

#### DANE COUNTY DEPARTMENT OF PUBLIC WORKS, HIGHWAY AND TRANSPORTATION

#### SOLID WASTE DIVISION 1919 ALLIANT ENERGY CENTER WAY MADISON, WISCONSIN 53713

#### REQUEST FOR PROPOSALS NO. 312011 ENGINEERING SERVICES FOR LANDFILL EXPANSION

#### DANE COUNTY LANDFILL SITE #2 7102 U.S. HIGHWAY 12 & 18 MADISON, WISCONSIN

Due Date / Time: THURSDAY, JUNE 28, 2012 2:00 P.M. Location: PUBLIC WORKS OFFICE

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

JOHN WELCH PROJECT MANAGER TELEPHONE NO.: 608/516-4154 FAX NO.: 608/267-1533

E-MAIL: WELCH@COUNTYOFDANE.COM



## DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

1919 Alliant Energy Center Way • Madison, Wisconsin 53713 Phone: (608) 266-4018 • Fax: (608) 267-1533

Commissioner / Director Gerald J. Mandli

May 31, 2012

#### INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 312011 to provide professional engineering design services for Engineering Services for Landfill Expansion for the Rodefeld Landfill Site. The Proposals are due on or before **2:00 PM**, **Thursday**, **June 28**, **2012**.

#### SPECIAL INSTRUCTIONS

Please be sure to submit one unbound original and four bound copies of the entire proposal package. To return your proposal, please follow these instructions:

- 1. Place the signed Signature Page on top as page 1.
- 2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
- 3. Place the Requested Services and Business Information after Fair Labor Practices Certification.
- 4. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:

"Proposal No. 312011

Engineering Services for Landfill Expansion

2:00 PM, Thursday, June 28, 2012"

Mail to:

Dane County Solid Waste Division

Attention: John Welch

1919 Alliant Energy Center Way

Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call John Welch at 608/516-4154 or send email to welch@countyofdane.com.

#### **DOCUMENT INDEX FOR RFP NO. 312011**

#### PROPOSAL REQUIREMENTS

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Invitation to Propose (Legal Notice)

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Requested Services and Business Information

Sample Agreement for Professional Services

Sample Agreement for Professional Services Schedules

Appendices

- A. Initial Site Investigation request letter and map
- B. Map of completed borings and existing monitoring wells
- C. Topographic map
- D. Maps illustrating extents of partial Wetland Delineation

RFP No. 312011 rev. 02/12

#### **LEGAL NOTICE**

#### INVITATION TO PROPOSE

Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

#### 2:00 P.M., THURSDAY, JUNE 28, 2012 REQUEST FOR PROPOSALS NO. 312011

#### ENGINEERING SERVICES FOR LANDFILL EXPANSION

DANE COUNTY SANITARY LANDFILL SITE #2 7102 U.S. HIGHWAY 12 & 18 MADISON, WISCONSIN 53718

Dane County is inviting Proposals for professional engineering services related to a proposed expansion of its landfill at 7102 Hwy. 12 & 18, Madison, WI 53718. Includes all work associated with Initial Site Report, Feasibility Report, and Plan of Operation.

A Request for Proposal package may be obtained at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from <a href="https://www.danepurchasing.com/rfps.aspx">www.danepurchasing.com/rfps.aspx</a>. Please call John Welch at 608-267-8815 for additional information.

All Proposers must be a registered vendor with Dane County and pay an annual registration fee before proposal opening date and time listed above. Complete Vendor Registration Form at www.danepurchasing.com or obtain one by calling 608-266-4131.

PUBLISH: MAY 31 & JUNE 7, 2012 – WISCONSIN STATE JOURNAL

MAY 31 & JUNE 7, 2012 – THE DAILY REPORTER

# CONSTRUCTION OF THE PROPERTY O

#### **SIGNATURE PAGE**

### County of Dane DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

Room 425, City-County Building 210 Martin Luther King, Jr. Blvd. Madison, Wisconsin 53703 (608) 266-4131

COMMODITY / SERVICE: Eng	oineering Services for La	ndfill Ex	nansion		
REQUEST FOR PROPOSAL NO.: PROPOSAL DUE DATE: B		BID BO	OND:	PERFORMANCE BOND	
312011	06/28/2012		N/A	N/A	
THE UNDERSIGNED, SUBM REQUIREMENTS OF THE A ATTACHED PROPOSAL AN	WITHOUT SIGNATURE IITTING THIS PROPOSAL, HERE BOVE REFERENCED REQUEST D PRICING ARE IN CONFORMI R REQUIRED: (Do Not Type or	EBY AGREE FOR PROPO TY THEREV	OSAL, AND DECI		
CUDMITTED DV (T. 1)					
SUBMITTED BY: (Typed Nar	ne)		TELEPHONE: (Include Area Code)		
COMPANY NAME:		l			
ADDRESS: (Street, City, State	, Zip Code)				
CONTI	RACT COMPLIANCE F	PROGRA	M WORKSI	HEET	
A Dona County has an a	established Contract Comm	oliones Da	ogram that an	courages terrested	
A. Dane County has an established Contract Compliance Program that encourages targeted groups identified below to do business with Dane County, and requires Dane County to					
actively solicit bids fr		ne County	y, and require	S Dane County to	
	r response to this worksho	eet will be	entered in th	e Purchasing	
Division's Advanced Procurement Systems database to provide data that will be valuable to Dane County's Contract Compliance Program as well as establishing computerized bidder					
lists for future solicitations. All vendors will be added to the database whether or not they					
qualify as a targeted b				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
		re abbrev	iated definition	ons of ethnic and groun	
C. <b>Contract Compliance Program:</b> Following are abbreviated definitions of ethnic and group codes used by Contract Compliance Program. See reverse side for full definitions:					
<u> </u>	taged Business Enterprise				
2. MBE Minority Business Enterprise					
3. WBE Women I					
4. ESB Emerging	Small Business				
D. Please select category / categories that best describe your business by marking letter for each					
column in box provid	ed at bottom of column:				
M MBE H H W WBE N	African American Hispanic American Native American / American I Asian Pacific American	]	L Male I F Female	E ESB	
I ——	Asian-Indian American				
\( \psi \)	AIIOIMII I AIIIOI IOMII		<b>l</b> 1	•	
				]	
E. I hereby certify that a	ll of the above information	n given is	true. If no ca	ategory / categories are	

(over)

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

marked, I do not meet the requirements for any of the targeted groups.

Signature:

#### DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

#### A. **Disadvantaged Business Enterprise (DBE):** A small business concern:

- 1. Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantages individuals; and
- 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3. Socially and Economically Disadvantaged Individuals:
  - a) Any person having a current Section 8 (a) Certification from the Small Business Administration is considered socially and economically disadvantaged.
  - b) Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
    - 1) Women;
    - 2) Black Americans, which includes persons having origins in any of the black racial groups of Africa;
    - 3) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - 4) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - 5) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
    - 6) Asian-Indian Americans, which includes persons who origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.
- B. **Minority Business Enterprise (MBE):** A minority person(s) owned and controlled independent and valid business concern. A minority person(s) must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- C. Women Owned Enterprise (WBE): A woman or women owned and controlled independent and valid business concern. A woman or women must own fifty-one percent (51%) of the business and must control the management daily operation of the business.

#### D. Emerging Small Business (ESB):

- 1. An independent business concern that has been in business for at least one (1) year.
- 2. Business is located in the State of Wisconsin.
- 3. Business is comprised of less than twenty-five (25) employees.
- 4. Business must not have gross sales in excess of three million over the past three (3) years.
- 5. Business does not have a history of failing to complete projects.

#### THIS PAGE IS FOR PROPOSERS' REFERENCE AND NEED NOT BE SUBMITTED WITH PROPOSAL.

#### PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:

#### DANE COUNTY VENDOR REGISTRATION PROGRAM

Any person proposing on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Complete a Vendor Registration Form at:

www.danepurchasing.com/registration
or obtain one by calling 608/266-4131.

#### **EQUAL BENEFITS REQUIREMENT**

By submitting a Proposal, the contractor / consultant acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor / Consultant shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. For more information: <a href="https://www.danepurchasing.com/partner\_benefit.aspx">www.danepurchasing.com/partner\_benefit.aspx</a>

#### FAIR LABOR PRACTICES CERTIFICATION

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER,

Print	ed or Typed Name and Title			
Offic	ter or Authorized Agent Signature	Date		
	been found by the National Labor Relations Board ("N Employment Relations Commission ("WERC") to have violate regarding labor standards or relations in the seven years prior to Certification.	d any statute or regulation		
	not been found by the National Labor Relations Board Employment Relations Commission ("WERC") to have violate regarding labor standards or relations in the seven years prior to Certification.	d any statute or regulation		
В.	at BIDDER, APPLICANT or PROPOSER has (check one):			
	APPLICANT or PROPOSER, which has a submitted a proposa contract with the county of Dane.	ll, bid or application for a		

**NOTE:** You can find information regarding the violations described above at: <a href="www.nlrb.gov">www.nlrb.gov</a> and <a href="www.nlrb.gov">werc.wi.gov</a>.

For reference, Dane County Ordinance 25.11(28)(a) is as follows:

Printed or Typed Business Name

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.

#### PROJECT SUMMARY AND SCOPE OF WORK

#### I. PROJECT SUMMARY

Dane County seeks Engineering and Architecture services related to a proposed expansion of the current Rodefeld landfill. The waste limits will be extended Eastward in order to extend the functional life of the facility. Conceptual limits of the expansion are illustrated in the plan attached as part of **Appendix A**. The work required and described in the <u>SCOPE OF WORK</u> includes the necessary reporting to gain approval from the DNR and completion of a design and operation plan for the expansion of the landfill. Dane County would like to complete this work as quickly as possible. Proposed schedule and any time-saving measures will be weighed heavily in the award of this project. There will be an optional site visit June 18, 2012 at 9:00 AM CST at the Rodefeld Landfill.

#### II. GENERAL REQUIREMENTS

#### A. SCOPE OF WORK

- 1. Contractor shall furnish all labor, materials, equipment, and services necessary to complete the given reports and perform the necessary tests required for the completion of the reports.
- 2. The work requirements are grouped into three phases, to be completed sequentially:
  - a. **Phase I** Completion of two preliminary design alternatives and completion of Initial Site Report (ISR) per NR 509.
  - b. **Phase II** Completion of Feasibility Report (FR) and plan set per NR 512
  - c. **Phase III** Completion of Plan of Operation Report (POO) and Plan Set per NR 514
- 3. Meetings and Communications
  - a. Prepare monthly status reports including budget status (by major task), work completed in past month, work planned for next month, problems or issues to be resolved.
  - b. Attend meetings described in following sections.
- 4. Provide schedule for completion of individual items under **Phase II**, **Phase II** and **Phase III**.

5. Local Approvals Assistance. Dane County will take the lead on all local approvals and Negotiated Agreements. Contractor will be required to provide assistance with document and report preparation as necessary. Work under this section will be done on a Time and Materials basis. For budgetary purposes, proposal pricing shall include an allowance for this work equal to 15% of **Phase I** and **Phase II** base bid pricing and 15% of allowances for WDNR requests referenced in Section III.A.5.c (**Phase I** section 5.c) and Section III.B.6.c (**Phase II** section 6.c).

#### **B. DOCUMENT SUBMITTALS**

In addition to the required hard copies, every document must also be submitted in digital format as outlined in the attached Sample Agreement.

#### C. ENGINEER

The Engineer shall be the Dane County Public Works Department.

#### D. DAMAGES

The Contractor shall repair any and all damage to the monitoring points, buildings, grounds or equipment of Dane County by his operations or personnel at no expense to Dane County.

#### E. LABORATORY CERTIFICATION

Contractor shall be aware that the Department of Natural Resources requires that all water quality tests specified in this RFP be conducted by a certified laboratory as defined in ss 144.95(1)(b) Wisc. Stats.

#### F. INFORMATION TO BE PROVIDED WITH THE RFP

The Contractor shall furnish all required information as indicated in the Requested Services and Business Information section of this RFP.

#### III. PHASE DETAILS

#### A. Phase I

Includes completion of two preliminary design alternatives and completion of an Initial Site Report (ISR) for submittal to the Wisconsin Department of Natural Resources (WDNR). With regard to the ISR, the Initial Site Investigation (ISI) as outlined in NR 509.04 has already been submitted by Dane County and has been included as **Appendix B**.

- 1. Kickoff Meeting. This meeting will be used to discuss the conceptual design included in the proposal and expectations for the two preliminary design alternatives to be supplied by the contractor.
- 2. Preliminary Design Alternatives. The contractor shall supply Dane County with two preliminary designs for the landfill expansion. Both designs shall include text outlining:
  - a. Basic design concepts
  - b. Total added waste capacity

And plan sets illustrating:

- c. Footprint
- d. Base grades
- e. Leachate collection system
- f. Final grades
- g. Stormwater and surface water control elements
- h. Alternative site entrance and scalehouse on County Rd AB.
- 3. Intermediate Design Meeting. This meeting will be used to discuss the preliminary designs and determine which design (or which elements from either design) will be used for the ISR work.
- 4. Additional Meetings
  - a. As applies to completion of the ISR
  - (1) Kickoff meeting
  - (2) 25% meeting
  - (3) 50% meeting
  - (4) 90% meeting
  - b. Assume two WDNR/Public meetings during this phase
- 5. Initial Site Report
  - a. Prepare draft ISR per NR 509
  - b. Revise based on client comments and submit final to WDNR and others (total 10 copies)
  - c. Address additional requests for information from WDNR following submittal of ISR. Work will be done on a Time and Materials basis. For

budgetary purposes proposal pricing shall include an allowance for this work equal to 10% of **Phase I** Base Bid.

#### B. Phase II

Includes completion of a Feasibility Report (FR). Completion is dependent on specific testing and monitoring measures that are described below and for which the contractor is independently responsible. It is also the decision of the County that given the quantity of existing geotechnical information available, completion of the geotechnical analysis described in NR 512.09 and NR 512.10 will not be necessary and the contractor shall be responsible for drafting an Alternative Geotechnical Investigation Program (AGIP). A map of existing monitoring wells and completed boring locations is included in **Appendix B**. Proposals shall include the proposed number and locations of wells and borings that will be added and that were used to determine the bid price. Dane County already has an approved soil borrow site for clay and, should the need arise for approval of an additional borrow source, Dane County will be responsible for that approval. Dane County will make all soil borrow site information available to the successful contractor. Dane County has also completed a flyover of the landfill site. The topographic map from that flyover is included as **Appendix C**.

- 1. Alternative Geotechnical Investigation Program
  - a. Compile existing information and evaluate for use in feasibility investigation
  - b. Prepare draft AGIP per NR 512.085
  - c. Revise based on client comments and submit final to WDNR
- 2. Geotechnical Investigation and Baseline Monitoring for FR
  - a. Complete geotechnical field investigation for the AGIP
  - b. Perform slug tests and analyze results
  - c. Survey well and boring locations and elevations
  - d. Complete geotechnical lab testing and tabulate results
  - e. Prepare required boring/well documentation forms
  - f. Complete baseline monitoring as required for FR-4 rounds of water quality and 6 rounds of water levels tabulate results and prepare CD for GEMS submittal
  - g. Complete analytical lab testing and tabulate results
- 3. Wetland Delineation and Practicable Alternatives Analysis. Contractor shall complete a wetland delineation and Practicable Alternative Analysis. A Wetland Delineation was completed for a portion of the landfill site by Dane County in 2009. Maps noting the locations of this Wetland Delineation are included in **Appendix D**. The full report will be made available to the successful contractor.

4. Exemptions. The contractor is responsible for requesting any applicable exemptions. Dane County has determined that, depending on expansion design, it will likely be necessary to file for an exemption under NR 504.04 (3) (f) relating to proximity of private wells. Proposals should include this and any additional exemptions determined necessary by the bidder and used to determine bid price.

#### 5. Meetings

- a. As applies to completion of the FR
- (1) Kickoff meeting
- (2) 25% meeting
- (3) 50% meeting
- (4) 90% meeting
- b. Assume two WDNR/Public meetings during this phase
- 6. Feasibility Report and Plan Set
  - a. Prepare draft FR and Plan Set per NR 512
  - b. Revise based on client comments and submit final to WDNR and others (total 10 copies)
  - c. Address additional requests for information from WDNR following submittal of ISR. Work will be done on a Time and Materials basis. For budgetary purposes proposal pricing shall include an allowance for this work equal to 10% of **Phase II** Base Bid.

#### C. Phase III

Includes completion of a Plan of Operation Report (POO) and Closure Plans for Landfill.

- 1. Baseline Monitoring for POO
  - a. Complete baseline monitoring as required for POO 4 rounds of water quality and 4 quarterly rounds of water levels tabulate results and prepare CD for GEMS submittal
  - b. Calculate preventive action limits (PALs) and alternative concentration limits (ACLs)
- 2. POO and Plan Set
  - a. Prepare draft Plan of Operation Report per NR 514
  - b. Revise based on client comments and submit final to WDNR and others (total 10 copies)
  - c. Address additional requests for information from WDNR following submittal of POO. Work will be done on a Time and Materials basis. For

budgetary purposes proposal pricing shall include an allowance for this work equal to 10% of **Phase III** Base Bid.

#### 3. Meetings

- a. As applies to completion of the POO
- (1) Kickoff meeting
- (2) 25% meeting
- (3) 50% meeting
- (4) 90% meeting
- b. Assume two WDNR/Public meetings during this phase

#### IV. AVAILABLE DATA

A. Relevant past reports. The following documents are available for review at the Dane County Public Works Division office:

1919 Alliant Energy Center Way Madison, WI 53713

If interested in reviewing the documents, bidders must schedule a review time with Dane County. These documents will not be allowed to leave the office during the bidding period and Dane County will not supply interested bidders with copies. The documents will, however, be made available to the successful bidder for use in completion of the contract.

- 1. Initial Site Report prepared for Dane County Landfill Expansion Rodefeld #2 (Project #18543), August 1991
- 2. Feasibility Report prepared for Dane County Landfill Expansion Rodefeld #2 (Project #18543), October 1992
- 3. Plan of Operation prepared for Dane County Landfill Expansion Rodefeld #2 (Project #18543), November 1993
- 4. Soil borrow site map and data
- 5. Partial site Wetland Delineation Report, October 6, 2009
- B. Included Information. The following documents are included with this RFP as appendices for use in completion of the proposal.
  - 1. **Appendix A** Initial Site Investigation request letter and map
  - 2. **Appendix B** Map of completed Borings and existing monitoring wells
  - 3. **Appendix C** Topographic Map(Digital copy available upon request)
  - 4. **Appendix D** Maps illustrating extents of partial Wetland Delineation completed October 6, 2009

#### REQUESTED SERVICES AND BUSINESS INFORMATION

- A. Dane County is inviting proposals for providing professional engineering services for the completion of an Initial Site Report, Feasibility Report, and Plan of Operation for expansion of the Rodefeld Landfill in Dane County, WI.
- B. Interested consultants are requested to submit the following information in their proposal, in nine (9) clearly distinct sections or divisions:
  - Description of firm's qualifications, experience, organization and resources. This
    description must pay specific attention to the programming, planning and design of
    similar facilities. Description must include:
    - a) Overview/history of firm.
    - b) Resumes describing the professional affiliations, educational and work experiences for each of the key staff (including sub-contractors) that would be assigned to this Work; these key staff shall retain project involvement and oversight throughout the course of the Work.
    - c) Identify from what location your firm will provide services to the County.
  - 2. Listing of at least three study and construction projects completed by firm that are similar to the one being proposed. Listing shall include for each project:
    - a) Brief description of the project including services provided (e.g., ISI, ISR, FR, geotechnical analysis, etc.);
    - b) Detail the proposing company's specific role(s) in the project;
    - c) Project references (name of the organization, contact person or responsible official, address, telephone and fax numbers, e-mail address). Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references may be provided to the evaluation team and used in scoring the written proposals;
    - d) Description of project results;
    - e) Start and end dates of services; and
    - f) Specific details of originally proposed project budget and time of completion and final (actual) project budget and time of completion.
  - 3. Description of programming, planning and design techniques to be used in approaching the Work. Close attention will be paid to the A/E firm's knowledge and understanding of:
    - a) Landfill design
    - b) Landfill gas extraction systems
    - c) State, federal, and local regulations, statues and codes related to landfill implementation and solid waste disposal
    - d) The WDNR approval process
    - e) Local Negotiated Agreements process
  - 4. Specific information used in compiling bid prices.
    - a) Number and locations of proposed borings and wells to be used for completion of
       Phase II and Phase III as mentioned in the Scope of Work section III.B (Phase II)
       header paragraph.
    - b) Any exemptions that the bidder expects to file for as mentioned in **Scope of Work** section III.B.4 (Exemptions).
    - c) Allowances

- 5. Listing of other consultants who will participate in this Work, their specific roles, and their area of expertise.
- 6. Proposed schedule for the Initial Site Report, Feasibility Report, and Operation Report, using a theoretical start date of August 27, 2012. This schedule must include a breakdown showing estimated work hours or percentage of work by key staff for the individual sections/tasks of each phase.

#### 7. Pricing Proposal

- a) Three (3) fees for services: A) stated as fixed fee for **Phase I**; B) stated as fixed fee for **Phase II**; and C) stated as fixed fee for **Phase III**. These fixed fees shall include all costs described in #4 above. Fixed fees include all costs necessary to perform the Work, including meetings, data gathering, designs, processing, subcontractors, equipment and materials, construction administration, profit and mark-up, reproducing and mailing Drawings and Reports, and on and off site testing. Reimbursable expenses will only be paid for services provided under the allowances. All other reimbursable expenses are to be included in the Base Bid fee for each Phase.
- b) Time and Material rate schedule for all work not included in Base Bid and all Work to be done under the allowances.
- 8. State clearly any limitations you wish to include in Agreement and advise of any conditions that you may have.
- 9. Conceptual design of the proposed expansion. This design must include:
  - a) Waste limits
  - b) Expansion limits over existing waste
  - c) Base grade
  - d) Final grade
  - e) Surface water control elements
- C. Proposing consultants will be evaluated on this criteria:

Schedule		35%
Project Experience & References		30%
Project Personnel & Staff Availability		20%
Pricing		<u>15%</u>
-	Total	100%

D. Listed below are specific and estimated dates and times of events related to this RFP. The events with specific dates must be completed as indicated unless otherwise changed by Dane County. In the event that Dane County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
May 31, 2012	RFP issued
June 18, 2012 @ 9:00 a.m.	Optional site visit
June 21, 2012 @ 2:00 p.m.	Written inquiries due
June 22, 2012	Last Addendum (if necessary)
June 28, 2012 @ 2:00 p.m.	Proposals due

July 9-11, 2012 (estimated) Oral presentations / interviews for invited

proposing companies

July 17, 2012 Notification of intent to award sent out

August 27, 2012 Contract start date

E. One unbound original and **four** bound copies of the entire proposal should be sent to the following address:

Dane County Solid Waste Division

Attention: John Welch

1919 Alliant Energy Center Way

Madison, WI 53713

- F. Information regarding this project may be obtained from John Welch, Project Manager, 608/267-8815. Proposers must submit all questions in writing by June 21, 2012 to the following email address: <a href="welch@countyofdane.com">welch@countyofdane.com</a>. All responses to questions will be posted on the Dane County web site, <a href="www.countyofdane.com/pwht/bid/logon.aspx">www.countyofdane.com/pwht/bid/logon.aspx</a>, in the form of Addenda.
- G. If RFP documents are obtained from the Dane County web site, proposing company is responsible to check back regularly at the web site for Addenda.
- H. All Proposals must be submitted by 2:00 P.M. CST, Thursday, June 28, 2012.
- I. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Proposals will be received and reviewed in two separate phases. Proposals must be submitted to Dane County by 2:00 pm CST, June 28, 2012. Upon completing the review of proposals (Phase 1), Dane County will inform respondents of the status of their proposal. Proposers whose proposals are reviewed favorably by Dane County may be asked to submit more detailed information (Phase 2) either in writing, in a meeting with Dane County and their technical representatives, or by touring proposer's existing facilities. Those appearing for an interview or a meeting shall be prepared to discuss their approach for the design and completion of this Work, a timetable, and the basis of their fee schedule.
- J. The contract is for Phase I, Phase II, and Phase III. Completion of Phase I does not obligate Dane County to proceed with Architect / Engineer to later phases. Dane County may terminate this Agreement at completion of Phase I. This also applies to the completion of Phase II. Completion of Phase II does not obligate Dane County to proceed with Architect / Engineer to Phase III. Dane County may terminate this Agreement at completion of Phase II. Adherence to the Schedule will be one component of Dane County's decision in whether to continue with the Work or terminate the contract.
- K. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. The commencement of negotiations between any proposer and Dane County does not create or imply any commitment by Dane County to enter into an agreement with that proposer.
- L. Selection of successful Proposer will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal opening.

- M. Dane County reserves the right, without qualification and in its sole discretion, to reject any and/or all proposals or to waive any informality, technicality or deficiency in proposals received. Dane County reserves the right to consider proposals or alternatives outside of this solicitation. In addition, Dane County reserves the right, in its sole discretion, to modify or waive any of the criteria contained herein and/or the process described herein. Those who submit proposals agree to do so without recourse against Dane County for either rejection or failure to execute a contract for any reason.
- N. Dane County is an Equal Opportunity Employer.
- O. All costs of proposal development are to be borne by the Proposer. Dane County will not reimburse any Proposer for costs incurred in responding to this RFP or for the costs incurred during any subsequent negotiations.

## AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR THE DANE COUNTY LANDFILL EXPANSION IN MADISON, WISCONSIN

#### RFP NO. 312011

**THIS AGREEMENT,** made and entered into as of date by which authorized representatives of both parties have affixed their signatures, is by and between County of Dane (hereafter referred to as "OWNER") and [A/E or Consultant Company Name] (hereafter, "ARCHITECT / ENGINEER").

WHERAS, OWNER intends to obtain approvals for expansion of the Dane County Sanitary

Landfill Site #2 in Madison WI; and

WHERAS, OWNER desires to enter into an Agreement with ARCHITECT / ENGINEER for provision of ARCHITECT / ENGINEER'S services;

NOW, THEREFORE, in consideration of above recitals and mutual covenants of parties, receipt and sufficiency of which is acknowledged by each party for itself, parties do agree as follows:

#### **ARTICLE 1**

#### ARCHITECT / ENGINEER'S SERVICES

#### **BASIC SERVICES**

(1) ARCHITECT / ENGINEER'S Basic Services with respect to supplying Engineering Services for Landfill Expansion (hereinafter, "the Project") shall be as set forth in Schedule A. Schedules are attached hereto, and shall consist of project phases described below, including all usual and customary architectural and engineering, services incidental to and generally associated with provision of those services expressly enumerated in this Agreement and Schedule A.

(2) ARCHITECT / ENGINEER shall not be responsible for providing services not included in this Agreement and not customarily furnished in accordance with generally accepted architectural / engineering practices.

#### PHASE I: PRELIMINARY DESIGN ALTERNATIVES AND INITIAL SITE REPORT

- (3) ARCHITECT / ENGINEER shall obtain from OWNER information and materials necessary to ascertain scope of this section of the Project and shall verify with OWNER program and functional requirements of this section of the Project.
- ARCHITECT / ENGINEER shall prepare: 1) two different preliminary design sets; and 2) an Initial Site Report (ISR) per NR 509 consisting of text, drawings and other documents illustrating scale and relationship of the Project components. Draft version of ISR shall be submitted to OWNER for review, modifications, and written approval. Only after OWNER's requested modifications have been made shall ARCHITECT / ENGINEER submit the final ISR to WDNR and others (total 10 copies).
- (5) Should any additional requests for information arise from WDNR following submittal of ISR, ARCHITECT / ENGINEER shall address those requests.
- (6) ARCHITECT / ENGINEER shall attend meetings as specified in the attached Schedule A.
- (7) ARCHITECT / ENGINEER shall carry out all necessary testing, monitoring, and investigating required for completion of this phase.

#### PHASE II: FEASIBILITY REPORT

(8) ARCHITECT / ENGINEER shall obtain from OWNER information and materials necessary to ascertain scope of this section of the Project and shall verify with OWNER program and functional requirements of this section of the Project.

- (9) Based on information, materials and requirements as verified by OWNER,
  ARCHITECT / ENGINEER shall prepare: an Alternative Geotechnical Investigation Report
  (AGIS) per NR 512. Draft version of AGIS shall be submitted to OWNER for review,
  modifications, and written approval. Only after OWNER's requested modifications have been
  made shall ARCHITECT / ENGINEER submit the final AGIS to WDNR.
- (10) Should any additional requests for information arise from WDNR following submittal of AGIS , ARCHITECT / ENGINEER shall address those requests.
- ARCHITECT / ENGINEER shall prepare: a Feasibility Report (FR) per NR 512 and per the AGIS submitted by ARCHITECT / ENGINEER. Draft version of FR shall be submitted to OWNER for review, modifications, and written approval. Only after OWNER's requested modifications have been made shall ARCHITECT / ENGINEER submit the final FR to WDNR and others (total 10 copies).
- (12) Should any additional requests for information arise from WDNR following submittal of ISR, ARCHITECT/ENGINEER shall/address those requests.
- ARCHITECT ENGINEER shall attend meetings as specified in the attached Schedule A.
- (14) ARCHITECT / ENGINEER shall carry out all necessary testing, monitoring, and investigating required for completion of this phase.

#### PHASE III: PLAN OF OPERATION REPORT

- (15) ARCHITECT / ENGINEER shall obtain from OWNER information and materials necessary to ascertain scope of this section of the Project and shall verify with OWNER program and functional requirements of this section of the Project.
- (16) Based on information, materials and requirements as verified by OWNER,

  ARCHITECT / ENGINEER shall prepare: a Plan of Operation Report (POO) per NR 514. Draft
  version of POO shall be submitted to OWNER for review, modifications, and written approval.

Only after OWNER's requested modifications have been made shall ARCHITECT / ENGINEER submit the final FR to WDNR and others (total 10 copies).

- (17) Should any additional requests for information arise from WDNR following submittal of POO , ARCHITECT / ENGINEER shall address those requests.
- (18) ARCHITECT / ENGINEER shall attend meetings as specified in the attached Schedule A.
- (19) ARCHITECT / ENGINEER shall carry out all necessary testing, monitoring, and investigating required for completion of this phase.

#### **ARTICLE 2**

#### OWNER'S RESPONSIBILITIES

- (1) OWNER shall provide full information regarding requirements for the Project.
- OWNER'S behalf with respect to the Project. OWNER shall examine documents submitted by ARCHITECT ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in progress of ARCHITECT / ENGINEER'S services.
- (3) OWNER shall furnish certified land survey of site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of site.
- (4) If OWNER becomes aware of any fault or defect in the Project or non-conformance with RFP or this Agreement, OWNER shall give prompt notice thereof to ARCHITECT / ENGINEER and ARCHITECT / ENGINEER shall take prompt action to correct such fault or defects.
  - (5) OWNER shall expeditiously furnish information required hereunder:
    - (a) Initial Site Report prepared for Dane County Landfill Expansion Rodefeld #2 (Project #18543), August 1991

- (b) Feasibility Report prepared for Dane County Landfill Expansion Rodefeld #2(Project #18543), October 1992
- (c) Plan of Operation prepared for Dane County Landfill Expansion Rodefeld #2 (Project #18543), November 1993
- (d) Soil borrow site map and data
- (e) Partial site Wetland Delineation Report, October 6, 2009

#### **ARTICLE 3**

#### DIRECT PERSONNEL EXPENSE

clerical employees engaged on the Project by ARCHITECT / ENGINEER, and cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations and pensions. Fixed fee for services performed under this Agreement shall include all Direct Personal Expenses incurred in providing such services unless otherwise approved by OWNER in writing.

#### **ARTICLE 4**

#### REIMBURSABLE EXPENSES

- (1) Reimbursable Expenses include actual expenditures made by ARCHITECT / ENGINEER, its employees, or professional consultants in interest of the Project and subject to prior written consent of OWNER. Fixed fee for services performed under this Agreement shall include all Reimbursable Expenses incurred in providing such services unless otherwise approved by OWNER in writing. In addition to the fixed fees, other Reimbursable Expenses incurred as part of the allowances Work shall be directly billed to OWNER and may include the following:
  - (a) Expense of reproducing and mailing Drawings and Reports.
  - (b) Fees paid for securing approval of authorities having jurisdiction over the Project.

(c) On and off site testing.

#### **ARTICLE 5**

#### PAYMENTS TO ARCHITECT / ENGINEER

(1) Payments for services under Phase I of this Agreement shall be made monthly in proportion to services performed so that compensation at completion of each milestone shall equal following percentages of total fee for services hereunder:

Completion of Preliminary Design Alternatives 30% Draft version of ISR 70% Final version of ISR 100%

(2) Payments for services under Phase II of this Agreement shall be made monthly in proportion to services performed so that compensation at completion of each milestone shall equal following percentages of total fee for services hereunder:

Draft version of FR
Final version of FR

50%

100%

(3) Payments for services under Phase III of this Agreement shall be made monthly in proportion to services performed so that compensation at completion of each milestone shall equal following percentages of total fee for services hereunder:

Draft version of Plan of Operation 50% Final version of Plan of Operation 100%

- (4) Payments for services of ARCHITECT / ENGINEER performed under Allowances shall be made monthly upon submission by ARCHITECT / ENGINEER of statements for services rendered. Statements shall be for Work actually performed and for Reimbursable Expenses and shall be billed on a time and materials basis according to the attached schedule of rates.
- (5) Payments for additional OWNER approved services of ARCHITECT / ENGINEER shall be made monthly upon submission by ARCHITECT / ENGINEER of statements for services rendered.

(6) No deductions shall be made from ARCHITECT / ENGINEER'S compensation because of penalty, liquidated damages, or other sums withheld from payments of contractors.

#### **ARTICLE 6**

#### ARCHITECT / ENGINEER'S ACCOUNTING RECORDS

(1) Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for any services approved to be performed on basis of Multiple of Direct Personnel Expense, shall be kept on generally recognized accounting basis and shall be available to OWNER or OWNER'S authorized representative at mutually convenient time.

#### **ARTICLE 7**

#### TERMINATION OF AGREEMENT

- (1) This Agreement may be terminated by either party upon seven days' written notice should other party fail substantially to perform in accordance with its terms through no fault of party initiating termination.
- (2) In event of termination not due to fault of ARCHITECT / ENGINEER, ARCHITECT / ENGINEER shall be paid compensation for services performed to date of termination date, including Reimbursable Expenses.
  - (3) What follows shall constitute grounds for immediate termination:
    - (a) Violation by ARCHITECT / ENGINEER of any State, Federal or local law, or failure by ARCHITECT / ENGINEER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations;
    - (b) Failure by ARCHITECT / ENGINEER to carry applicable licenses or certifications as required by law;
    - (c) Failure of ARCHITECT / ENGINEER to comply with reporting requirements contained herein; or

- (d) Inability of ARCHITECT / ENGINEER to perform the Project provided for herein.
- (4) Failure of Dane County Board of Supervisors or State or Federal Governments to appropriate sufficient funds to carry out OWNER'S obligations hereunder shall result in automatic termination of this Agreement as of date funds are no longer available, without notice.
- (5) Completion of Phase I services does not obligate OWNER to proceed with ARCHITECT / ENGINEER to later project phases. OWNER may terminate this Agreement at completion of Phase I services. Completion of Phase II services does not obligate OWNER to proceed with ARCHITECT / ENGINEER to Phase III. OWNER may terminate this Agreement at completion of Phase II services.

#### **ARTICLE 8**

OWNERSHIP OF DOCUMENTS

(1) Draft version of ISR shall become property of OWNER whether the Project for

which they are made is executed/or not. ARCHITECT / ENGINEER shall furnish OWNER with:

- (a) Three (3) regular bound copies of Draft version of ISR;
- (b) Electronic copy of Draft version of ISR in Word 2000 (or earlier version) on CD;
- (c) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Draft version of ISR on CD; and
- (d) Electronic copy of Draft version of ISR in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD; minimize pdf file size by converting files rather than creating scan of printouts.
- (2) Final version of ISR shall become property of OWNER whether the Project for which they are made is executed or not. ARCHITECT / ENGINEER shall furnish OWNER with:

- (a) Original unbound copy of Final version of ISR;
- (b) One (1) regular bound copy of final version of ISR to be submitted by ARCHITECT / ENGINEER to Wisconsin Department of Natural Resources for approval;
- (c) Eight (8) additional regular bound copies of Final version of ISR;
- (d) Electronic copy of Final version of ISR in Word 2000 (or earlier version) on CD;
- (e) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Final version of ISR on CD; and
- (f) Electronic copy of Final version of Study in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD; minimize pdf file size/by converting files rather than creating scan of printouts.

ARCHITECT /

ENGINEER shall furnish OWNER with:

(3)

(a) 3 regular bound copies of Draft version of FR;

Draft version of FR shall/become property of OWNER.

- (b) Electronic copy of Draft version of FR in Word 2000 (or earlier version) on CD;
- (c) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Draft version of FR on CD; and
- (d) Electronic copy of Draft version of FR in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD; minimize pdf file size by converting files rather than creating scan of printouts.

- (4) Final version of FR shall become property of OWNER whether the Project for which they are made is executed or not. ARCHITECT / ENGINEER shall furnish OWNER with:
  - (a) Original unbound copy of Final version of FR;
  - (b) One (1) regular bound copy of final version of FR to be submitted by ARCHITECT / ENGINEER to Wisconsin Department of Natural Resources for approval;
  - (c) Eight (8) additional regular bound copies of Final version of ISR;
  - (d) Electronic copy of Final version of FR in Word 2000 (or earlier version) on CD;
  - (e) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Final version of FR on CD; and

(f) Electronic copy of Final version of FR in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD; minimize pdf file size by converting files rather than creating scan of printouts.

- (5) Draft version of POO shall become property of OWNER. ARCHITECT / ENGINEER shall furnish OWNER with:
  - (a) 3 regular bound copies of Draft version of POO;
  - (b) Electronic copy of Draft version of POO in Word 2000 (or earlier version) on CD;
  - (c) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Draft version of POO on CD; and
  - (d) Electronic copy of Draft version of POO in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD;

minimize pdf file size by converting files rather than creating scan of printouts.

- (6) Final version of POO shall become property of OWNER whether the Project for which they are made is executed or not. ARCHITECT / ENGINEER shall furnish OWNER with:
  - (a) Original unbound copy of Final version of POO;
  - (b) One (1) regular bound copy of final version of FR to be submitted by ARCHITECT / ENGINEER to Wisconsin Department of Natural Resources for approval;
  - (c) Eight (8) additional regular bound copies of Final version of ISR
  - (d) Electronic copy of Final version of POO in Word 2000 (or earlier version) on CD;
  - (e) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Final version of POO on CD; and

Electronic copy of Final version of POO in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD; minimize pdf file size by converting files rather than creating scan of printouts.

#### **ARTICLE 9**

#### SUCCESSORS AND ASSIGNS

(1) OWNER and ARCHITECT / ENGINEER each binds itself, its partners, successors, assigns and legal representatives to other parties to this Agreement and to partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither OWNER nor ARCHITECT / ENGINEER shall assign, sublet or transfer any interest in this Agreement without written consent of other.

#### **ARTICLE 10**

#### EXTENT OF AGREEMENT

(1) This Agreement, including Schedules A, B and C attached hereto, represents entire integrated agreement between OWNER and ARCHITECT / ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ARCHITECT / ENGINEER.

#### **ARTICLE 11**

#### **GOVERNING LAW**

(1) Law of State of Wisconsin shall govern this Agreement, with venue in Dane County Circuit Court.

#### ARTICLE 12

ARCHITECT / ENGINEER'S LIABILITY INSURANCE

(1) ARCHITECT ENGINEER shall, at all times during term of this Agreement, indemnify, save harmless and defend OWNER, its boards, commissions, agents, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which OWNER, its officers, employees, agents, boards, commissions and representatives may sustain, incur or be required to pay by reason of ARCHITECT / ENGINEER furnishing services required to be provided under this Agreement, provided, however, that provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from acts or omissions of OWNER, its agents, boards, commissions, officers, employees or representatives. Obligations of ARCHITECT / ENGINEER under this paragraph shall survive expiration or termination of this Agreement.

(2) In order to protect itself and OWNER, its officers, boards, commissions, agents, employees and representatives under indemnity provisions above, ARCHITECT / ENGINEER shall at all times during term of this Agreement keep in full force and effect comprehensive

general liability and auto liability insurance policies (with OWNER as additional insured), together with professional malpractice or errors and omissions coverage, issued by company or companies authorized to do business in State of Wisconsin and licensed by Wisconsin Insurance Department, with liability coverage provided for therein in amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. OWNER shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, ARCHITECT / ENGINEER shall furnish OWNER with certificate of insurance and, upon request, certified copies of required insurance policies. If ARCHITECT / ENGINEER'S insurance is underwritten on Claims-Made basis, Retroactive Date shall be prior to or coincide with date of this Agreement, Certificate of Insurance shall state that coverage is Claims-Made and indicate Retroactive Date, ARCHITECT / ENGINEER shall maintain coverage for duration of this Agreement and for six years following completion of this Agreement, and ARCHITECT ENGINEER shall furnish OWNER, annually on policy renewal date, Certificate of Insurance as evidence of coverage. It is further agreed that ARCHITECT/ENGINEER shall furnish OWNER with 30-day notice of aggregate/erosion, in/advance/of Retroactive Date, cancellation, or renewal. In event any action, suit or other proceeding is brought against OWNER upon any matter herein indemnified against, OWNER shall give reasonable notice thereof to ARCHITECT / ENGINEER and shall cooperate with ARCHITECT / ENGINEER'S attorneys in defense of action, suit or other proceeding. ARCHITECT / ENGINEER shall furnish evidence of adequate Worker's Compensation Insurance.

(3) ARCHITECT / ENGINEER'S obligation to maintain professional errors and omissions insurance coverage shall remain in effect for period of two years following completion of construction of this Project. Copy of ARCHITECT / ENGINEER'S professional insurance shall be filed with OWNER prior to commencement of the Project. ARCHITECT / ENGINEER agrees to provide to OWNER at least thirty-day notice of intent to cancel any of these policies, whereupon OWNER shall have right to pay any premiums to retain insurance coverage or to obtain coverage from other companies, and OWNER shall be entitled to collect cost thereof from

ARCHITECT / ENGINEER. Cessation of insurance coverage shall have no effect on obligations and duties of ARCHITECT / ENGINEER under law or this Agreement.

- (4) In case of any sublet of work under this Agreement, ARCHITECT / ENGINEER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of ARCHITECT / ENGINEER.
- (5) Parties do hereby expressly agree that OWNER, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to reduction in amount of coverage required above. Extent of waiver shall be determined solely by OWNER'S Risk Manager taking into account nature of the Project and other factors relevant to OWNER'S exposure, if any, under this Agreement.

ARTICLE 13

In no event shall making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as waiver by OWNER of any breach of covenants of this Agreement or a waiver of any default of ARCHITECT / ENGINEER and making of any such payment or acceptance of any such service or product by OWNER while any such default or breach shall exist shall in no way impair or prejudice right of OWNER with respect to recovery of damages or other remedy as result of such breach or default.

#### **ARTICLE 14**

#### NONDISCRIMINATION

(1) ARCHITECT / ENGINEER will not discriminate against any recipient of services, actual or potential, employee or applicant for employment, because of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee or

applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s) and selection for training, including apprenticeship. ARCHITECT / ENGINEER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth provisions of this paragraph. Listing herein of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.

- (2) ARCHITECT / ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT / ENGINEER, state that all qualified applicants will receive consideration for employment and ARCHITECT / ENGINEER shall include statement to effect that ARCHITECT / ENGINEER is "Equal Opportunity Employer".
- (3) ARCHITECT / ENGINEER will send to each labor union or representative of workers with which ARCHITECT / ENGINEER has collective bargaining agreement or other contract or understanding, notice, to be provided by OWNER'S Affirmative Action Officer, advising labor union or workers representative of commitments under this Agreement, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) ARCHITECT / ENGINEER shall furnish all information and reports required by Affirmative Action Commission, and by rules, regulations, and orders of Affirmative Action Officer and will permit access to its books, records, and accounts by OWNER and OWNER'S Affirmative Action Officer for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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#### **ARTICLE 15**

#### CIVIL RIGHTS COMPLIANCE

- If ARCHITECT / ENGINEER has twenty or more employees and receives (1) \$20,000 in annual contracts with OWNER, ARCHITECT / ENGINEER shall submit to OWNER current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title VI and XVI of Public Service Health Act, Age Discrimination Act of 1975, Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. ARCHITECT / ENGINEER shall also file Affirmative Action (AA) Plan with OWNER in accordance with requirements of Chapter 19 of Dane County Code of Ordinances. ARCHITECT / ENGINEER shall submit copy of its discrimination complaint form with its CRC/AA Plan. CRC/AA Plan must be submitted prior to effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by OWNER. If approved plan has been received during previous calendar year, plan update/is acceptable. Plan may leover two-year period. ARCHITECT / ENGINEER who has less/than twenty employees, but who receives more than \$20,000.00 from ØWNER in annual contracts, may be required to submit CRC Action Plan to correct any problems discovered as result of complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If ARCHITECT / ENGINEER submits CRC/AA Plan to a Department of Workforce Development Division or to Department of Health and Family Services Division that covers services purchased by OWNER, verification of acceptance by State of ARCHITECT / ENGINEER'S Plan is sufficient.
- (2) ARCHITECT / ENGINEER agrees to comply with OWNER'S civil rights compliance policies and procedures. ARCHITECT / ENGINEER agrees to comply with civil rights monitoring reviews performed by OWNER, including examination of records and relevant files maintained by ARCHITECT / ENGINEER. ARCHITECT / ENGINEER agrees to furnish all information and reports required by OWNER as they relate to affirmative action and non-

discrimination. ARCHITECT / ENGINEER further agrees to cooperate with OWNER in developing, implementing, and monitoring corrective action plans that result from any reviews.

- ARCHITECT / ENGINEER shall post Equal Opportunity Policy, name of ARCHITECT / ENGINEER'S designated Equal Opportunity Coordinator and discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. Complaint process will be according to OWNER'S policies and procedures, and made available in languages and formats understandable to applicants, clients and employees. ARCHITECT / ENGINEER shall supply to OWNER'S Contract Compliance Officer upon request, summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of involved persons, nature of complaints, and description of any attempts made to achieve complaint resolution.
- employment opportunities to OWNER'S Contract Compliance Officer when such announcements are issued.

  (5) If ARCHITECT / ENGINEER is government entity having its own compliance plan, ARCHITECT / ENGINEER'S plan shall govern ARCHITECT / ENGINEER'S activities.

#### **ARTICLE 16**

#### DOMESTIC PARTNERSHIP BENEFITS

(1) ARCHITECT / ENGINEER agrees to provide same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or cash equivalent if such benefit cannot reasonably be provided. ARCHITECT / ENGINEER agrees to make available for OWNER'S inspection ARCHITECT / ENGINEER'S payroll records relating to employees providing services on or under this Agreement or sub-agreement. If any payroll records of ARCHITECT / ENGINEER contain any false, misleading or fraudulent information, or if ARCHITECT / ENGINEER fails to comply with provisions of Chapter 25.016, Dane County Ordinances, contract compliance officer may withhold payments on Agreement;

terminate, cancel or suspend Agreement in whole or in part; or, after due process hearing, deny ARCHITECT / ENGINEER right to participate in proposing on future County agreements for period of one year after first violation is found and for period of three years after second or subsequent violation is found.

### **ARTICLE 17**

### LIVING WAGE

- ARCHITECT / ENGINEER in performance of this Agreement, whether on a full-time or parttime basis, prevailing living wage as defined in Chapter 25.015(1)(f), Dane County Ordinances.

  ARCHITECT / ENGINEER agrees to make available for OWNER inspection ARCHITECT /
  ENGINEER'S payroll records relating to employees providing services on or under this
  Agreement or subcontract.

  (2) If any payroll records of ARCHITECT / ENGINEER contain any false,
  misleading or fraudulent information, or if ARCHITECT / ENGINEER fails to comply with
  provisions of Chapter 25.015 of Dane County Code of Ordinances, OWNER may withhold
  payments on Agreement, terminate, cancel or suspend Agreement in whole or in part, or, after
  due process hearing, deny ARCHITECT / ENGINEER right to participate in bidding on future
  OWNER contracts for period of one year after first violation is found and for period of 3 years
  after second violation is found.
- (3) ARCHITECT / ENGINEER agrees to submit to OWNER certification as required in Chapter 25.015(7) of Dane County Code of Ordinances.
- (4) ARCHITECT / ENGINEER agrees to display OWNER'S current living wage poster in prominent place where it can be easily seen and read by persons employed by ARCHITECT / ENGINEER.
- (5) ARCHITECT / ENGINEER shall ensure that any subcontractors comply with provisions of this Chapter 25.

(6) What follows are exemptions from requirements of Chapter 25: (a) When Maximum Cost of Agreement is less than \$5,000; (b) When ARCHITECT / ENGINEER is school district, municipality, or other unit of government; (c) When employees are persons with disabilities working in employment programs and ARCHITECT / ENGINEER holds current sub-minimum wage certificate issued by U.S. Department of Labor or where such certificate could be issued but for fact that ARCHITECT / ENGINEER is paying wage higher than minimum wage; (d) When individual receives compensation for providing services to family member; When employees are student interns; (e) When ARCHITECT / ENGINEER meets any other criteria for (f) exemption outlined in Chapter 25.015(1)(d) of Dane County Code of Ordinances, and (g) Where Agreement is funded or co-funded by government agency requiring different living wage, higher wage requirement shall prevail. **ARTICLE 18 MISCELLANEOUS** 

(1) ARCHITECT / ENGINEER warrants that it has complied with all necess	ar
requirements to do business in State of Wisconsin, that persons executing this Agreement on	it
behalf are authorized to do so, and, if a corporation, that name and address of ARCHITEC	Т
ENGINEER'S registered agent is follows:	

- (2) ARCHITECT / ENGINEER shall notify OWNER immediately, in writing, of any change in its registered agent, his or her address, and ARCHITECT / ENGINEER'S legal status. For partnership, term "registered agent" shall mean general partner.
- (3) This Agreement is intended to be agreement solely between parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of parties.
- (4) Entire agreement of parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between parties relating to subject matter hereof. Parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

(5) Parties may evidence their agreement to foregoing upon one or several counterparts of this instrument, which together shall constitute single instrument.

IN WITNESS WHEREOF, OWNER and ARCHITECT / ENGINEER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of date by which all parties hereto have affixed their respective signatures, as indicate below.

\*\*\*\*\*

## FOR ARCHITECT / ENGINEER:

Signature	Date
Printed or Typed Name and Title  Printed or Typed Name and Title	Date
* * * * * *	
FOR OWNER:	
Joseph T. Parisi, County Executive	Date
Karen Peters, County Clerk	Date

## SCHEDULES FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR THE DANE COUNTY ENGINEERING SERVICES FOR LANDFILL EXPANSION IN MADISON, WISCONSIN

### RFP NO. 312011

### **SCHEDULE "A"**

- A. Architect / Engineer's (A/E's) Scope of Services Summary. This section shall include all Work as described in the Project Summary and Scope of Work section of the Request for Proposals.
  - 1. Sample
  - 2. Sample
  - 3. Sample

### **SCHEDULE "B"**

- A. Payment for these services will be paid as work progresses and as scheduled in Agreement. Agreement amount is \$XXXX.00 for Phase I, \$XXXX.00 for Phase II, and \$XXX.00 for Phase III. Agreement amount includes all fees for data gathering, designs, processing, subcontractors, equipment and materials, construction administration, profit and mark-up, reproducing and mailing Drawings and Reports, and on and off site testing.
- B. Payment for Work under the allowances will be paid on a time and materials basis, based on the attached rate schedule.
- C. Reimbursable expenses will only be paid for services provided under the allowances. All other reimbursable expenses were included in the Base Bid for each Phase.
- D. Invoices shall be submitted to: John Welch, Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713.

## Appendix A

Initial Site Investigation request letter and map



# DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

1919 Alliant Energy Center Way • Madison, Wisconsin 53713 Phone: (608) 266-4018 • FAX: (608) 267-1533

Commissioner / Director Gerald J. Mandli

May 23, 2012

Ms. Ann Bekta Wisconsin Department of Natural Resources South Central Region 2514 Morse Street Janesville, WI 53545-0249

Subject:

Initial Site Inspection Request

Dane County Landfill Site No. 2 – Rodefeld Madison, Wisconsin (License No. 3018)

Dear Ms. Bekta:

Dane County hereby requests an Initial Site Inspection in accordance with NR 509.04 Wisconsin Administrative Code. The contents of NR 509.04(4), outlining the requirements of an initial site inspection request, are listed below in *italics*, followed by Dane County's response.

- (4) C ONTENTS OF INSPECTION REQUEST FOR A PROPOSED SOLID WASTE LANDFILL. An initial site inspection request for a proposed new landfill or an expansion of an existing landfill shall include the following:
- (a) A cover letter identifying the applicant and authorized contact, type of landfill and operation being proposed, property ownership, location by quarter quarter section and present land use.

Applicant : Dane County

Authorized Contact: John Welch, Interim Solid Waste Manager

Type of Landfill: Municipal Solid Waste

Type of Operation: Area Fill

Property Ownership: Dane County and/or City of Madison Dane County is working with the City of Madison to purchase some property not currently owned by the County.

Location: Town of Blooming Grove, North ½ of Section 25 and NE ¼ of SE ¼ of Section 25.

Present Land Use: Land use in the area of the horizontal expansion includes a sedimentation basin for the landfill, soil stockpiles, compost piles, container storage, and the east side landfill gas electric generation facility.

(b) Identification of any known potential impacts to endangered and threatened species in accordance with s. 29.604 (4), Stats., and the federal endangered species act or historical, scientific or archeological areas in accordance with s. 44.40, Stats., including any prior studies or surveys conducted at the proposed site.

Reviews of impacts to endangered and threatened species or historical, scientific, or archeological areas have been performed multiple times throughout the years at this property. This was most recently performed by WDNR staff in conjunction with the ISI for the transfer station on the east side of the property (April 2010). Prior to this, reviews were performed during the initial siting of the landfill (early 1980's) and the expansion of the landfill (early (1990's)

Letters from the State Historical Society (April 25, 1991) and the WDNR (February 26, 1991) are included for your reference. These letters were produced in conjunction with the previous landfill expansion. Neither the Schimming Mound Group, nor the two structures referred to by the State Historical Society are located within or near the proposed expansion area.

(d) An enlarged 7.5 minute USGS map or other base map having a minimum scale of 1'' = 500'. Map scale and contour intervals shall be revised when necessary to sufficiently show relief, surface waters, floodplains, existing land use conditions and all water supply wells and residences located within one mile of the property boundaries of the proposed landfill.

Figure is attached.

(e) A preliminary identification of all potential conflicts with the locational criteria and performance standards specified in s. NR 504.04 for landfills except for s. NR 504.04 (4) (d) to (f).

Applicable NR 504.04 criteria are listed below in italics, followed by Dane County's response.

- 3) L OCATIONAL CRITERIA. No person may establish, construct, operate, maintain or permit the use of property for a landfill where the limits of filling are or would be within the following areas:
- (a) Within 1,000 feet of any navigable lake, pond or flowage not including landfill drainage or sedimentation control structures.

There are no navigable lakes, ponds, or flowages within 1,000 feet of the proposed limits of the expansion. A man made sedimentation basin is located approximately 800-feet south east of the proposed expansion, south of Highways 12/18 and east of County Highway AB.

(b) Within 300 feet of any navigable river or stream.

There are no navigable rivers or streams within 300 feet of the proposed limits of the expansion.

(c) Within a floodplain.

The proposed landfill expansion is not within a flood plain.

(d) Within 1,000 feet of the nearest edge of the right-of-way of any state trunk highway, interstate or federal aid primary highway or the boundary of any public park or state natural area, unless the landfill is screened by natural objects, plantings, fences or other appropriate means so that it is not visible from the highway, park or natural area.

The proposed landfill expansion is located within 1,000 feet of Highways 12/18. Appropriate screening will be incorporated into the design of the facility.

(e) Within an area where the design or operation of the landfill would pose a significant bird hazard to aircraft.

1. A landfill which is proposed to be located within 10,000 feet of any airport runway end designed or planned to be designed and used by turbojet aircraft or within 5,000 feet of any airport runway end designed for and used only by piston type aircraft and which is proposed to be used for the disposal of putrescible waste shall be presumed to pose a significant bird hazard to aircraft unless the applicant can demonstrate to the satisfaction of the department that the landfill will not pose a significant bird hazard to aircraft.

The proposed landfill expansion is not located within 10,000 feet of any airport runway.

2. A landfill used for the disposal of putrescible waste which is in existence on July 1, 1996, and which is located within 10,000 feet of any airport runway end used or planned to be used by turbojet aircraft or within 5,000 feet of any runway end used by only piston-type aircraft shall be closed by October 9, 1996 unless the owner or operator of the landfill demonstrates to the satisfaction of the department that the landfill will not pose a significant hazard to aircraft. The deadline for closure may be extended by the department by up to 2 years if the owner or operator demonstrates that there is no available alternative disposal capacity and there is no immediate threat to human health and the environment.

The proposed landfill expansion is not located within 10,000 feet of any airport runway.

Note: Owners or operators proposing to site a new or expand an existing municipal solid waste landfill within a 5 mile radius of any airport runway end used by turbojet or piston type aircraft must notify the owner or operator of the affected airport and the federal aviation administration (FAA).

Blackhawk Airfield in Cottage Grove appears to be approximately 5-miles from the limits of the proposed expansion. Two other small private airstrips are located east of County Highway N, approximately 2.5 - 3-miles from the limits of the proposed expansion. Appropriate notification will be given to the owners and the FFA.

(f) Within 1,200 feet of any public or private water supply well.

There are six private residences located on County Highway AB that rely on private or shared water supply wells. In addition, two taverns and one church, also along County Highway AB, each have a water supply well. All of these wells are within 1,200 feet of the proposed landfill expansion. This will be accounted for in the permitting and operation of the landfill expansion.

(g) Within 200 feet of a fault that has had displacement in Holocene time.

The proposed landfill expansion is not located in the area of a fault.

(h) Within seismic impact zones.

The proposed landfill expansion is not located in a seismic impact zone.

(i) Within unstable areas.

The horizontal portion of the proposed landfill expansion is not located within unstable areas. The stability of the existing waste mass will be evaluated and taken into account when designing the vertical portion of the landfill expansion.

- (4) P ERFORMANCE STANDARDS. No person may establish, construct, operate, maintain or permit the use of property for a landfill if there is a reasonable probability that the landfill will cause:
- (a) A significant adverse impact on wetlands as provided in ch. NR 103.

Dane County will design, construct, and operate the proposed landfill expansion in a manner that will not have an adverse impact on wetalands.

(b) A take of an endangered or threatened species in accordance with s. 29.604, Stats.

There are no recorded occurrences of endangered or threatened species within the proposed project area.

(c) A detrimental effect on any surface water.

Dane County will design, construct, and operate the proposed landfill expansion in a manner that will not have a detrimental effect on surface water.

If you have any questions please contact me at (608) 266-4350.

Sincerely,

DANE COUNTY PUBLIC WORKS DEPARTMENT

John Welch

Interim Solid Waste Manger

Cc:

Adam Hogan, WDNR

Dennis Mack, WDNR

Attachments:

Rodefeld Landfill Expansion Map

WDNR Letter - 2/26/91

State Historical Society Letter – 4/25/91



## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Carroll D. Besadny Secretary

Box 7321 Madison, Wicconsin 53707

February 26, 1991

1650

Dennis Sopeich Dane County Department of Public Works City-County Building, Room 519 210 Martin Luther King, Jr. Blvd.

Dear Mr. Sopcich:

The Bureau of Endangered Resources has reviewed the project area described in your letter of December 17, 1990 for the proposed horizontal and vertical expansion of Dane County Landfill No. 2.

We have no occurrence records of endangered or threatened animal or plant species, nor of any State Natural Areas or natural communities on the project area in Section 25 of T7N R10E, Dane County.

Comprehensive endangered resource surveys have not been completed for the project area. As a result, our data files may be incomplete. The absence of known occurrences does not preclude the possibility of their presence. A site inspection would be necessary within the project area to verify the presence or absence, or the potential for, endangered resources.

Due to the demand for endangered resource information at this time, we have a back-log of requests and apologize for any delays in your project planning and development. Please be sure to get future requests for endangered resources information in as soon as possible. Thank you.

Sincerely.

Director, Bureau of Endangered Resources

nald 7. Nustera (DAM)

cc:

Gary Birch - EA/6 Harold Meier - SD Carl Batha - SD

3/18/21 3:20 Deuris S. was requested to profoun an endangered spaces in review



## THE STATE HISTORICAL SOCIETY OF WISCONSIN

H. Nicholas Muller III, Director

816 State Street Madison, Wisconsin 53706 608 262-3266

April 25, 1991

Mr. Kurt Rubsam
Environmental Scientist
Donohue and Associates
4738 North 40th Street
P.O. Box 1067
Sheboygan, Wisconsin 53082-1067

IN REPLY PLEASE REFER TO: SHSW: #87-0350

RE: Dane County Landfill Sites; Rodefeld Site

Dear Mr. Rubsam:

We have searched our records for information on properties of architectural, historical, or archeological significance in the referenced project area..

We have enclosed information on Da-34, the Schimming Mound Group, a prehistoric Native American burial mound group which is within the Rodefeld Site study area. Should this site alternative be selected, we recommend that all project areas be surveyed by a qualified archeologist to locate and evaluate the significance of any archeological sites that may be present. When the survey has been completed, two copies of the archeologist's report should be forwarded to our office for our review and comments.

Please note that if burials are discovered during the archeological survey or later during construction, you must contact our office immediately for compliance with S. 157.70 <u>Wis</u>. <u>Stats</u>., which provides for the protection of human burial sites.

We are also enclosing information on two structures on our inventory which are immediately adjacent the study area. The Meier School is on the north side of Meier Road, .8 mile west of CTH AB and a red brick vernacular dwelling with cream trim is located .3 mile north of Femrite Road on CTH AB. The construction of a landfill adjacent these properties would have the

potential to have an adverse effect upon the visual setting which contributes to the significance of these structures. If the site is selected, we will need more information about the proposed construction to determine what effects, if any, would occur, and what might be done to minimize such impacts.

If there are any questions concerning this matter, please contact Gretchen Block of my staff at (608) 262-2732.

Sincerely,

Richard W. Dexter

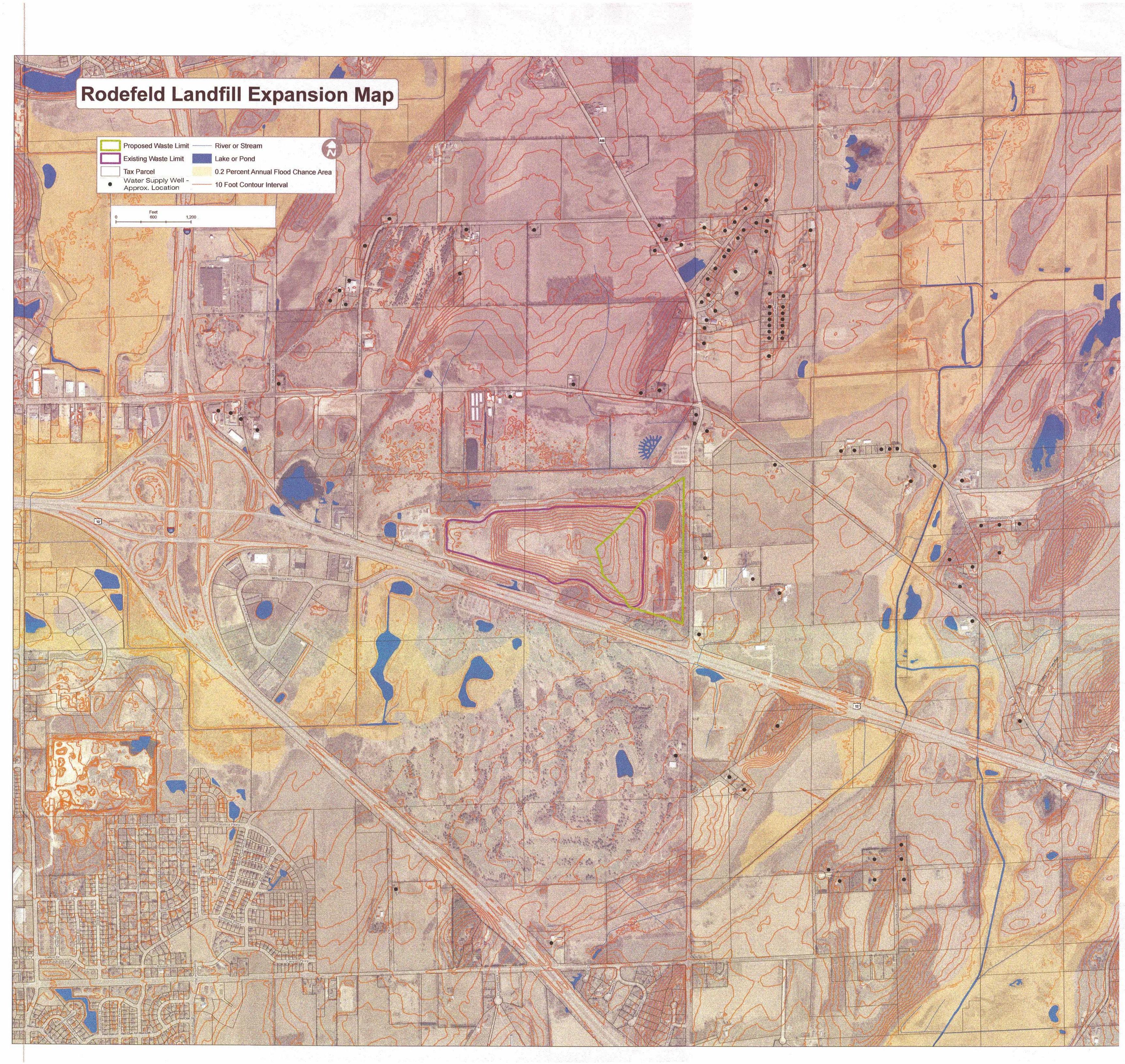
Chief, Compliance Section

DIVISION OF HISTORIC PRESERVATION

RWD:lks Enclosures

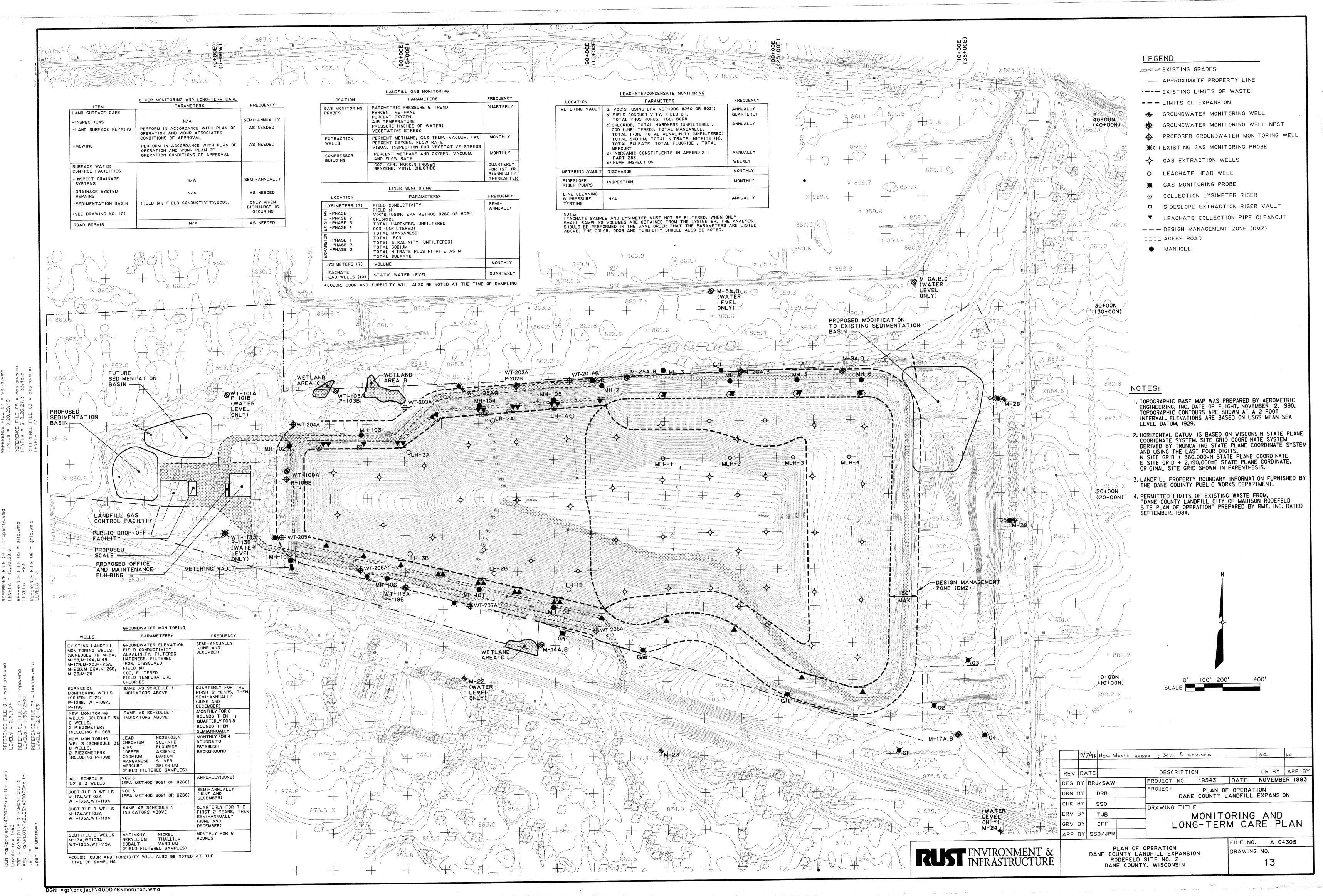
cc: Stan Druckenmiller, DNR

87-0350



## Appendix B

Map of completed borings and existing monitoring wells

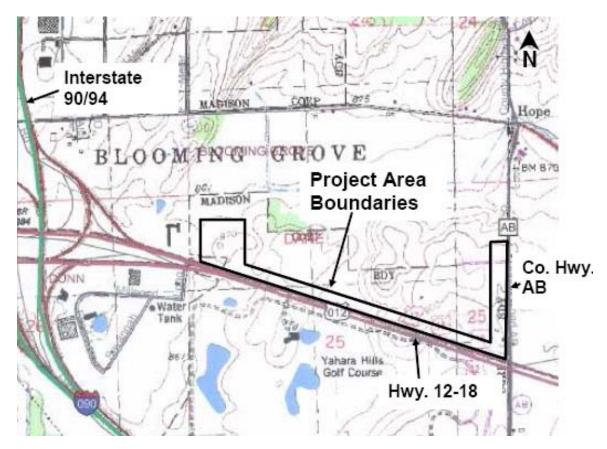


## Appendix C

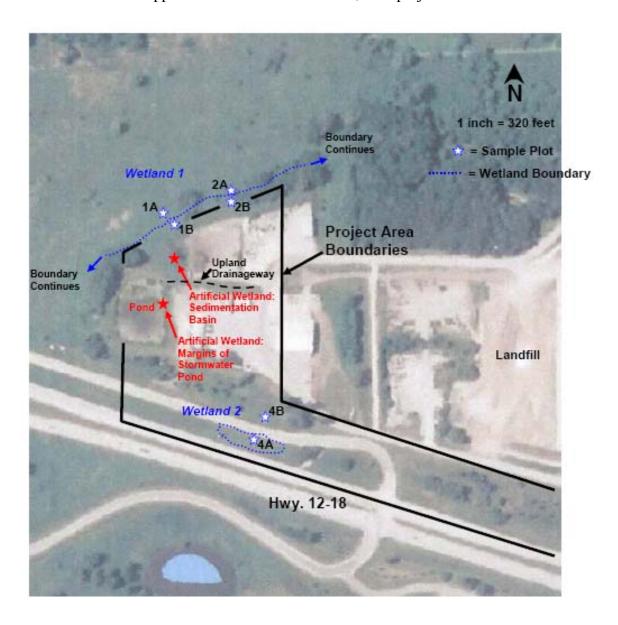
Topographic map



 $\underline{\textbf{Appendix D}}$  Maps illustrating extents of partial Wetland Delineation



Approximate wetland boundaries, west project area.



## Approximate wetland boundaries, east project area.

