

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

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

REQUEST FOR PROPOSALS NO. 309006
DESIGN SERVICES FOR
WASTE TRANSFER STATION BUILDING &
CLEAN SWEEP BUILDING
RODEFELD LANDFILL
7102 U.S. HIGHWAY 12 & 18
MADISON, WISCONSIN 53718

Opening Date / Time: THURSDAY, MAY 21, 2009 / 2:00 P.M. CST Location: PUBLIC WORKS OFFICE

Performance / Payment Bond: NONE Bid Bond: NONE

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

JOHN WELCH, PROJECT ENGINEER TELEPHONE NO.: 608/267-8815 FAX NO.: 608/267-1533 E-MAIL: WELCH@CO.DANE.WI.US



## 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

April 23, 2009

#### INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 309006 to provide professional architectural & engineering design services for A Waste transfer Station Building and a Clean Sweep Building at the Dane County Sanitary Landfill Site #2, 7102 U.S. Highway 12 & 18, Madison, WI 53718. The Proposals are due on or before **2:00 PM CST, Thursday, May 21, 2009**. No proposal bond or performance bond is required for this project.

A site tour will be held for proposing companies on Monday, May 11, 2009 at 10:00 AM at the Dane County Sanitary Landfill Site #2 starting in the main office building on site. This cursory tour will go until approximately 11:00 AM. Proposing companies are strongly encouraged to attend this tour, however attendance is optional.

#### SPECIAL INSTRUCTIONS

Please be sure to complete 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.
- 2. Place the Proposal information after Fair Labor Practices Certification.
- 3. Place the RSBI Proposal information after Fair Labor Practices Certification.
- 3. Clearly label your envelope containing your proposal in the lower left-hand corner as follows: "Proposal No. 309006

Design Services for Waste transfer Building and Clean Sweep Building 2:00 PM, Thursday, may 21, 2009"

4. Mail to:

Dane County Solid Waste Division Attention: John Welch 1919 Alliant Energy Center Way Madison, WI 53713

If any additional information about this Request for Proposals is needed, please call John Welch at 608/267-8815 or send email to welch@co.dane.wi.us.

Sincerely,

John Welch

Project Engineer

Encl.: Request for Proposals No. 309006 Package

#### **DOCUMENT INDEX FOR RFP NO. 309006**

#### PROPOSAL REQUIREMENTS

RFP Cover Page

RFP Cover Letter

Documents Index and Dane County Vendor Registration Program

Invitation to Propose (Legal Notice)

Signature Page

Fair Labor Practices Certification

Scope of Proposal and Background Information

Requested Services and Business Information

Sample Agreement for Professional Services

Sample Agreement for Professional Services Schedules

Sample Compactor Specification

#### **DRAWINGS**

Figure 1 – Site Map Drawing 1 – Site Plan

#### DANE COUNTY VENDOR REGISTRATION PROGRAM

All bidders / proposers wishing to submit a bid / proposal must be a registered vendor with Dane County & pay an annual registration fee. Complete a Vendor Registration Form at www.danepurchasing.com, or obtain one by calling 608/266-4131.

RFP No. 309006 rev. 04/09

#### **LEGAL NOTICE**

#### **REQUEST FOR PROPOSALS**

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, MAY 21, 2009

REQUEST FOR PROPOSALS NO. 309006
DESIGN SERVICES FOR
WASTE TRANSFER STATION BUILDING
AND
CLEAN SWEEP BUILDING
MADISON, WISCONSIN

Dane County is inviting Proposals for design services for a waste transfer station building and a clean sweep building to be located at Dane County Sanitary Landfill Site No. 2, 7102 U.S. Highway 12 & 18, Madison, WI 53718.

Request for Proposals 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 www.countyofdane.com/pwht/bid. Please call John Welch, Project Manager, at 608-516-4154, for any questions or additional information.

All Proposers wishing to submit a Proposal should be a registered vendor with Dane County & pay an annual registration fee. Complete Vendor Registration Form at www.danepurchasing.com or obtain one by calling 608-266-4131.

PUBLISH: APRIL 23 & 30, 2009 - WISCONSIN STATE JOURNAL

RFP No. 309006 rev. 01/08

# 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: Architectural / Engineering Design					
REQUEST FOR PROPOSAL NO.:	PROPOSAL OPENING DATE:	BID BOND:	PERFORMANCE BOND:		
309006	05/21/09	N/A	N/A		
PROPOSAL INVALID WITHOUT SIGNATURE  THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH.					
SIGNATURE OF PROPOSER	REQUIRED: (Do Not Type or Pr	DATE:			
SUBMITTED BY: (Typed Name)		TELEPHONE: (Incl	TELEPHONE: (Include Area Code)		
COMPANY NAME:					
ADDRESS: (Street, City, State, Z	ip Code)				
CONTRACT COMPLIANCE PROGRAM WORKSHEET					

- 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 from these businesses.
- B. Information from your response to this worksheet will be entered in the 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 business.
- C. **Contract Compliance Program:** Following are abbreviated definitions of ethnic and group codes used by Contract Compliance Program. See reverse side for full definitions:
  - 1. DBE Disadvantaged Business Enterprise
  - 2. MBE Minority Business Enterprise
  - 3. WBE Women Business Enterprise
  - 4. ESB Emerging Small Business
- D. Please select category / categories that best describe your business by marking letter for each column in box provided at bottom of column:

D DBE	B African American	L Male	E ESB
M MBE	H Hispanic American	F Female	<u> </u>
W WBE	N Native American / American India	ın —	
—	A Asian Pacific American		
	I Asian-Indian American		
•	<b>▼</b>	ullet	ullet

E.	I hereby certify that all of the above information given is true. If no category / category	ories are
	marked, I do not meet the requirements for any of the targeted groups.	
	Signature: Date:	

(over)

#### 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.

#### 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,

APPLICANT or PROPOSER, which has a submitted a proposal, bid or application for a contract with the county of Dane.

B. That BIDDER, APPLICANT or PROPOSER has (check one):

\_\_\_\_\_\_ not been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

\_\_\_\_\_ been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

**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.

#### Scope of Work and Background Information

Dane County Solid Waste seeks architectural / engineering design services for the design of a waste transfer station building, a clean sweep building, and all accessory design of these facilities.

Proposals must include a cost estimate for construction of the facilities and an estimate of the cost for performing architectural /engineering services, as outlined in RSBI. Proposals must also include an alternate proposal cost for Proposer to provide construction management services throughout the construction of the facilities.

Completion of Design and Bidding fee services does not obligate Owner to proceed with successful Proposer to later project phases. Owner may terminate this Agreement at completion of Bidding or Negotiation Phase services and perform all Construction Management services itself. In the case that Dane County chooses not to extend the successful Proposer's contract to include Construction Management services, successful Proposer shall still be responsible for engineering interpretation during the bidding phase and review of shop drawings and submittals. Therefore, costs associated with this work must be included in the base proposal cost estimate.

Proposals must be submitted to Dane County by Thursday, May 21, 2009 at 2:00 pm CST. Dane County intends to create short-list of Proposers By May 28, 2009. Proposers on the short-list may be asked to interview or to provide more detailed information.

The information provided below is intended to provide Proposers with general design guidelines for these facilities. However, Dane County is interested in Proposer's creativity and design ability, especially as it relates to the facility functionality and cost. Therefore, alternate designs may be accepted. If any component of Proposer's design is fundamentally different than what is outlined below, Proposer should explicitly describe the difference and explain the reason for the change.

#### I. General Project Information

#### A. General notes:

- 1. See hard copy of compactor specs
- 2. All plans and specs will need to be approved by State, but a building permit is not needed, as this site has a permanent building permit
- 3. Design site traffic flow to minimize danger to residents using the clean sweep facility.

#### **B.** Dane County will provide:

- 1. Basic site plan with soil conditions
- 2. Design elevations of floors
- 3. All fill material necessary to bring footprint up to desired elevations with a bearing capacity to be designed by A/E firm. There is a borrow site on the

- East side of the property. Contractor will be responsible for all earthwork and compaction of this fill material.
- 4. Dane County will install concrete culvert and do any asphalt work. Contractor is responsible for concrete work, including driving / parking pads
- 5. Dane County will handle all permitting requirements. However, successful Proposer must provide Construction Drawings and site maps sufficient for all permitting requirements.
- 6. Front end documents required for Bid Documents.

#### II. Waste Transfer Station Facility

#### A. Sorting Building – upper floor with push floor area

- 1. 18,000 SF of push floor
- 2. Classified as a utility building for code design purposes
- 3. Initially able to handle C&D waste from 600 tons per day with two compactors. Original building will also be designed to easily install compactors to eventually handling 1200 tons of MSW per day.
- 4. Compactors shall be Blok-Pak 3000, or County approved equal. Specifications for Blok-Pak 3000 are included in this RFP.
- 5. 8' x 8' floor openings for feeding compactors below
- 6. No floor drains unless required by regulatory agencies
- 7. Describe any portal frames needed, based on building design parameters
- 8. A full size expandable frame will be used on the endwall that is opposite the loading docks to allow for future expansion. This design work is included in this RFP. The work will be specified and priced as an optional bid when it goes out for bids from Contractors.
- 9. Sprinkled throughout building. Design entire sprinkling system based on unheated building design parameters.
- 10. Concrete floor to be designed to carry 100,000 lb wheel loader. Dynamic load is assumed to be 24,500 on each front tire. Tires are 29 x 29.5 loader tires. The design static load of garbage piled on the floor is assumed to be 600 lb/sq ft. Both static and dynamic loads will need to be confirmed by A/E firm.
- 11. 100' clear span building with 30' clearance to the haunch
- 12. 15' high concrete push walls on 3 sides with a 4' high surface mounted metal plate at the base of the push wall. The push walls need to be designed to withstand the loads of a 100,000 lb end loader pushing against them while fully loaded with waste
- 13. 7' of heavy duty corrugated steel on interior of walls above push walls to protect exterior walls from damage due to waste puncturing the wall
- 14. Do not design building to be a heated building, but there will be an in-floor or below-floor radiant heat system. Design this radiant heat system to use waste heat from two existing 3516 CAT electric generation engines to heat the floor to 40 degrees F with the doors open in order to prevent waste from freezing to the floor. Design of this entire system is included in the scope of this RFP. Work for a Contractor to install the in-floor radiant heat system

within the footprint of the building will be part of base bid. Work for a Contractor to modify the two existing CAT 3516 engines to provide sufficient heat to meet the radiant heating system requirements of the waste transfer station and the Clean Sweep building will be bid as a separate project from the rest of the construction. Successful Proposer will be responsible for assisting Dane County in bidding this work separately from the base bid.

- 15. Provide required exit doors
- 16. Four (4) overhead insulated steel doors with (3) windows in each and heavy duty track. Include door dimensions in Proposal. Overhead doors to have direct drive operators capable of remote operation and operation by buttons on the wall. Doors must only be capable of being fully open or fully closed.
- 17. Windows or translucent wall panels along top 4-5' of walls to provide natural light
- 18. 24 ga Architectural metal wall panels
- 19. 24 ga standing seam roof with 20 year roof warranty
- 20. Insulate walls and roof with fiberglass insulation and scrim-reinforced vinyl vapor barrier to prevent condensation
- 21. Design lighting at 50 foot-candles
- 22. Design electric service with all required transformers and 480 volt feed hook up. Service should be 480 A, 3-phase. There will be no electrical outlets on the interior of the top floor, but there will be one 30-Amp outlet on the outside.
- 23. Utility room for electric service entrance
- 24. Utility room for water service entrance and sprinkler pumps/ standpipe
- 25. Design building according to any ventilation or air exchange rates required by code
- 26. Designed so that there are no conveyor systems in the building
- 27. Proposal should include specific details and drawings on construction of transfer station floors and push walls, as well as a schematic building drawing and floor plan

#### B. Sorting Building – lower level where compactors are housed

- 1. 5,500 SF
- 2. There should be a total of six (6) bays in the building. Four (4) of these bays will eventually house compactors. The other two (2) bays may be used to house compactors or other equipment, such as a wood chipper for processing clean wood waste.
- 3. Concrete floor to be designed to carry 6 compactors that weigh 160,000 lbs each
- 4. Clear height of 16' from lower level floor to underside of the slab above
- 5. Include design of sewer lines from compactors to manhole
- 6. Electrical service and clear distances for 4' x 6' x 6' tall compactor power units and for (6) 110 volt outlets
- 7. Minimum of 8' between compactor units
- 8. Lighting at 50 foot-candles

- 9. Sprinkled for unheated space
- 10. 7 exit doors one at each end of the building and one in each aisle between the compactors

#### C. Sorting Building Site Design

- 1. (2) concrete slabs for parking and turning garbage trucks and semis
- 2. Design security lighting on exterior of building. Lighting under loading dock canopy to be 25 foot candles. Also, additional lighting by roll up doors
- 3. Cover the loading dock area with a canopy, as required by DNR. The minimum clear height required under the canopy beam shall be 28'.
- 4. Design proper drainage of site

#### III. Dane County Household Hazardous Waste Facility

#### A. Work Area Considerations

- 1. Participant projection: 15,000 household hazardous waste (HHW) & Product Exchange customers/year
- 2. Open during all landfill hours of operation
- 3. Need to separate HHW drop-off traffic from Product Exchange pick-up traffic
- 4. Year-round, all season operation
- 5. All waste sorting and storage operations to be conducted indoors or under shelter
- 6. Trash & recyclables receptacles
- 7. Building footprint (w/o canopy) = 4,500 square feet. Existing facility uses @5,000 square feet including structures, trailers and work space outside of canopy.
- 8. Need to meet w/ City Building and Fire Inspectors to determine basic haz mat storage and fire code issues.

#### B. Waste Types to be Handled at Facility

- 1. Flammables, Bulked
- 2. Flammables, Lab-packed
- 3. Flammables, Loose-packed
- 4. Poisons, Loose-packed
- 5. Poisons, Lab-packed
- 6. Aerosols, Loose-packed
- 7. Acids & Bases, Loose-packed
- 8. Acids & Bases, Lab-packed
- 9. Oxidizers, Lab-packed
- 10. Antifreeze, Bulked
- 11. Latex Paint, Loose-packed
- 12. Vehicle Batteries
- 13. Rechargeable Batteries
- 14. Mercury & mercury-containing devices

- 15. PCB Ballasts
- 16. Cylinders

#### C. Conceptual Facility Design Dimensions and Layout

- 1. 45'x100' Structure on impervious surface, with 30'x20' Canopy in front of Receiving Area
- 2. 66'x33' High Hazard Area, subdivided into Storage/Bulking and Receiving/Sorting zones
- 3. 27'x12' Product Exchange Room
- 4. 10'x12' Employee Entrance/Break Room
- 5. 18'x12' Main Office Room
- 6. 10'x12' Restroom
- 7. 45'x 34' Low Hazard Area
- 8. Two Loading Docks
- 9. Receiving traffic to one side of building; parking/visiting/product exchange on the other.
- 10. May share common wall with transfer station
- 11. Occupied spaces will be heated with an in-floor or below-floor radiant heat system. Design this radiant heat system to use waste heat from two existing 3516 CAT electric generation engines. Design of this entire system is included in the scope of this RFP. Work for a Contractor to install the infloor radiant heat system within the footprint of the building will be part of base bid. Work for a Contractor to modify the two existing CAT 3516 engines to provide sufficient heat to meet the radiant heating system requirements of the waste transfer station and the Clean Sweep building will be bid as a separate project from the rest of the construction. Successful Proposer will be responsible for assisting Dane County in bidding this work separately from the base bid.

#### D. High Hazard Area

- 1. Effort here is to isolate these operations from rest of facility to minimize probability of explosion or fire. Design considerations should include explosion-proof lighting and wiring, automatic fire suppression, mechanical ventilation with automatic fir dampers, and secondary containment costs and considerations.
- 2. High Hazard Zone 1 Waste Receiving and Sorting Area
  - a. Area where all customer waste is sorted into various containers
  - b. Floor dimensions are approx. 33'x33'
  - c. 16' wide door at access to canopy
  - d. Space allows for seven cubic yard boxes on spill containment pallets, 14 drums, trash cans, portable scale, PX sorting table, and customer service carts. This is a waste accumulation area meaning containers stay in the area until they are filled.
  - e. Additional considerations may need to be made for secondary containment and drainage in this area

- 3. High Hazard Zone 2 Drum/Labpack Storage and Solvent/Antifreeze Bulking Area
  - a. Floor dimensions are approx. 33'x33'
  - b. Area where full drums & containers are stored while awaiting shipment
  - c. Area also includes solvent/antifreeze bulking operations
  - d. Includes solvent bulking sump salvaged from existing clean sweep facility
  - e. Bulking area needs a sink and countertop area for cleanup and waste fingerprinting, and fumehood-type ventilation over bulking/fingerprinting areas
  - f. Anticipate storing universal wastes in this area as well (auto batteries, other rechargeable batteries)
  - g. Additional considerations need to be made for secondary containment and drainage in drum storage area

#### E. Low Hazard Area

1. This area is to be used primarily for equipment, tool, PPE, and supply storage, as well as truck loading/unloading operations. Two loading docks are proposed. Loading dock #2 will always have a trailer docked, as the trailer will be utilized to store full cubic yard boxes of waste awaiting shipment. Additionally, the area has been sized appropriately so as to accommodate a 30 cubic yard roll-off container and loading ramp for latex paint recycling operations. Floor dimensions in this area are approx. 45'x34'.

#### F. Product Exchange Room

1. This room is sized to accommodate four (4) 3'x6' free-standing shelving units, with 3" aisle space between and around shelving units. This room will be used to display and re-distribute useable products recovered from HHW customers. It should imitate a retail store environment. The room needs to be well-lit, utilizing both natural and artificial means. It is also important that this area be visible from the waste receiving & sorting area, so windows between these areas will be needed. Parking for product exchange customers needs to be nearby, but away from receiving queue.

#### G. Employee Entrance and Break Room

1. This room will be the main entrance to the facility for all employees. The room could also double as a small conference room for meetings. This room should have countertop and cabinet space, a sink, microwave, refrigerator and a table w/chairs.

#### H. Main Office

1. This room is sized to accommodate two workstations w/partitions, desks, computers and security/communication equipment. This space also needs to house files & record storage, and reference materials.

#### I. Rest Room

1. Unisex restroom. This room should include space for a changing area and lockers for employee property.

#### J. Canopy

1. Sized to accommodate four vehicles under shelter in queue. One-way traffic. Minimum overhead clearance of 12'.

#### K. Facility Safety & Security

- 1. Safety shower & eye wash stations
- 2. Fire suppression system and fire extinguishers
- 3. Fire exits
- 4. Incident and security alarm system

#### REQUESTED SERVICES AND BUSINESS INFORMATION

- A. Dane County is inviting proposals for professional architectural and engineering (A/E) design services for the Waste Transfer Station Building and Clean Sweep Building.
- B. Services that will be included in a Professional Services Agreement are as follows:
  - 1. Schematic Design documents:
    - a) Implementation of Dane County Solid Waste staff recommendations for Dane County review, input and modifications; and
    - b) Refined cost estimates.
  - 2. Design Development documents:
    - Working design drawings and specifications for Dane County review, input and modifications; design to include all building architectural, structural, mechanical, electrical, plumbing, telecommunications, fire protection, security and utility services; and
    - b) Design Development level cost estimates.

#### 3. Construction Documents:

- a) Final design drawings and specifications for Dane County review, input and modifications; design to include all building architectural, structural, mechanical, electrical, plumbing, telecommunications, fire protection, security and utility services;
- b) Detailed cost estimates; and
- c) Final Construction Documents; all drawings and specifications to be stamped by professional architect and/or engineer and State approved.

#### 4. Bidding Process:

- a) Prepare documents for the base bid for the facilities' construction and a separate bid for modifying the existing 3516 CAT generators to provide sufficient heat to meet radiant heat systems' requirements;
- b) Represent Dane County throughout process;
- c) Modify project design as required by Dane County Agreement;
- d) Provide details for any Addenda, Change Orders or Construction Bulletins; and
- e) Provide engineering interpretation during the bidding phase and review of shop drawings and submittals.
- 5. Construction Management (Submit Alternate Proposal Cost For This Work):
  - a) Coordinate project with Dane County Public Works Project Engineer;
  - b) Provide construction inspection (two inspections/week minimum) and oversee construction meetings (two meetings/month) including construction meeting minutes;
  - c) Process construction documents such as pay requests, change orders and shop drawings;
  - d) Obtain all necessary certificates of inspection reports, or other administrative work from any governmental or organizational agency, in order to enable full performance of the terms of this Agreement;
  - e) All testing, borings, major copying, reproductions and postage are to be done by third parties and paid directly by Dane County. A/E is to administer and advise on all these issues and obtain best value for Dane County;
  - f) Coordinate start-up with Public Works Project Engineer;

- g) Provide development and completion of project punch list; and
- h) Train Dane County for building and systems operations.
- C. Interested consultants are requested to submit the following information in their proposal, in seven (7) clearly distinct sections or divisions:

#### **Section 1 – Executive Summary / Project Summary**

The Executive Summary section should provide a general description of the proposed facilities, including any deviations from design guidelines given in Scope of Work and Background Information. This section should include a description of why the proposed change(s) meets, exceeds, or is irregular from the design guidelines. Reasons cited in this description may include, but are not limited to cost savings, facility functionality, durability, and construction schedule.

#### Section 2 – Proposer's Qualifications

Description of firm's qualifications, experience, organization and resources. This description must pay specific attention to the planning and design of waste transfer stations and hazardous waste handling facilities. Description must include:

- a) Corporate/business structure, including primary and secondary businesses;
- b) Experience with associated professional design standards, regulations, codes, etc.;
- c) Related design and construction experience;
- d) 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. These key staff should be present for the interview process if firm is short-listed.
- e) Separate descriptions, as appropriate, for each member if there is a consortium or partnership of two of more firms proposing, and a description of the relationship between the entities for this Proposal.
- f) Listing of other consultants who will participate in this Work and their area of expertise.

#### <u>Section 3 – Previous Design Experience</u>

Listing of at least three construction design projects completed by their company that are similar to the one being proposed. Particular attention will be paid to projects involving design of new waste transfer stations. Listing shall include for each project:

- a) Brief description of the project including services provided (e.g., structural design, construction management, architectural design, MEP engineering, etc.);
- b) Detail the proposing company's 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);
- d) Start and end dates of services;
- e) Specific details of originally proposed project budget and time of completion and final (actual) project budget and time of completion; and
- f) Description of any past, current, or pending litigation concerning landfill gas compression systems and payments.

#### Section 4 – Design Approach

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) Waste transfer facilities and waste handling;
- b) Clean sweep or hazardous material storage facilities; and
- c) State and federal statutes, regulations and codes for the same; and
- d) Specific experience with specialized facilities and populations.

#### Section 5 – Design Fees

Two (2) fees for services: A) stated as fixed fee for Design and Bidding Fee, which includes work completed in Schematic Design Phase, Design Development Phase, Construction Documents Phase, and Bidding or Negotiation Phase; and B) stated as fixed fee for Construction Management Fee, which includes work included in Construction Phase. Payments of these fees shall be made monthly in proportion to services performed so that compensation at completion of each Phase shall equal following percentages of total fees for services:

a. Design and Bidding Fee:

Schematic Design Phase 15%
Design Development Phase 35%
Construction Documents Phase 75%
Bidding or Negotiation Phase 100%

b. Construction Management Fee:

Construction Phase 100%

State clearly any limitations you wish to include in Agreement and advise of any conditions that you may have.

#### **Section 6 – Facility Cost Estimate**

This section shall include information related to the estimated cost of constructing the proposed facilities. Proposers should use best judgment as design professionals familiar with the current construction industry to provide cost estimates that are as accurate as possible. However, the purpose of this construction cost estimate is not to provide a cost estimate that the Proposer must guarantee. Instead, the purpose of this section is to account for how different design elements and techniques can affect the overall project cost. Proposer should clearly explain any design elements or techniques that may result in cost savings over the proposed deign guidelines or over traditional design elements and techniques.

#### **Section 7 – Schedule**

Indicate individual staff availability and tentative project timetable for all phases of the project development, design and construction, assuming a contract start date of June 29, 2009.

In addition to the phases listed above, indicate any critical path tasks, any tasks that will take a significant amount of time, and any equipment with long lead times. Also, indicate any opportunities for shortening the project schedule and estimated associated costs.

D. Proposing consultants will be evaluated on this criteria:

Site Layout / Facility Functionality	20%
Past Project Experience & References	15%
Project Personnel & Experience	15%
Interview Q & A	15%
Schedule	10%
Design Costs	10%
Estimated Facility Costs	10%
Approach to Project	5%
Total	100%

- E. Dane County will provide all available site drawings, utility drawings, and bidding front end documents to selected A/E firm. These drawings and specifications may not be complete or in an as-built condition. A/E firm will need to confirm accuracy of drawings and specifications. Dane County will also provide all fill material and all asphalt paving work needed for construction.
- F. 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
April 29, 2009	RFP issued
May 11, 2009 @ 10:00 AM CST	Optional site tour
May 14, 2009 @ 2:00 PM	Written inquiries due
May 15, 2009	Last Addendum (if necessary)
May 21, 2009 @ 2:00 PM CST	Proposals due
June 1-5, 2009(estimated)	Oral presentations / interviews for invited proposing companies
June 12, 2009 (estimated)	Notification of intent to award sent out
June 29, 2009 (estimated)	Contract start date

- G. A site tour will be held for proposing companies on Monday, May 11, 2009 at 10:00 AM at the Dane County Sanitary Landfill Site #2 starting in the main office building on site. This cursory tour will go until approximately 11:00 AM. Proposing companies are strongly encouraged to attend this tour, however attendance is optional.
- H. 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

I. Information regarding this project may be obtained from John Welch, Project Manager, 608/267-8815. Proposers must submit all questions in writing by May 14, 2008 to the following email address: <a href="welch@co.dane.wi.us">welch@co.dane.wi.us</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.

- J. 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.
- K. All Proposals must be submitted by 2:00 P.M. CST, Thursday, May, 21, 2009.
- L. Dane County reserves the right to accept or reject any Proposal submitted.
- M. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach for the design of this Work, a timetable and the basis of their fee schedule.
- N. 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. 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. Completion of Design and Bidding fee services does not obligate Owner to proceed with successful Proposer to later project phases. Owner may terminate this Agreement at completion of Bidding or Negotiation Phase services.
- O. 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.
- P. Dane County reserves the right to negotiate an Agreement after the successful firm is selected.
- Q. Dane County is an Equal Opportunity Employer.
- R. 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 WASTE TRANSFER STATION BUILDING AND CLEAN SWEEP BUILDING IN MADISON, WISCONSIN

#### RFP NO. 309006

**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 construct Waste Transfer Building and Clean Sweep Building at the Dane County Sanitary Landfill Site No. 2, 7102 U.S. Highway 12 & 18, Madison, WI 53718; 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 design and construction of Dane County Waste transfer Building and Clean Sweep Building (hereinafter, "the Project") shall be as set forth in Schedule A and Schedule C. 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 Schedules A and C.

#### **SCHEMATIC DESIGN PHASE**

- (2) ARCHITECT / ENGINEER shall obtain from OWNER information and materials necessary to ascertain scope of the Project and shall verify with OWNER program and functional requirements of the Project.
- (3) Based on information, materials and requirements as verified by OWNER, ARCHITECT / ENGINEER shall prepare Schematic Design Documents consisting of drawings and other documents illustrating scale and relationship of the Project components. Schematic Design Documents shall be submitted to OWNER for written Approval.
- (4) ARCHITECT / ENGINEER shall submit to OWNER construction cost estimates based on information provided by OWNER and approved Schematic Design Documents.

#### **DESIGN DEVELOPMENT PHASE**

- shall prepare Design Development Documents consisting of drawings and other documents to fix and describe size and character of the Project as to specifications, details, materials, components, equipment and systems, including site, utility, structural, mechanical, electrical, plumbing, controls, security, telecommunications, well and waste treatment systems. Design Development Documents shall be submitted to OWNER for written Approval.
- (6) ARCHITECT / ENGINEER shall submit to OWNER revised construction cost estimate.

#### CONSTRUCTION DOCUMENTS PHASE

(7) Based on approved Design Development Documents, ARCHITECT / ENGINEER shall prepare Drawings and Specifications setting forth in detail requirements for bidding and constructing the Project, including necessary bidding information. OWNER shall prepare necessary invitation and instructions to bidders, bidding forms, form of Contract between OWNER and Contractor, General Conditions of Contract, and Supplementary Conditions.

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Drawings, Specifications and other documents prepared by ARCHITECT / ENGINEER under this Construction Document Phase shall be submitted to OWNER for written Approval.

- (8) ARCHITECT / ENGINEER shall advise OWNER of any adjustments to previously submitted construction cost estimate indicated by changes in requirements or general market conditions, and shall obtain OWNER'S written approval of any such changes.
- (9) ARCHITECT / ENGINEER shall submit construction related documents requiring approval of governmental authorities having jurisdiction over the Project. <u>Before submitting these documents to governmental authorities for approval, ARCHITECT / ENGINEER must verify with OWNER that approval of government authorities is necessary for this project.</u>

#### BIDDING OR NEGOTIATION PHASE

(10) Following OWNER'S approval of documents prepared under Construction Documents Phase and latest construction cost estimate, ARCHITECT / ENGINEER shall assist OWNER in obtaining bids or negotiated proposals, in reviewing submittals, and in awarding and preparing construction contracts.

#### CONSTRUCTION PHASE

- (11) Construction Phase shall commence with award of Construction Contract and shall terminate when OWNER accepts the Project.
- (12) ARCHITECT / ENGINEER shall provide administration of Construction Contract and will report deviations from Drawings and Specifications discovered as result of inspection visits called for in Schedule A.
- (13) ARCHITECT / ENGINEER, as representative of OWNER during Construction Phase, shall advise and consult with OWNER and all of OWNER'S instructions to Contractor shall be issued through ARCHITECT / ENGINEER. ARCHITECT / ENGINEER shall have authority to act on behalf of OWNER to extent provided in this Agreement unless otherwise modified in writing.

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- (14) ARCHITECT / ENGINEER shall at all times have access to the Project and work thereon. Give consideration and attention to facility needs and surrounding environment and work accordingly. Coordinate concerns or questions about facility staff's needs and surrounding environment with Facility Manager or Public Works Project Engineer.
- (15) ARCHITECT / ENGINEER shall endeavor to protect OWNER against defects and deficiencies in work of Contractor. ARCHITECT / ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project.
- (16)Based on site observations and on Contractor's Application & Certificate for Payment, ARCHITECT / ENGINEER shall determine amount owed to Contractor and shall certify such amounts. OWNER shall then be responsible for given final approval of payment. Certifying of Application & Certificate for Payment shall constitute representation by ARCHITECT / ENGINEER to OWNER, based on ARCHITECT / ENGINEER'S site observations and data comprising Application & Certificate for Payment, that work has progressed to point indicated, that to ARCHITECT / ENGINEER'S best knowledge, information and belief, quality of work is in accordance with Construction Documents (subject to evaluation of work for conformance with Construction Documents upon substantial completion, to results of any subsequent tests required by Construction Documents, to minor deviations from Construction Documents correctable prior to completion, and to any specific qualifications stated in Application & Certificate for Payment); and that Contractor is entitled to payment in amount certified. By certifying Application & Certificate for Payment, ARCHITECT / ENGINEER shall not be deemed to represent that ARCHITECT / ENGINEER has made any examination to ascertain how and for what purpose Contractor has used money paid on account of contract sum.
- (17) ARCHITECT / ENGINEER shall be, in first instance, interpreter of requirements of Construction Documents and shall make recommendations on all claims of OWNER or Contractor relating to execution and progress of the Project and on all other matters or questions

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relating thereto. ARCHITECT / ENGINEER'S decisions in matters relating to artistic effect shall be final if consistent with intent of Construction Documents.

- (18) ARCHITECT / ENGINEER shall have authority to reject work that does not conform to Construction Documents. Whenever, in ARCHITECT / ENGINEER'S reasonable opinion, ARCHITECT / ENGINEER considers it necessary or advisable to insure proper implementation of intent of Construction Documents, ARCHITECT / ENGINEER will have authority to require reasonable number of inspections or testing of any work in accordance with provisions of Construction Documents whether or not such work be then fabricated, installed or completed.
- (19) ARCHITECT / ENGINEER shall review and approve shop drawings, samples, and other submissions of Contractor for conformance with design concept of the Project and for compliance with Drawings and Specifications.
- (20) ARCHITECT / ENGINEER shall prepare information for Change Orders and submit to OWNER for approval and publication.
- payment, substantial completion and final completion. They shall receive and review written guarantees and related documents assembled by Contractor, for OWNER'S permanent record, and shall certify final Application & Certificate for Payment.
- (22) ARCHITECT / ENGINEER shall not be responsible for acts or omissions of Contractor, or any Subcontractors, or any of Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Project.
- (23) ARCHITECT / ENGINEER shall not be responsible for making investigations involving detailed appraisals and evaluations of existing facilities, and surveys or inventories required in connection with construction performed by OWNER.
- (24) ARCHITECT / ENGINEER shall not be responsible for providing consultation concerning replacement of any work damaged by fire or other cause during construction, and

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furnishing professional services of type set forth under Basic Services section under Article 1 as may be required in connection with replacement of such work.

- (25) ARCHITECT / ENGINEER shall not be responsible for providing professional services made necessary by default of Contractor or by major defects in work of Contractor in performance of Construction Contract.
- (26) ARCHITECT / ENGINEER shall not be responsible for preparing to serve or serving as expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- (27) ARCHITECT / ENGINEER shall provide usual and customary services of architectural and engineering consultants for design and engineering of site, architectural, structural, mechanical, electrical, plumbing, controls, security, telecommunications, well, and waste treatment systems included in the Project.
- (28) 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.

#### 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) OWNER shall pay for necessary testing services, including lab work, soil borings, compaction testing and concrete testing. ARCHITECT / ENGINEER shall supervise such testing.
- (5) If OWNER becomes aware of any fault or defect in the Project or non-conformance with Construction Documents, 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.
  - (6) OWNER shall expeditiously furnish existing site drawings.

#### **CONSTRUCTION COST**

- (1) Actual or probable construction cost is the OWNER accepted bid, alternates and Change Orders of the Project.

  (2) Actual or probable construction cost is not to be used as basis for determining ARCHITECT / ENGINEER'S compensation under this Agreement.

  (3) Actual or probable construction cost does not include compensation of ARCHITECT / ENGINEER and ARCHITECT / ENGINEER'S consultants, cost of land, rights-of-way, or other costs which are responsibility of OWNER.
- (4) Construction cost estimates prepared by ARCHITECT / ENGINEER represent ARCHITECT / ENGINEER'S best judgment as design professionals familiar with current construction industry. It is recognized, however, that neither ARCHITECT / ENGINEER nor OWNER has any control over cost of labor, materials or equipment, over methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, ARCHITECT / ENGINEER does not guarantee that bids will not vary from any construction cost estimates prepared by ARCHITECT / ENGINEER.

- (5) There shall be bidding contingency in amount equal to ten percent (10%) of cost of construction set forth in construction cost estimate approved by OWNER at Design Development Phase, including any adjustments approved at Construction Documents Phase.
- (6) If Bidding or Negotiating Phase has not commenced within six months after ARCHITECT / ENGINEER submits Construction Documents to OWNER, construction cost estimate approved by OWNER at Design Development Phase, including adjustments approved at Construction Documents Phase, shall be adjusted to reflect any change in general level of prices which may have occurred in construction industry for area in which the Project is located. Adjustment shall reflect changes between date of submission of Construction Documents to OWNER and date on which proposals are sought.
- OWNER at Design Development Phase (including any adjustments approved at Construction Documents Phase plus amount of bidding contingency established hereunder) is exceeded by lowest bona fide bid, OWNER shall:

  (a) Give written approval to proceed with the Project at said bid amount; or

(b)/

- Authorize re-bidding the Project within reasonable time and cooperate with ARCHITECT / ENGINEER in revising the Project scope to reduce cost of the Project to amount not in excess of cost of construction set forth in construction cost estimate approved at Design Development Phase (including adjustments approved at Construction Documents Phase plus amount of bidding contingency).
- (8) In case of (b), ARCHITECT / ENGINEER, without additional charge, shall modify Drawings and Specifications as necessary and as approved by OWNER to reduce cost of the Project prior to re-bid. Providing of such service shall be limit of ARCHITECT / ENGINEER'S responsibilities in this regard and, having done so, ARCHITECT / ENGINEER shall be entitled to compensation set forth in this Agreement.

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#### DIRECT PERSONNEL EXPENSE

(1) Direct Personnel Expense is defined as salaries of professional, technical and 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 5**

#### REIMBURSABLE EXPENSES

- (1) Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and 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. Reimbursable Expenses shall be directly billed to OWNER and may include following:
  - (a) Expense of reproducing and mailing Drawings and Specifications for bidding.
  - (b) On and off site testing.

#### **ARTICLE 6**

#### PAYMENTS TO ARCHITECT / ENGINEER

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

Design and Bidding Fee:

Schematic Design Phase 15% Design Development Phase 35% Construction Documents Phase 75% Bidding or Negotiation Phase 100%

Construction Management Fee:

Construction Phase 100%

- (2) Payments for additional services of ARCHITECT / ENGINEER and for Reimbursable Expenses shall be made monthly upon submission by ARCHITECT / ENGINEER of statements for services rendered. OWNER shall make payments for Reimbursable Expenses directly to provider of service.
- (3) No deductions shall be made from ARCHITECT / ENGINEER'S compensation because of penalty, liquidated damages, or other sums withheld from payments of contractors.

#### **ARTICLE 7**

#### 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 8**

#### 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 Bidding or Negotiation Phase services does not obligate OWNER to proceed with ARCHITECT / ENGINEER to later project phases. OWNER may terminate this Agreement at completion of Bidding or Negotiation Phase

services.

#### OWNERSHIP OF DOCUMENTS

- (1) Drawings and Specifications shall remain property of ARCHITECT /
  ENGINEER whether the Project for which they are made is executed or not. ARCHITECT /
  ENGINEER shall furnish OWNER with:
  - (a) Four (4) regular bound copies of final Schematic Design Phase Documents:

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- (b) Four (4) regular bound copies of final Design Development Phase Drawings;
- (c) Four (4) regular bound copies of final Design Development Phase Project Manual (Specifications) in 8½ x 11 format;
- (d) Electronic version of final Design Development Phase Documents (Drawings in AutoCAD 2007 (or earlier version) and Project Manual in Word 2000 (or earlier version)) on CD;
- (e) Four (4) regular bound copies of 95% Review Construction Document Phase Drawings;
- (f) Four (4) regular bound copies of 95% Review Construction Document

  Phase Project Manual (Specifications) in 8½ x 11 format;
- (g) Electronic version of 95% Review Construction Document Phase

  Documents (Drawings in AutoCAD 2007 (or earlier version) and Project

Manual in Word 2000 (or earlier version)) on CD;

- (h) Four (4) unbound copies of both final Construction Document Phase Drawings and As-Built Drawings in reproducible prints;
- (i) One (1) regular bound copy of final Construction Document Phase

  Drawings to be submitted by ARCHITECT / ENGINEER to State of

  Wisconsin for stamped approval;
- (j) Electronic version of both final Construction Document Phase Drawings and As-Built Drawings in AutoCAD 2007 (or earlier version) on CD;
- (k) Four (4) regular bound copies of final Construction Document Phase

  Project Manual and final As-Built Project Manual;
- (l) One (1) regular bound copy of final Construction Document Phase

  Project Manual to be submitted by ARCHITECT / ENGINEER to State

  of Wisconsin for stamped approval;

- (m) Electronic version of both final Construction Document Phase ProjectManual and final As-Built Project Manual in Word 2000 (or earlier version) on CD; and
- (n) Electronic version of final Construction Document Phase Project manual in Adobe PDF 7.0 (or earlier version) on CD;

#### 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 11

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 12**

#### **GOVERNING LAW**

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

#### 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.
- In order to protect itself and OWNER, its officers, boards, commissions, agents, (2) 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.

- 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.

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#### NO WAIVER BY PAYMENT OR ACCEPTANCE

(1) 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 15**

#### NONDISCRIMINATION

- 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.

CIVIL RIGHTS COMPLIANCE

(1) If ARCHITECT / ENGINEER has twenty or more employees and receives
\$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 cover two-year period.
ARCHITECT / ENGINEER who has less than twenty employees, but who receives more than

\$20,000.00 from OWNER 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'S designated 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.
- (4) ARCHITECT / ENGINEER shall provide copies of all announcements of new 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 17**

#### 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, according to Chapter 25.016 of the Dane County Ordinances. 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 18**

# LIVING WAGE

- (1) ARCHITECT / ENGINEER agrees to pay all workers employed by ARCHITECT / ENGINEER in performance of this Agreement, whether on a full-time or part-time 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;
- (e) When employees are student interns;
- (f) When ARCHITECT / ENGINEER meets any other criteria for 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 19**

## **MISCELLANEOUS**

(1)	ARCHITECT / ENGINEER warrants that it has complied with all necessary	
requirements t	o do business in State of Wisconsin, that persons executing this Agreement on its	
behalf are authorized to do so, and, if a corporation, that name and address of ARCHITECT /		
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  Signature  Printed or Typed Name and Title  * * * * * * *	Date
FOR OWNER:	
Kathleen M. Falk, County Executive	Date
Robert Ohlsen, County Clerk	Date

# SCHEDULES FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR THE DANE COUNTY WASTE TRANSFER BUILDING AND CLEAN SWEEP BUILDING IN MADISON, WISCONSIN

## RFP NO. 309006

## SCHEDULE "A"

- A. Architect / Engineer's (A/E's) Scope of Services Summary:
  - 1. Schematic design.
  - 2. Design development.
  - 3. Detailed cost estimates.
  - 4. Preparation of final design for Owner review, input, and changes.
  - 5. Preparation of Construction Documents for bidding (including working drawings and specifications of all building site, architectural, structural, mechanical, electrical, plumbing, controls, security, telecommunications, well and waste treatment systems). All drawings and specifications to be State approved and stamped.
  - 6. Engineering interpretation during the bidding or negotiation phase.
  - 7. Alternate Proposal Only Construction inspection and administration of at least two visits/week and construction meetings (two/month) including construction meeting minutes. At certain phases of the Project, daily visits may be required, but in no case, less than two visits per week. At least one visit per week shall be by an experienced construction manager to verify proper testing is being done and proper materials are being used and installed per drawings and specifications.
  - 8. Alternate Proposal Only Processing construction paperwork such as pay requests, change orders and shop drawings.
  - 9. Approve material submittals.
  - 10. Coordinate all Work with Dane County Public Works Project Engineer.
  - 11. Estimates, specifications, design, locating, bidding and construction management of site utilities, storm water, sewer lines, , electrical transformers and lines, telephone pedestals and lines and other services as may be needed.
  - 12. Dane County will handle all permitting requirements. However, successful Proposer must provide Construction Drawings and site maps sufficient for all permitting requirements.
  - 13. Obtain all necessary certificates of inspection reports, or other clearances requirements from any governmental or organizational agency, in order to enable full performance of terms of this Agreement.
  - 14. All testing, borings, major copying, reproductions and postage are to be done by third parties and paid directly by Dane County. A/E is to administer and advise on all these issues and obtain best value for Dane County.

## **SCHEDULE "B"**

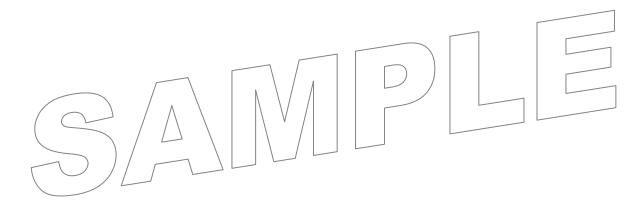
A. Payment for these services will be paid as work progresses and as scheduled in Agreement. Agreement Design and Bidding fee amount is \$XXX.00. Agreement Construction Management fee amount is \$XXX.00. Agreement amount includes all fees for data gathering, designs, processing, subcontractors, equipment and materials, construction administration, profit and mark-up. Completion of Design and Bidding fee services does not obligate Owner to proceed with successful Proposer to later project phases. Owner may terminate this Agreement at completion of Bidding or Negotiation Phase services.

RFP No. 309006 S - 1 rev. 07/08

B. Invoices shall be submitted to: John Welch, Project Engineer, Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713.

# **SCHEDULE "C"**

- A. This Agreement covers following expanded services:
  - 1. Dane County will advertise and accept bids for construction phase.
  - 2. Single prime General Contractor will bid base bid of project construction phase.
  - 3. As a separate bid, a second General Contractor will bid work to modify the two existing CAT 3516 engines to provide sufficient heat to meet the radiant heating system requirements of the waste transfer station and the Clean Sweep building.
  - 3. Progress meetings are to be held twice monthly at a minimum.
  - 4. If Dane County accepts the proposed Construction Management fee, Architect / Engineer is to oversee the Project, not only as Architect / Engineer, but also as a Construction Manager.
  - 5. Dane County Public Works Project Engineer shall receive and approve all Architect / Engineer approved payments and submittals.



# BID SPECIFICATIONS FOR BLOK-PAK 3000 78" ISW 80 1/2" LOG 100 HP—200 GPM

<u>Comments:</u> The compactor shall comply with ANSI Standard Z245.2 – 2004.

# I. PERFORMANCE

- A. Minimum Charge Box Capacity as rated by MFR. 13.2 cu yds.
- B. Minimum Clear Top Opening 74 3/4"W x 99.5"L
- C. Maximum Cycle Time 16 seconds (dry cycle using 10" penetration into block forming chamber)
- D. Compaction Force:
  - 1. Minimum Normal Force 196,350 lbs.
  - 2. Minimum Maximum Force 235,600 lbs.
- E. Pounds per square inch on Ram face:
  - 1. Minimum Normal Force 35.5 psi
  - 2. Minimum Maximum Force 42.5 psi
- H. Minimum Ram Penetration: 60 inches into trailer
- I. Overall dimensions shall be: 53'7"OAL x 11'7"OAW x 21'7"OAH (Machine)
- J. Block –Forming Chamber shall be: 107 ½" LONG x 78" WIDE x 79 1/2" HIGH (Blocks will expand upon exiting chamber)
- K. Throughput rate of up to 90 U.S. tons per hour continuous (does not include any container swap delays that may occur, and will depend upon incoming density and feed conditions.

# II. STRUCTURAL

- A. Body Assembly
  - 1. The forward packer sides shall be constructed of 1/2" plate with 3/8" ASTM 500F plate liners in the charge box area. Liners shall be plug welded. Aft section packer sides shall be constructed of 3/8" plate with 3/8" ASTM 500F plate liners. Liners shall be plug welded.
  - 2. Each chamber side shall be reinforced with (1) 8" x 6" x 3/8" structural tube at top running the full length of section, (16) 6" X 13# structural channels

mounted vertically and strategically spaced down the length of machine with (5) 3/4" plates mounted horizontally in conjunction with flanges to insure proper mating of the sections. Each aft section shall be reinforced with (1) 8" X 6" X 3/8" structural tube at top running the full length of the section, (15) 6" X 13# structural channels and (5) 3/4" plate mounted horizontally in conjunction with flanges to insure proper mating, (2) 6" X 13# structural channels mounted horizontally at rear.

- 3. The rear cylinder support shall be constructed of minimum 18" channels @ 58#/ft and 1 1/4" x 30" plate. A center support for the cylinder shall also be provided.
- 4. The forward section packer floor shall be 3/4" plate supported by (6) 8" X 11.5 and (6) 8" X 18.75# channels across the bottom. The floor is further supported by (2) 8" X 18.75# channels running the length of the change chamber area with (2) 4 X 4 tubing running the length of the discharge area, with (6) 4 X 4 tubing across the bottom. Packer floor shall be 1/2" plate supported by (8) 8" X 11.5# channels. Rear section will be 1/4" plate supported by (6) 8" X 11.5# channels and (3) 4" I-beam, further supported by (2) 8" x 11.5# channels running the length of the section. Floor liner shall be 1/2" ASTM 500F plate. Liners shall be plug welded. The floor shall have 1/2" ASTM 400F bars for tongue and groove floor.
- 5. The gate track assembly shall be constructed of 1" plate and lined with 3/8" ASTM 400F bars running the full length.
- 6. The gate shall be constructed of 1" plate and 3/4" plate supported by (12) 1" bars and (3) 1 1/2" plates running full width and height of the gate. Gate Lifting bar shall be (2) 1" X 8 A-514 plate tied together with a 1" x 5 bar and welded to gate.

# B. Ram Assembly

- 1. The ram face shall be 1 1/4" plate supported by (2) 2" X 14 1/2" plates, and (4) 1" x 14 1/2" plates mounted vertically and running full height of ram, further supported by (21) 1" plates mounted horizontally.
- 2. The ram top shall be 3/4" thick plate supported by (20) 8" channels mounted horizontally with those members further supported by (7) 8" structural channel per side mounted vertically.
- 3. The ram sides shall be constructed of 3/8" plate with 3/8" ASTM 500F liners.
- 4. The ram floor shall be 1/2" plate lined with 1/2" ASTM 500F plate. Ram bottom and compactor floor shall have tongue and groove 1/2" ASTM 400F bars across the full width of the unit.

5. The ram wiper shall be 1" plate, hinged at the top, and welded to the charging chamber cross members.

# C. Trailer Locking Mechanism (Optional)

- 1.Compactor platform shall be equipped with retractable hydraulic scissor assembly to facilitate trailer securement. Locking mechanism shall be capable of holding trailer in position and withstanding full forces exerted by the compactor.
- 2. Power unit for locking mechanism shall be 10 H.P. 3 phase 460VAC with a 10 gpm fixed displacement pump.
- D. Electronic Strain Gauge Load Cells / Weighing System (Optional)
  - 1. As an option, an electronic weighing system may be purchased to indicate payload weights via electronic strain gauges.

# E. Platform

1. A platform shall be provided to raise the compactor to the proper height for discharging logs into a containment vehicle.

## III. HYDRAULIC

- A. Pump capacity Minimum 200 gpm total flow.
- B. System pressure:
  - 1. Normal System Pressure-2500 psi
  - 2. Maximum System Pressure 3000 psi
- C. Minimum Hydraulic Cylinder 10" bore and 7" rod and 288" stroke.
- D. Reservoir Capacity 400 gal.
- E. Hydraulic scissor (optional) shall operate from a single power source, and be controlled by manual valve banks located adjacent to the trailer interface.
- E. Main cylinder directional control manifold
  - 1. Manifold to be poppet logic system with all valves necessary for ram extend, regenerative and retract in one manifold.
  - 2. All poppets shall be DIN standard with DO3 control valves.
  - 3. Manifold shall have relief to prevent over pressure to cylinder rod end and base end. Pressure gauges shall be provided in appropriate ports.

# G. Gate Cylinders

1. Gate cylinders shall be equipped with adjustable counterbalance valves.

2. Cylinders shall move at high speed and decompress toward end of stroke in either direction.

#### H. Oil Cooler

- 1. Oil cooler shall be provided to prevent hydraulic system overheating.
- 2. Oil cooler shall be manufactured by Thermal Transfer or American Industrial.
- 3. Oil cooler shall be air to oil type.

# IV. ELECTRICAL

#### A. Motor

Motor - Motor shall be 100 hp - 3 phase TEFC; 60 cycle: 460 volts.

## B. Motor Control Panel

- Control panel shall carry Underwriters Laboratory Label. This is to assure compliance with local, state and federal codes and facilitate installation where such a label is required.
- 2. Control panel shall be rated NEMA 12.
- 3. Control panel shall be equipped with a fused disconnect suitable for the combined motors and electrical system for the machine.

# C. Controls:

- Unit shall contain a touch screen allowing all functions to be accessed through individual screens. Power On, On/ Off, and Emergency Stop shall be accessible independently of the touch screen and be mounted on the control panel. Power On shall be illuminated.
- 2. Stop buttons shall be red and mushroomed.
- 3. For emergencies, a means of stopping and controlling movement of the ram shall be provided both on the touch screen and in a separate control station mounted at the driver's side trailer interface position.
- 4. Standard controls shall include audible and visual alarms for startup.
- 5. Control buttons to be Allen Bradley 800T.
- 6. Automatic cycling shall be accomplished via an ultrasonic sensor, strategically mounted at the charging chamber.

- 7. Ram position shall be monitored utilizing a laser sensor for accuracy.
- 8. A touch screen shall constantly monitor and display vital information for machine function including oil temperature, pressure, ram position, block length, log length, block weight, accumulated log weight and mode of machine.
- 9. A din rail mounted modem shall be provided for remote access and diagnostics.

# V. GENERAL

- A. The entire unit shall be steam cleaned to remove all grease, grime, and scale, and be phosphatized to assure paint adhesion. The unit shall be primed with alkyd enamel primer with a mil thickness of not less than 2 mils, and top coated with alkyd enamel paint with a mil thickness of not less than 2 mils.
- B. The entire unit shall weigh not less than 67 tons.



