QUALIFICATIONS
A. Excavator: Company specializing in performing the Work of this Section. Please submit all applicable federal (e.g., OSHA), state, or local certifications pertinent to the Work to Owner and Engineer.
B. Contractor must be pre-qualified by the City of Racine. Forms can be found at www.cityofracine.org/departments/public-works/forms/dpw-forms/.
PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

1.06 REGULATORY REQUIREMENTS

A. Permit and Licenses: The Contractor and any subcontractors shall obtain required federal, state, and local permits for excavation, hauling, and storage of contaminated material. Permits shall be obtained at no additional cost to the Owner.

1.07 DESCRIPTION OF WORK

A. The Work shall consist of excavation, loading, and hauling of PCB-impacted material to two separate waste disposal facilities by Contractor:
   
   US Ecology-Wayne Disposal Facility
   
   Kestrel Hawk Recycling and Disposal Facility

   The limits and quantities of the areas of contaminated material are shown as Excavation Area A through Area D in Sheets 3 and 4 of Attachment 1 – Plan Drawings and Specifications. Chemical analysis of contaminated material has been performed by the Owner and is provided in Attachment 2 – Excavation Area Soil Analytical Table. The Engineer shall be notified immediately if contaminated materials or conditions are discovered which have not been previously identified or if other discrepancies between data provided and actual field conditions are discovered. Management of groundwater is not expected to be required during excavation activities. In the event of a rainstorm, Contractor shall collect and containerize rain water in 55-gallon Wisconsin DOT-approved drums. Contractor shall place any rain water drums in an on-site location to be specified by the Engineer.

   Contractor shall assist Engineer with collection of excavation sidewall and excavation bottom confirmation samples utilizing Contractor’s excavation equipment.

B. Contactor shall ensure that all equipment brought to the site from a site where it was potentially exposed to hazardous materials or petroleum products has been properly decontaminated prior to arrival. A decontamination area will be designated at the facility by Engineer. Prior to completing excavations requiring solid waste disposal (Excavation Areas B and D), excavations requiring TSCA landfill disposal (Excavation Areas A and C), or demobilization, all equipment will be cleaned using brushes and minimal water to ensure all soil and debris are removed. Water is not available on site. Decontamination materials (solids and liquids) shall be containerized in a truck and subsequently hauled to US Ecology (for Excavation Areas A and C) or Kestrel Hawk Landfill (for Excavation Areas B and D) for disposal. Contractor shall provide all necessary materials for containing the solids and liquids.

C. Contractor shall ensure Engineer receives all completed waste manifests and truck scale tickets prior to Contractor demobilization. If Contractor is unable to provide completed waste manifest prior to demobilization, Contractor shall contact Engineer and provide an approximate schedule and method of delivery.

PART 2 – PRODUCTS

(Not used.)
PART 3 – EXECUTION

3.01 CONTAMINATED MATERIAL REMOVAL

A. Contractor shall take the necessary precautions to prevent damage to existing utilities within the excavation areas.

B. Areas of contamination shall be excavated to the extent and depths shown on the drawings in Attachment 1 or as directed by the Owner or Engineer. Excavation shall be performed in a manner that will limit the potential for contaminated material to be mixed with uncontaminated material.

B. Any concrete pavement overlying excavation areas shall be removed prior to excavation activities. Contractor shall stage any removed concrete pavement in an area within 300 feet of the excavation as directed by the Engineer.

C. Sheeting, bracing, or shoring shall be installed as appropriate to comply with applicable OSHA requirements.

D. Surface water shall be diverted away from the excavation to prevent entry.

E. Contractor shall conduct excavation work in a method which minimizes odors and fugitive dust. Work shall be modified if excessive odors or dust occur or as directed by Engineer.

F. Contractor shall protect the excavation if the excavation is left unattended or overnight.

G. Contractor shall assist Engineer with collection of excavation sidewall and excavation bottom confirmation samples utilizing Contractor's excavation equipment.

3.02 CONTAMINATED MATERIAL HAULING

A. All excavated materials shall be hauled off-site with proper shipping documentation or waste manifests provided to Contractor by the specified landfill.

B. As shown on Sheet 4 of Attachment 1, 240 tons of elevated PCB-contaminated soils (greater than 50 milligrams per kilogram [mg/kg]) shall be hauled to US Ecology-Wayne Disposal Facility in Belleville, Michigan, for disposal. A copy of the approved waste profile is included as Attachment 3.

C. As shown on Sheet 4 of Attachment 1, 190 tons of PCB-contaminated soils (less than 50 mg/kg and greater than 10 mg/kg) shall be hauled to Kestrel Hawk Recycling and Disposal Facility located in Racine, Wisconsin for disposal. A copy of the approved waste profile is included as Attachment 4.

D. Contractor shall comply with all federal, state, and local requirements for waste hauling.

E. Contractor or Subcontractor shall cover excavated material prior to leaving the site. Vehicles hauling excavated material from Area A and Area C (material hauled to US Ecology-Wayne Disposal Facility) must have a liner installed prior to placement of excavated material in truck bed before leaving the site.

F. Contractor shall maintain roadways free of debris as required by Section 01 57 00 – Environmental Protection. Contractor shall ensure that PCB-impacted material does not migrate off site.

G. Contractor shall ensure Engineer receives all completed waste manifests and truck scale tickets prior to Contractor demobilization. If Contractor is unable to provide completed
waste manifest prior to demobilization, Contractor shall contact Engineer and provide an approximate schedule and method of delivery.

3.03 DECONTAMINATION OF EQUIPMENT

A. Contactor shall ensure that all equipment brought to the site from a site where it was potentially exposed to hazardous materials or petroleum products has been properly decontaminated prior to arrival.

B. A decontamination area will be designated at the facility by Engineer.

C. Prior to demobilization, Contractor shall ensure all soil and debris be removed from equipment and cleaned using Pipe X Metal X PCB wipes manufactured by M2 Polymer, Inc. (www.m2polymer.com), or equivalent PCB wipe approved by Engineer. Water is not available on site.

D. Decontamination materials (soil, debris, and PCB wipes) shall be containerized in the final truck to US Ecology.

E. Contractor shall provide all necessary materials for containing the solids and liquids.

END OF SECTION 02 61 13
SECTION 31 23 23
BACKFILLING AND SITE RESTORATION

PART 1 – GENERAL
1.01 SECTION INCLUDES
   A. Backfill excavation areas to ground surface
   B. Consolidation and compaction

1.02 RELATED SECTIONS
   A. Section 01 57 00 – Environmental Protection
   B. Section 02 41 16 – Excavation and Handling of Contaminated Material

1.03 SUBMITTALS
   A. Contractor shall provide Engineer with documentation of woven geotextile fabric prior to material being brought on-site.

PART 2 – PRODUCTS
2.01 FILL MATERIALS
   City of Racine shall provide pre-approved materials specified below. These materials are already staged at the site.
   A. CLAY – Excavation from bottom to one half foot below ground surface: Clay soils free of organics, contamination, and debris, graded in accordance with the following limits:

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<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>#200</td>
<td>&gt;70</td>
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</table>

   B. BASE COURSE – Remaining one-half foot of excavation: Poorly-graded, clean, granular material free of silt, clay, friable material, organics, contamination, and debris, graded in accordance with the following limits:

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<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
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<tr>
<td>#200</td>
<td>&lt;8</td>
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</table>

2.02 GEOTEXTILE
   A. Contractor shall provide woven geotextile fabric, for Engineer’s approval, to be placed at the base of the excavation prior to backfilling. Geotextile fabric shall function as a permeable separation between the base of the excavation and the clay material to be backfilled into the excavations.

PART 3 – EXECUTION
3.01 BACKFILLING
   A. Contractor shall install geotextile fabric over the extent of the base of the excavation areas.
B. Contractor shall backfill the excavation areas with approximately 375 tons of clay material to approximately one-half foot (6-inches) below the ground surface (bgs).

C. Contractor shall backfill the remaining excavation areas volume with approximately 60 tons of base course material to match the ground surface.

D. Contractor shall systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.

E. Contractor shall place and compact materials in continuous layers not exceeding 12 inches compacted depth.

F. Contractor shall maintain optimum moisture content of backfill materials to attain required compaction density.

G. Contractor shall compact fill using ordinary compaction methods until no further compaction can be observed.

H. Contractor shall grade areas affected by excavation activities to promote natural drainage. Finished site shall meet grades of adjacent surfaces.

3.02 PROTECTION OF FINISHED WORK

A. Contractor shall protect finished Work under provisions of Section 01 57 00 – Environmental Protection.

3.03 SITE RESTORATION AND DEMOBILIZATION

A. Contractor shall grade excavation areas to match surrounding grade.

B. Contractor shall remove all equipment and materials brought on site for Work activities including but not limited to excavation equipment, hauling equipment, trash, and/or miscellaneous items identified by Engineer. Unused backfill material, if present, shall remain on the site.

C. Contractor shall sweep all driveways and transportation routes. Each route shall be free of debris prior to demobilization.

END OF SECTION 31 23 23
ATTACHMENT 1

PLAN DRAWINGS AND SPECIFICATIONS
1. All monitoring wells to remain and shall be protected from damage during excavation activities.
2. Contractor shall place geotextile fabric at base of excavation per requirements in section 31.23.23 - backfilling and site restoration in the specifications.
3. Contractor shall backfill excavation with clean approved material per the requirements in section 31.23.23 - backfilling and site restoration in the specifications.
4. Backfill shall be placed in no greater than one-foot lifts and compacted using mechanical compaction.

**Preconstruction Basecourse Elevation**

**Base Course:** Naturally or artificially graded mixture of gravel, crushed stone, and sand with at least 95% passing a 1-1/2" sieve and not more than 8% passing a No. 200 sieve. Top elevation to match existing grade of unexcavated material.

**Clay:** Clay material with at least 70% passing a No. 200 sieve.

**Geotextile Fabric**

**Base of Excavation**

**Excavation Backfill Detail**

Scale as shown.
ATTACHMENT 2
EXCAVATION AREA SOIL ANALYTICAL TABLES
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Notes:
PCBs = Polychlorinated Biphenyls
mg/kg = milligrams per kilogram
A Parameter exceeds NR 720 Residual Contaminant Level (RCL) for Non-Industrial Direct Contact.
B Parameter exceeds NR 720 RCL for Industrial Direct Contact.
C Parameter exceeds NR 720 RCL for Groundwater Pathway.
D Parameter exceeds TSCA (Toxic Substances Control Act) standard of 50 mg/kg.
J Estimated concentration at or above the LOD and below the LOQ.
--- No RCL established.
Direct Contact exceedances only apply to samples with exceedances ranging between 0 to 4 feet below ground surface.
Soil RCLs established by the WDNR RR program using the EPA's RSL web-calculator with WAC NR 720 default parameters (WDNR PUB-RR-890, June 2014 - updated RCL spreadsheet dated March 2017).
ATTACHMENT 3
APPROVED WASTE PROFILE – US ECOLOGY-WAYNE DISPOSAL FACILITY
WASTE PROFILE FORM

For assistance in completing this document or for additional information on service offerings, please visit our website at www.usecology.com or call 800-592-5489.

US Ecology will choose the appropriate facility and method of waste management for your waste from the technologies offered at each operation.

If you wish to direct this waste to a specific facility(s) or treatment technology please indicate here:

Waste Common Name: Remedial Excavation RSC-South Lot-PCB Soil

Section 1 – Generator & Customer Information

Generator EPA ID # WI000151456
NAICS/SIC Code 925120
Generator Redevelopment Authority of the City of Racine
Facility Address 1425 North Memorial Drive
City Racine State WI Zip 53404
24-hour Emergency Response Number

Mailing Address 730 Washington Avenue
City Racine State WI Zip 53403
Generator Contact Amy Connolly
Title Director
Phone 262-636-9151 Fax 262-635-5347
E-mail amy.connolly@cityofracine.org

Section 2 – Shipping & Packaging Information

2.1) Shipping Volume & Frequency:
  a) Volume of Waste to be Shipped: 230-290 T
  b) Frequency: ☑ One time ☐ Month ☐ Year ☑ Other:

2.2) DOT Information
  a) Is this a U.S. Department of Transportation (USDOT) Hazardous Material? ☐ Yes ☑ No
  b) If "Yes", indicate the proper shipping name per 49CFR 172.101 Hazardous Materials Table:

Section 3 – Special Properties

3.1) Color Brown

3.2) Odor ☐ None ☑ Ammonia ☐ Amines ☐ Mercaptans ☐ Sulfur ☐ Organic Acid ☑ Amines/Ammonia
   ☑ Other: slight petroleum odor

3.3) Consistency at 70°F: ☑ Solid ☐ Dust/Powder ☐ Debris ☐ Sludge ☐ Liquid ☐ Gas/Aerosol ☐ Varies

3.4) What is the pH? ☐ ≤ 2 ☑ 2.1 - 4.9 ☑ 5 - 10 ☐ 10.1 - 12.4 ☐ ≥ 12.5 ☐ N/A

3.5) What is the flash point? ☐ < 90°F ☑ 90-139°F ☑ 140-199°F ☑ ≥ 200°F ☐ N/A
3.6) Does this waste exhibit any of the following properties? (check all that apply)

- None
- Shock Sensitive
- Asbestos – non-friable
- Biodegradable Sorbents
- Asbestos – friable
- Pyrophoric
- Temperature Controlled Organic Peroxide
- Free Liquids
- Oily Residue
- Asbestos – friable
- Pyrophoric
- Temperature Controlled Organic Peroxide
- Metal Fines
- Dioxins
- Asbestos – friable
- Pyrophoric
- Temperature Controlled Organic Peroxide
- Water Reactive
- Furans
- Reactive Sulfide
- NORM
- Explosives
- Biohazard
- Aluminum
- Isocyanates

Section 4 – Composition and Generating Process

4.1) Provide a physical and chemical composition of the waste (e.g. soil, water, PPE, debris, etc.). List the percent ranges of the material, either estimated or known.

Soil 100 to 100 % to % to % to %

4.2) Provide a description of the generating process. Remediation & IDW Sites: please provide a site history. Remedial excavation of localized PCB impacts

4.3) Are there any known previous handling or treatment issues involving this waste? □ Yes* □ No

*If yes, describe:

Section 5 – Hazardous Wastes

As determined by 40 CFR, Part 261 and State Rules:

Please list applicable waste code(s):

5.1) Is this waste exempted from RCRA? □ Yes, please provide exemption: □ No

5.2) Is this an EPA RCRA listed hazardous waste (F, K, P or U)? □ Yes: □ No

a) For F006–F009, F012, does this come from a generator that conducts a cyanide plating process? □ Yes □ No

5.3) Is this an EPA RCRA characteristic hazardous waste (D001-D043)? □ Yes: □ No

5.4) Do any State Specific Hazardous Waste Codes apply? □ Yes: □ No

If you answered ‘no’ to 5.2, 5.3 and 5.4, please proceed to Section 6.

5.5) EPA Source Code: EPA Form Code:

5.6) Waste Code Determination Is Based On: □ Generator Knowledge □ Analysis □ MSDS

Analysis and/or MSDS may be required for review and approval for hazardous and non-hazardous waste streams.

5.7) Does this waste exceed Land Disposal Restriction levels?

□ Yes □ No

a) Is this stream a wastewater (WW) or non-wastewater (NWW)? □ WW □ NWW

b) If this waste stream is greater than 50% soil, does it meet the alternative soil treatment standards of 40CFR 268.49? □ Yes □ No

c) Does this waste contain greater than 50% debris, by volume? (Debris is greater than 2.5 inches in size.) □ Yes □ No

d) If the debris is larger than 3 ft x 3 ft x 3 ft, please provide the approximate dimensions and weight:

5.8) If this is a characteristic hazardous waste, does it contain Underlying Hazardous Constituents? □ Yes* □ No

*If Yes, please list: For a complete list of UHC constituents, please refer to 40 CFR 268.48
Section 6 – Non-Hazardous Wastes

6.1) Do any State Specific Non-Hazardous Waste Codes apply? □ Yes ☒ No

6.2) Is this a Universal (UNIV) waste or a Recyclable Good (RG)? □ UNIV ☒ RG □ N/A

6.3) Is this waste used oil as defined by 40 CFR Part 279?
   a) if yes, is the total halogen content of the used oil waste stream greater than 1,000 ppm? □ Yes ☒ No
   b) if yes, what is the source of the halogen content?
       □ This is a metalworking oil/fluid containing chlorinated paraffins.
       □ This is used oil contaminated with chlorofluorocarbons from refrigeration units.
       □ This oil contains halogenated solvents. List specific solvents:
       □ Other, describe:

Section 7 – TSCA Information

7.1) What is the concentration of PCBs in the waste? □ None □ 0-49 ppm □ 50-499 ppm ☒ 500+ ppm

7.2) Does the waste contain PCB contamination from a source with a concentration > 50 ppm? ☒ Yes □ No □ Unknown
   If you answered “none” or “0-49 ppm” to 7.1 and “no” to 7.2, please proceed to Section 8.

7.3) Has this waste been processed into a non-liquid form?
   □ Yes* ☒ No
   *If yes, what was the concentration of PCBs prior to processing?
     □ 0-49 ppm □ 500+ ppm

7.4) Is this non-liquid PCB waste in the form of soil, rags, debris, or other contaminated media? ☒ Yes □ No

7.5) Are you a PCB capacitor manufacturer or a PCB equipment manufacturer? ☒ Yes □ No

7.6) Has the PCB Article (e.g., transformer, hydraulic machine, PCB-contaminated electrical equipment) been drained/flushed of all PCBs and decontaminated in accordance with 40 CFR 761.60(b)? ☒ N/A □ Yes □ No

Section 8 – Clean Air Act Information

8.1) Is this waste subject to regulation under 40 CFR, Part 264, Subpart CC (VOC > 500 ppmw)? ☒ Yes □ No

8.2) Is this waste subject to regulation under 40 CFR, Part 63, Subpart DD (VOCAP > 500 ppmw)? ☒ Yes □ No

8.3) Is the site, or waste, subject to any other NESHAP/MACT standard(s)? ☒ Yes* □ No
   *If Yes this document serves as notification that this waste contains chemicals required to be managed in accordance with Part 61 62 63 Subpart of NESHAP/MACT standards.

8.4) Does this waste stream contain Benzene? ☒ Yes □ No
   If you answered “no” to 8.4, please proceed to Section 9.

8.5) Does the waste stream come from a facility subject to 40 CFR 61, Subpart FF (Benzene NESHAP)? ☒ Yes □ No
   If you answered “no” to questions 8.5, please proceed to Section 9.

8.6) Does your facility manage the waste subject to Benzene NESHAP in a manner other than shipping off-site? ☒ Yes □ No
   If you answered “no” to questions 8.6, proceed to Section 9.

8.7) Is the generating source of this waste a facility with Total Annual Benzene (TAB) >10 Mg/year? ☒ Yes □ No

8.8) Does the waste contain >10% water? ☒ Yes □ No

8.9) What is the TAB quantity for your facility? Mg/Year

8.10) What is the total Benzene concentration in your waste? Percent or ppmw.

Supporting analysis must be attached. Do not use TCLP analytical results. Acceptable laboratory methods include 8020, 8240, 8260, 602 and 624.

Section 9 – Certification

I certify that all information (including attachments) is complete and factual and is an accurate representation of the known and suspected hazards, pertaining to the waste described herein. I authorize EQ’s personnel to add supplemental information to the waste approval file, provided I am contacted and give verbal permission. I authorize EQ’s personnel to obtain a sample from any waste shipment for purposes of verification and confirmation. I agree that, if EQ approves the waste described herein, all such wastes that are transported, delivered, or tendered to EQ by Generator or on Generator’s behalf shall be subject to, and Generator shall be bound by, the attached Standard Terms and Conditions.

If I am an agent acting on behalf of the generator, I also certify that I have permission to sign any and all waste characterization paperwork on the generator’s behalf and that I can produce such certification in writing upon request.

REDEVELOPMENT AUTHORITY CITY OF RACINE

REDEVELOPMENT AUTHORITY CITY OF RACINE

Company

Title

Printed Name

Date

EQ-The Environmental Quality Company

Page 3 of 4

12/12
STANDARD TERMS AND CONDITIONS

The Agreement between the Customer and EQ – The Environmental Quality Company and/or its member companies (hereinafter “EQ”) related to or associated with Delivered Waste, as herein defined, shall be governed by the following Standard Terms and Conditions in addition to the terms and conditions contained in any Waste Profile Form, Customer Approval Receipt Confirmation, Generator Approval Notification, Notice of Waste Approval Expiration, and/or Credit Agreement associated with such Delivered Waste. The Customer may use its standard forms (such as purchase orders, acknowledgments of orders, and invoices) to administer its dealings under this Agreement for convenience purposes, but all provisions thereof in conflict with these terms and conditions shall be deemed stricken.

Definitions

The following definitions shall apply for purposes of this Agreement:

‘Acceptable Waste’ shall mean any hazardous waste, as defined under applicable State or federal law, determined by EQ as acceptable for treatment and/or disposal in accordance with this Agreement.

‘Delivered Wastes’ shall mean all wastes (i) which are transported, delivered, or tendered to EQ by the Customer; (ii) which the Customer has arranged for the transport, delivery or tender to EQ; or (iii) which are transported, delivered, or tendered to EQ under a Credit Agreement between the Customer and EQ.

‘Non-Conforming Wastes’ shall mean wastes that (a) are not in accordance in all material respects with the warranties, descriptions, specifications or limitations stated in the Waste Profile Form and this Agreement; (b) have constituents or components of a type, or concentration not specifically identified in the Waste Profile Form; (i) which increase the nature or extent of the hazard and risk undertaken by EQ in treating and/or disposing of the waste, or (ii) for which treatment and/or disposal a Waste Management Facility is not designed or permitted, or (iii) which increase the cost of treatment and/or disposal of waste beyond that specified in EQ’s price quote; or (c) are not properly packaged, labeled, described, or placarded, or otherwise not in compliance with United States Department of Transportation and United States Environmental Protection Agency regulations.

Control of Operations

EQ shall have sole control over all aspects of the operation of any treatment and/or disposal facility of EQ receiving Delivered Wastes under this Agreement (hereinafter, “Waste Management Facility”), including, without limitation, maintaining EQ’s desired volume of Acceptable Wastes being delivered to any Waste Management Facility by the Customer or any other person or entity.

Identification of Waste

For each waste to be transported, delivered, or tendered to EQ under this Agreement, the Customer shall provide, or cause to be provided, to EQ a representative sample of the waste material and a completed Waste Profile Form containing a physical and chemical description or analysis of such waste material, which description shall conform with any and all guidelines for waste acceptance provided by EQ. On the basis of EQ’s analysis of such representative sample of the waste material and such Waste Profile Form, EQ will determine whether such wastes are Acceptable Wastes. EQ does not make any guarantee that it will handle any waste material or treat or dispose of waste material in a manner to meet the Customer’s need. EQ shall promptly furnish to EQ any information regarding known, suspected or planned changes in the composition of the waste material.

Further, the Customer shall promptly inform EQ of any change in the characteristic or condition of the waste material which becomes known to the Customer subsequent to the date of the Waste Profile Form.

Non-Conforming Wastes

In the event that EQ at any time discovers that any Delivered Waste is Non-Conforming Waste, EQ may reject or revoke its acceptance of the Non-Conforming Waste. The Customer shall have seven (7) days to direct an alternative lawful manner of disposition of the waste, unless it is necessary by reason of law or otherwise to move the Non-Conforming Waste prior to expiration of the seven (7) day period. If the Customer does not direct an alternative disposal, at its option, EQ may return any such Non-Conforming Waste to the Customer, and the Customer shall pay or reimburse EQ for all costs and expenses incurred by EQ in connection with the receipt, handling, sampling, analyses, transportation, or return to the Customer of such Non-Conforming Wastes. If it is impossible or impractical for EQ to return the Non-Conforming Waste to the Customer, the Customer shall reimburse EQ for all costs, of any type or nature whatsoever, incurred by EQ, solely because such Delivered Waste was Non-Conforming Waste (including, but not limited to, all costs associated with any remedial steps necessary, due to the nature of the Non-Conforming Waste, in connection with material with which the Non-Conforming Waste may have been commingled and all expenses and charges for analyzing, handling, locating, preparing for transporting, storing and disposing of any Non-Conforming Waste).

Customer Warranty - Acceptable Wastes

All Delivered Wastes shall be Acceptable Wastes and shall conform in all material respects to the description and specifications contained in the Waste Profile Form. The information set forth in the Waste Profile Form or any manifest, placard or label associated with any Delivered Wastes, or otherwise represented by the Customer or the generator (if other than the Customer), is EQ, and shall be true, accurate and complete as of the date of receipt of the involved waste by EQ.

Customer Warranty - Title to Wastes

Either the Customer or the generator (if other than the Customer) shall hold clear title, free of all liens, claims, encumbrances, and charges to Delivered Waste until such waste is accepted by EQ.

Customer Warranty - Compliance with Laws

The Customer shall comply with all applicable federal, state and local environmental statutes, regulations, and other governmental requirements, as well as directives issued by EQ from time to time, governing the transportation, treatment and/or disposal of Acceptable Wastes, including, but not limited to, all packaging, manifesting, containerization, placarding and labeling requirements.

Customer Warranty - Updating Information

If the Customer receives information that Delivered Waste or other hazardous waste described in the Waste Profile Form, or some component of such waste, presents or may present a hazard or risk to persons, property or the environment which was not disclosed to EQ, or if the Customer or generator (if other than the Customer) has changed the process by which such waste results, the Customer shall promptly report such information to EQ in writing.

Customer Indemnity

The Customer shall indemnify, defend and hold harmless EQ, and its affiliated or related companies, and all of their respective present or future officers, directors, shareholders, employees and agents from and against any and all losses, damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including, but not limited to, reasonable costs of defense, settlement, and reasonable attorneys’ fees), which may be asserted against any or all of them by any person or any governmental agency, or which any or all of them may hereafter suffer, incur, be responsible for or pay out, as a result of or in connection with bodily injuries (including, but not limited to, death, sickness, disease and emotional or mental distress) to any person (including EQ’s employees), damage (including, but not limited to, loss of use) to any property (public or private), or any requirements to conduct or incur expense for investigative, removal or remedial expenses in connection with contamination of or adverse effect on the environment, or any violation or alleged violation of any statutes, ordinances, rules or regulations of any governmental entity or agency, caused or arising out of (a) the breach of this Agreement by the Customer or the generator, (b) the failure of any warranty of the Customer to be true, accurate and complete, or (c) any willful or negligent act or omission of the Customer, or its employees or agents in connection with the performance of this Agreement.

Force Majeure

EQ shall not be liable for any failure to accept, receive, handle, treat, and/or dispose of Delivered Waste due to an act of God, fire, casualty, flood, war, strike, lockout, labor trouble, failure of public utilities, equipment failure, facility shutdown, injunction, accident, epidemic, riot, insurrection, destruction of generation or transportation facilities, the inability to obtain materials, equipment, or sufficient personnel or energy in order to meet operating needs without the necessity of allocation, the failure or inability to obtain any governmental approvals or to meet Environmental Requirements (including, but not limited to voluntary or involuntary compliance with any act, exercise, assertion, or requirement of any governmental authority) which may temporarily or permanently prohibit operations of EQ, the Customer, or the Generator, or any other circumstance beyond the control of EQ which prevents or delays performance of any of its obligations under this Agreement.

Governing Laws

This Agreement shall in all respects be governed by and shall be construed in accordance with the laws of the State of Michigan applied to contracts executed and performed wholly within such state.

Bulk Disposal Charges

Quoted bulk disposal charges for solid materials will be billed by the cubic yard, if the waste density is less than 2,000 lbs/cubic yard, then bulk disposal charges will be billed by the ton, regardless of the approved container.
ATTACHMENT 4
APPROVED WASTE PROFILE – KESTREL HAWK
RECYCLING AND DISPOSAL FACILITY
Requested Disposal Facility: 3063 Kestrel Hawk Park Landfill WI

I. Generator Information

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generator Name</td>
<td>Redevelopment Authority of the City of Racine</td>
</tr>
<tr>
<td>Generator Site Address</td>
<td>1425 North Memorial Drive</td>
</tr>
<tr>
<td>City</td>
<td>Racine</td>
</tr>
<tr>
<td>County</td>
<td>Racine</td>
</tr>
<tr>
<td>State</td>
<td>Wisconsin</td>
</tr>
<tr>
<td>Zip</td>
<td>53403</td>
</tr>
<tr>
<td>State ID/Reg No</td>
<td>State Approval/Waste Code: (if applicable) NAICS #:</td>
</tr>
<tr>
<td>Generator Mailing Address</td>
<td>730 Washington Avenue, Suite 160</td>
</tr>
<tr>
<td>City</td>
<td>Racine</td>
</tr>
<tr>
<td>County</td>
<td>Racine</td>
</tr>
<tr>
<td>State</td>
<td>Wisconsin</td>
</tr>
<tr>
<td>Zip</td>
<td>53403</td>
</tr>
<tr>
<td>Generator Contact Name</td>
<td>Amy Connolly</td>
</tr>
<tr>
<td>Phone Number</td>
<td>(262) 636-9151</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:amy.connolly@cityofracine.org">amy.connolly@cityofracine.org</a></td>
</tr>
</tbody>
</table>

II. Billing Information

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill To</td>
<td></td>
</tr>
<tr>
<td>Billing Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Email</td>
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</tbody>
</table>

III. Waste Stream Information

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Waste</td>
<td>Contaminated soil - RSC South Lot</td>
</tr>
<tr>
<td>Process Generating Waste</td>
<td>Excavation of contaminated soil. Contamination thought to be related to former transformer. Remedial action on this part of the site is being conducted under Wisconsin Administrative Code NR 700.</td>
</tr>
<tr>
<td>Type of Waste</td>
<td>☑ INDUSTRIAL PROCESS WASTE ☑ POLLUTION CONTROL WASTE</td>
</tr>
<tr>
<td>Physical State</td>
<td>☑ SOLID ☑ SEMI-SOLID ☑ POWDER ☑ LIQUID</td>
</tr>
<tr>
<td>Method of Shipment</td>
<td>☑ BULK ☑ DRUM ☑ BAGGED ☑ OTHER</td>
</tr>
<tr>
<td>Estimated Annual Volume</td>
<td>190 Tons</td>
</tr>
<tr>
<td>Frequency</td>
<td>☑ ONE TIME ☑ ONGOING</td>
</tr>
<tr>
<td>Disposal Consideration</td>
<td>☑ LANDFILL ☑ SOLIDIFICATION ☑ BIOREMEDIATION</td>
</tr>
</tbody>
</table>

IV. Representative Sample Certification

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the representative sample collected to prepare this profile and laboratory analysis, collected in accordance with U.S. EPA 40 CFR 261.20(c) guidelines or equivalent rules?</td>
<td>☑ YES or ☐ NO</td>
</tr>
<tr>
<td>Type of Sample</td>
<td>☑ COMPOSITE SAMPLE ☑ GRAB SAMPLE</td>
</tr>
<tr>
<td>Sample Date</td>
<td>as noted below</td>
</tr>
<tr>
<td>Sample ID Numbers</td>
<td>BSL-02, BSL-03, BSL-05, BSL-06, BSL-07, BSL-10, BSL-11 from 5/1/2017, all sample depths apply; T3 from 7/30/2012, all sample depths apply; T10, T11 from 10/8/2012, all sample depths apply; SB-15 (0-1.5) from 9/16/2013; and non-TSCA Composite sample (Lab ID 40175682001) from 9/11/2018 Site conditions have not changed on this site over the period that the above samples have been collected. The site has been secured and vacant since 2012. As such this data is still representative.</td>
</tr>
</tbody>
</table>
### V. Physical Characteristics of Waste

<table>
<thead>
<tr>
<th>Characteristic Components</th>
<th>% by Weight (range)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil</td>
<td>100</td>
</tr>
</tbody>
</table>

### Attach Laboratory Analytical Report (and/or Material Safety Data Sheet) Including Chain of Custody and Required Parameters Provided for this Profile

- Does this waste or generating process contain regulated concentrations of the following Pesticides and/or Herbicides: Chlordane, Endrin, Heptachlor (and its epoxides), Lindane, Methoxychlor, Toxaphene, 2,4-D, or 2,4,5-TP Silvex as defined in 40 CFR 261.33? [YES or NO]

- Does this waste contain reactive sulfides (greater than 500 ppm) or reactive cyanide (greater than 250 ppm)? [YES or NO]

- Does this waste contain regulated concentrations of Polychlorinated Biphenyls (PCBs) as defined in 40 CFR Part 761? [YES or NO]

- Does this waste contain concentrations of listed hazardous wastes defined in 40 CFR 261.31, 261.32, 261.33, including RCRA F-Listed Solvents? [YES or NO]

- Does this waste exhibit a Hazardous Characteristic as defined by Federal and/or State regulations? [YES or NO]

- Does this waste contain regulated concentrations of 2,3,7,8-Tetrachlorodibenzodioxin (2,3,7,8-TCCD), or any other dioxin as defined in 40 CFR 261.31? [YES or NO]

- Is this a regulated Radioactive Waste as defined by Federal and/or State regulations? [YES or NO]

- Is this a regulated Medical or Infectious Waste as defined by Federal and/or State regulations? [YES or NO]

- Is this waste a reactive or heat generating waste? [YES or NO]

- Does the waste contain sulfur or sulfur by-products? [YES or NO]

- Is this waste generated at a Federal Superfund Clean Up Site? [YES or NO]

- Is this waste from a TSD facility, TSD like facility or consolidator? [YES or NO]

### VI. Certification

I hereby certify that to the best of my knowledge and belief, the information contained herein is a true, complete and accurate description of the waste material being offered for disposal and all known or suspected hazards have been disclosed. All Analytical Results/Material Safety Data Sheets submitted are truthful and complete and are representative of the waste.

I further certify that by utilizing this profile, neither myself nor any other employee of the company will deliver for disposal or attempt to deliver for disposal any waste which is classified as toxic waste, hazardous waste or infectious waste, or any other waste material this facility is prohibited from accepting by law. I shall immediately give written notice of any change or condition pertaining to the waste not provided herein. Our company hereby agrees to fully indemnify this disposal facility against any damages resulting from this certification being inaccurate or untrue.

I further certify that the company has not altered the form or content of this profile sheet as provided by Republic Services Inc.

**Executive**

Amy Connolly, Director

**Authorized Representative Name And Title (Type or Print)**

**Authorized Representative Signature**

**Redevelopment Authority of the City of Racine**

**Company Name**

**July 22, 2019**

**Date**

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