



RFP NO. 315043

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

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

REQUEST FOR PROPOSALS NO. 315043
EVALUATION OF FINAL COVER SYSTEM ALTERNATIVES
DANE COUNTY LANDFILL SITE #2
7102 U.S. HIGHWAY 12 & 18
MADISON, WISCONSIN

Due Date / Time: **TUESDAY, SEPTEMBER 15th, 2015/ 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

Performance / Payment Bond: **NONE**

Bid Deposit: **NONE**

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

MIKE RUIPER, SPECIAL PROJECTS MANAGER
TELEPHONE NO.: 608/266-4990
FAX NO.: 608/267-1533
E-MAIL: RUPIPER.MICHAEL@COUNTYOFDANE.COM



County Executive
Joseph T. Parisi

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

August 25, 2015

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 315043 to provide professional engineering consulting services for the Evaluation of Landfill Final Cover System Alternatives for Dane County Landfill Site #2. The Proposals are due on or before **2:00 p.m., Tuesday, September 15, 2015**. No proposal bond or performance bond is required for this project.

SPECIAL INSTRUCTIONS

Please be sure to complete one unbound original and three 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 Proposal information after Fair Labor Practices Certification.
4. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:
"Proposal No. 315043
Evaluation of Landfill Final Cover System Alternatives
2:00 p.m., Tuesday, September 15, 2015"
5. Mail to:
Mike Rupiper , Project Engineer
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call Mike Rupiper at 608/266-4990 or send email to Rupiper.Michael@countyofdane.com.

Sincerely,

Mike Rupiper

Special Projects Manager

Encl.: Request for Proposals No. 315043 Package

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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., TUESDAY, SEPTEMBER 15, 2015

REQUEST FOR PROPOSALS NO. 315043

EVALUATION OF FINAL COVER SYSTEM ALTERNATIVES

DANE COUNTY LANDFILL SITE #2

7102 U.S. HIGHWAY 12 & 18

MADISON, WISCONSIN

Dane County is inviting Proposals for professional engineering consulting services for an evaluation of final cover system alternatives at Dane County Landfill Site #2. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Proposals document & submit Proposals.

Request for Proposals document may be obtained after **2:00 p.m. on Tuesday, August 25, 2015** by downloading it from countyofdane.com/pwbids. Please call Mike Rupiper, Special Projects Manager, at 608/266-4990 for any questions or additional information.

All Proposers must be a registered vendor with Dane County & pay an annual registration fee before award of Agreement. Complete Vendor Registration Form at danepurchasing.com/registration or obtain one by calling 608/266-4131.

PUBLISH: AUGUST 25 & SEPTEMBER 1, 2015 - WISCONSIN STATE JOURNAL



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: Professional Engineering Consulting Services for the Evaluation of Landfill Final Cover System Alternatives			
REQUEST FOR PROPOSAL NO.: 315043	PROPOSAL DUE DATE: 09/15/15	BID BOND: N/A	PERFORMANCE BOND: 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 Print)		DATE:	
SUBMITTED BY: (Typed Name)		TELEPHONE: (Include Area Code)	
COMPANY NAME:			
ADDRESS: (Street, City, State, Zip 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		
W	WBE	N	Native American / American Indian				
		A	Asian Pacific American				
		I	Asian-Indian American				
↓		↓		↓		↓	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

- E. I hereby certify that all of the above information given is true. If no category / categories 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 disadvantaged 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 whose 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: www.danepurchasing.com/partner_benefit.aspx

REQUESTED SERVICES AND BUSINESS INFORMATION

1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional engineering consulting services for the evaluation of landfill final cover system alternatives at Dane County Landfill Site #2. The site is located at 7102 U.S. Highway 12 & 18 in Madison, WI. A small composting operation, compressed bio-gas (bio-CNG) operation, landfill gas to electricity operation, construction and demolition waste recycling facility, and clean sweep operation are also located on the property. Operation and maintenance is performed using County staff and equipment and often times landfill infrastructure construction is also performed by County Staff. The property is approximately 196 acres with the landfill located in the center and eastern side of the property. The landfill opened in 1985, with expansions approved in 1994 and 2014. The Clean Sweep is located in the northwest corner of the property and was constructed in 2012. In June 2015 construction began on a Construction and Demolition (C&D) Materials Recovery Facility (MRF) at the former Waste Transfer Station. The landfill is expected to be in operation for another 15 years with the available air space and predicted tonnages of approximately 175,000 tons per year. A site map is included as Figure 1.
- B. The eastern end of the property started undergoing construction for additional landfill space in 2014 with Phase 9 Cell 1. Phase 10 Cell 1 is currently being constructed. The landfill will undergo construction for a liner event or capping event nearly every year until Phase 12 is completed. The estimated capping schedule is shown in the table below. The area of the landfill that currently has final cover is shown in Figure 2. Approved final grades for the site are shown in Figure 3.

Capping Area	Estimated Acres	Estimated Year
1E (Phase 8)	12.9	2016
2E (Phase 7)	12.8	2018
3E (Phase 6)	14.2	2019
E1 (Phase 9 Cell 1 & Phase 10 Cell 1)	13.3	2021
E2 (Phase 10 Cells 2 & 3)	17.3	2026
E3 (Phase 9 Cell 2)	5.0	2029
E4 (Phase 11)	5.0	2031
E5 (Phase 12)	5.0	2034

- C. The approved Plan of Operation for the landfill currently requires the use of a composite clay-geomembrane final cover system or a composite geosynthetic clay layer-geomembrane final cover system as shown in Figure 4.
- D. To be considered for this project, the Consultant must meet or exceed the following criteria:
- 1) Have more than one registered professional engineer as responsible member of the firm.
 - 2) Have been in business for a period of not less than five (5) years.

- 3) The project team must include staff with extensive experience in landfill final cover design and permitting, stormwater management, solar photovoltaic systems, and landscaping with native vegetation.
- 4) Consideration will be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.

2. SCOPE OF WORK

- A. Project deliverables and specific tasks are detailed in the *Architectural / Engineering Professional Services Agreement*.
- B. Phase 1 - Study
 - 1) Prepare a summary report / study consisting of text, drawings, and other documents that provide a comparative evaluation of final cover system alternatives for Dane County Landfill Site #2 including a discussion of feasibility, cost effectiveness, and recommendations. The estimated level of effort for the study is 200 – 250 hours.
 - 2) The study shall include the following final cover system alternatives at a minimum:
 - a. Composite clay - geomembrane final cover system
 - b. Composite geosynthetic clay layer - geomembrane final cover system
 - c. Exposed geomembrane - photovoltaic laminate final cover system
 - d. Evapotranspirative (water balance) final cover system
 - e. Final cover system utilizing ballasted photovoltaic panels
 - f. Final cover system utilizing native vegetation
 - g. Other alternatives deemed worthy of consideration by the consultant
 - 3) The study shall include an evaluation of the following considerations at a minimum:
 - a. Capital construction cost estimates
 - b. Annual maintenance requirements and associated costs
 - c. Impacts on stormwater runoff and the stormwater management plan for the site
 - d. Likelihood of Plan of Operation modification approval by WDNR
 - e. Annual carbon dioxide equivalent (CO_{2e}) emissions or reductions related to the final cover system
 - f. Impacts of landfill settlement on the final cover system
 - g. Compatibility of the final cover system with the facility's landfill gas collection system
 - h. Compatibility with the planned end use of the site after landfill closure
 - i. Other considerations deemed important by the consultant
- C. Phase 2 – Permitting
 - 1) If Dane County selects a final cover system alternative that is not currently approved, prepare a Plan of Operation modification submittal to WDNR for approval.

3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in eight distinct sections or divisions:
- 1) Proposer's cover letter, Signature Page and Fair Labor Practices Certification.
 - 2) Description of firm's qualifications, experience, organization and resources. This description must pay specific attention to the design and permitting of alternative landfill final cover systems. Description must include:
 - a. Experience with, or involvement in evaluating landfill final cover systems;
 - b. Related experience with stormwater management, photovoltaic systems, and native vegetation; and
 - c. 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.
 - 3) Listing of at least three projects completed by their company that are similar to the one being proposed. Listing shall include for each project:
 - a. Brief description of the project including services provided;
 - 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 number, e-mail address);
 - d. Start and end dates of services; and
 - e. Specific details of originally proposed project budget and time of completion and final (actual) project budget and time of completion.
 - 4) 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 final cover system design and permitting;
 - b. Stormwater management;
 - c. Solar photovoltaic systems;
 - d. Landscaping with native vegetation;
 - e. Carbon sequestration, carbon dioxide emissions, and carbon offsets; and
 - f. State and federal statutes, regulations and codes for the same
 - 5) Indicate individual staff availability and tentative timetable (in the form of a Gantt chart) for the project development, design and construction phases, using a theoretical start date of November 17, 2015. Include listing of other consultants who will participate in this Work and their area of expertise.
 - 6) Fees for services:
 - a. Stated as fixed fee for Study Phase; and
 - b. Stated as fixed fee for Permitting Phase
 - 7) State clearly any limitations you wish to include in *Architectural / Engineering Professional Services Agreement* and advise of any conditions that you may have.
 - 8) List of Owner requirements or information/Work you will need from Owner.

4. EVALUATION CRITERIA

A. Proposing consultants will be evaluated on this criteria:

Project Personnel	20%
Relative Experience	30%
Approach to Project	20%
Past Project References	10%
<u>Pricing / Cost Proposal</u>	<u>20%</u>
Total	100%

5. PRICING

A. Additional details about project phases, pricing & payments are detailed in the *Architectural / Engineering Professional Services Agreement*.

B. Two prices shall be submitted in the Proposals:

- 1) Phase 1 Study - a fixed fee.
- 2) Phase 2 Permitting - a fixed fee.

6. SITE TOUR

A. No site tour is planned for this project. Interested Proposers may schedule a site tour with the Project Manager, if desired.

7. OWNER’S RESPONSIBILITY

A. Dane County will provide copies of all available studies, reports, permits, drawings and specifications for Dane County Landfill Site #2 to the selected firm for their use in the study. These drawings and specifications may not be complete or in an as-built condition. The selected firm will need to confirm accuracy of drawings and specifications.

B. Include in your Proposal a list of any Owner supplied information that will be needed to conduct the Study.

8. TIMETABLE

A. 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.

<u>DATE</u>	<u>EVENT</u>
August 25, 2015	RFP issued
September 15, 2015 - 2:00 p.m.	Proposals due
September 22, 2015 (estimated)	Oral presentations / interviews for invited proposing companies (if necessary)
September 29, 2015 (estimated)	Notification of intent to award sent out
November 17, 2015 (estimated)	Contract start date
February 26, 2016 (estimated)	Study due

9. ADDITIONAL INFORMATION

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from Mike Rupiper, Public Works Special Projects Manager, 608/266-4990, Rupiper.Michael@countyofdane.com.
- C. Since RFP documents are obtained from the Dane County web site, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Tuesday, September 15, 2015.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. 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 this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- G. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection 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 due date.
- H. Dane County is an Equal Opportunity Employer.

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 submitted a bid, application or proposal for a contract or agreement 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

Printed or Typed Business Name

NOTE: You can find information regarding the violations described above at: www.nlr.gov and werc.wi.gov.

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

(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.

Include this completed Certification with your bid, application or proposal.

COUNTY OF DANE

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

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COUNTY OF DANE

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

SIGNATURE PAGE

Date: [Date]

Project No.: 315043

Agreement No.: _____

THIS AGREEMENT is between the County of Dane, by its Department of Public Works, hereinafter referred to as "COUNTY", and [A/E Name, Address, City, State, Zip], hereinafter called the "A/E".

WITNESSETH

WHEREAS, COUNTY proposes securing architectural / engineering services for a project described as follows:

Evaluation of Landfill Final Cover System Alternatives

WHEREAS, COUNTY deems it advisable to engage the services of the A/E to furnish professional services in connection with this project, and

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the A/E represents that it is in compliance with the applicable Wisconsin Statutes relating to the registration of architects and professional engineers and designers, and has agreed to furnish professional services for COUNTY.

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the following pages, which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, COUNTY and the A/E have executed this Agreement as of the above date.

[A/E Firm Name]

COUNTY OF DANE

Signature _____ Date _____

Joseph T. Parisi, County Executive _____ Date _____

Printed Name _____

Scott McDonell, County Clerk _____ Date _____

Title _____

Federal Employer Identification Number (FEIN) _____

1. ARTICLE 1: SCOPE OF AGREEMENT

- 1.A. This Agreement between COUNTY and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as the "A/E" shall be governed by the following Terms and Conditions.
- 1.B. The A/E shall provide technical and professional services under this Agreement. The Terms and Conditions of this Agreement shall apply to modifications made to this Agreement and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
- 1.C. The A/E shall serve as the professional technical advisor and consultant to COUNTY in matters arising out of or incidental to the performance of this Agreement and in that capacity, the A/E shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Agreement, except as that duty may arise under the laws of the State of Wisconsin. The A/E is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 1.D. Professional services performed or furnished under this Agreement shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code. The standard of care for architectural and engineering services under this Agreement shall include designing buildings, structures and / or related infrastructural systems that comply with all applicable building and safety codes.
- 1.E. By accepting this Agreement, the A/E represents possession of the necessary skill and other qualifications to perform work under this Agreement and is familiar with the practices in the locality where such services and work shall be performed.
- 1.F. The A/E shall review and become familiar with the current Division 00 & 01 requirements utilized by COUNTY in construction contracts and shall provide services and work, consistent with such requirements, so that the Contractor's schedule is not negatively impacted.
- 1.G. The A/E shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the A/E may subcontract work to an approved consultant under this Agreement, to the specific extent authorized by COUNTY. The authorization to subcontract shall not relieve the A/E of professional or contractual responsibility for any work performed or delivered under this Agreement. The authorization to subcontract shall not be construed to create any contractual relationship between COUNTY and such consultant.
- 1.H. Subcontracts for services under this Agreement shall provide that work performed under such subcontract, shall be subject to provisions of this Agreement and shall also provide that any professional duty or responsibility pertaining thereto shall be accomplished to the benefit of COUNTY. Upon request, an electronic copy of each such subcontract for which COUNTY approval is granted shall be furnished to COUNTY.
- 1.I. The A/E may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
- 1.J. In the performance of this Agreement, the A/E shall become familiar with and perform such services in accordance with the specifications set forth in the Request for Proposals document. The COUNTY reserves the right to update County Master Specifications

Division 00 and Division 01 at any time, including after the signing date of this Agreement. The A/E shall use and conform to the most current County Master Specifications Division 00 and Division 01 available at the time of Final Review Documents and the A/E shall not be eligible for a change order based upon alterations to said County Master Specifications Division 00 and Division 01 occurring after the date of Agreement signing.

2. ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED

2.A. General:

2.A.1) Services are to be provided by the A/E in each of the following phases:

Study Phase
Permitting Phase

2.A.2) An assigned COUNTY Public Works Project Manager will be the A/E's contact in securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.

2.A.3) The A/E shall create a log of all COUNTY and A/E generated design changes resulting from meetings and communications from COUNTY. This log shall be kept throughout the entire design process and submitted to COUNTY every two (2) months.

2.A.4) The A/E shall facilitate a site investigation, including subsurface investigations or geotechnical exploration of the subsurface conditions of the site, for the purpose of identifying conditions at the site which might adversely affect the achievement of the proposed design.

2.A.5) The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

2.B. Study Phase:

2.B.1) The A/E shall obtain from COUNTY information and materials necessary to ascertain scope of the Project and shall verify with COUNTY program and functional requirements of the Project. This shall include gathering information from building users subject to approval by the COUNTY Public Works Project Manager.

2.B.2) Based on information, materials and requirements as verified by COUNTY, A/E shall prepare a Summary and Study consisting of text, drawings and other documents illustrating scale and relationship of the Project components. Draft version of Study shall be submitted to COUNTY for review, modifications and written approval before submitting Final version.

2.B.3) The A/E shall submit to COUNTY in the Summary and Study, a construction cost estimate based on information provided by COUNTY and gathered by A/E for Final version of Study.

2.B.4) Study Phase deliverables shall be:

2.B.4) a. Draft Study:

- (1) Electronic copy in Word 2010 (or earlier version);
- (2) Electronic copy of any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study; and
- (3) Electronic copy in Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

2.B.4) b. Final Study:

- (1) Original unbound paper copy in 8½ x 11 and / or 11 x 17 format prints;
- (2) Three, (3) bound copies in 8½ x 11 and / or 11 x 17 format;
- (3) Electronic copy in Word 2010 (or earlier version);
- (4) Electronic copy of any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study ; and
- (5) Electronic copy in Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

2.C. Permitting Phase:

2.C.1) The A/E shall obtain from COUNTY information and materials necessary to ascertain scope of the Project and shall verify with COUNTY program and functional requirements of the Project. This shall include gathering information from COUNTY Public Works Project Manager.

2.C.2) Based on information and requirements as verified by COUNTY, the A/E shall prepare Permitting Documents consisting of drawings and other documents necessary for a Plan of Operation Modification submittal to WDNR. Permitting Documents shall be submitted to COUNTY for written Approval.

2.C.3) Permitting Phase deliverables shall be:

2.C.3) a. Three, (3) bound copies ; and

2.C.3) b. Electronic version of all documents:

- (1) Word 2010, AutoCAD 2014 (or earlier versions); and
- (2) Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

3. ARTICLE 3: COUNTY'S RESPONSIBILITIES

3.A. COUNTY will determine the project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.

3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.

3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to the A/E data known to COUNTY or requested by the A/E, which may be needed for the fulfillment of the professional responsibility of the A/E. This data may include, but is not limited to, prints of existing buildings or record drawings and COUNTY standards and guides. Such documents will be the most recent and accurate

available. The use of any such data by the A/E shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.

- 3.D. COUNTY will communicate to the A/E the format of the documents required to be submitted.
- 3.E. COUNTY will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to the A/E.
- 3.F. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.
- 3.G. COUNTY will prepare and process the Agreements between COUNTY and A/E, and between COUNTY and construction contractor(s).
- 3.H. Unless otherwise specified in this Agreement, COUNTY will arrange for services of a testing laboratory to furnish structural, chemical, mechanical and other laboratory tests, inspections and reports as required by law or deemed necessary by COUNTY.

4. ARTICLE 4: COMPENSATION

4.A. A/E fees for basic services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:

4.A.1) COUNTY will pay the A/E a lump sum fee of \$[REDACTED].

4.A.1) a. The A/E fee for professional services shall be in accordance with the terms of this Agreement and based on the scope of services contained in the [Request for Proposals, Consultant Proposal], dated [Month, Day, 20XX], including any subsequent Addenda.

4.A.1) b. The A/E is authorized to proceed through completion of the [REDACTED] Phase. The A/E Fee is limited to \$[REDACTED], until written instructions to proceed are provided by COUNTY.

4.A.1) c. The construction budget for this project is \$[REDACTED]. This amount excludes all construction costs of contingency and unless stated otherwise in this Agreement, hazardous materials abatement or remediation.

4.A.2) No change in fee shall result from change orders to construction contracts unless such change is described as an Additional Service under Article 4.D. of this Agreement and approved by COUNTY. When the A/E's Design Report estimate indicates a revised project cost and such revision is approved by COUNTY, the amount of the lump sum fee may be renegotiated.

4.A.3) In the event the lowest acceptable construction bids exceed the fixed limit of construction, as shown above plus any COUNTY increases approved before bidding, COUNTY will do one or more of the following:

4.A.3) a. Cooperate in revising the project scope and quality as required to reduce the project cost;

4.A.3) b. Authorize the rebidding of the project within a reasonable time; and / or

4.A.3) c. Give written approval of an increase in such fixed limit.

4.A.4) In the case of 4.A.3.a. above, the A/E shall revise the drawings and specifications as necessary to bring the construction cost within the fixed limit. These revisions shall be completed by the A/E without additional compensation.

4.A.5) In the case of 4.A.3.a. or 4.A.3.b. above, no additional fees will be allowed for rebidding or for an increase in allocated funds.

4.B. The A/E's Compensation for Additional Services, as described in Article 4.D., will be computed as follows:

4.B.1) Principals' time at a fixed rate of \$[] per hour, unless separate amounts are provided for each Principal. For the purposes of this Agreement, the Principals are:

[]

[]

[]

4.B.2) Other design staff shall be billed at these fixed rates:

Senior design architect / engineer: \$[] per hour

Junior design architect / engineer: \$[] per hour

Senior designer: \$[] per hour

Junior designer: \$[] per hour

Drafting: \$[] per hour

4.B.3) Employee's time shall be computed using the employee's basic hourly salary and include overhead costs for clerical support and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits for persons in consultation, research and design in producing drawings, specifications and other documents pertaining to the project and for services during construction at the site.

4.C. Reimbursable Expenses:

4.C.1) Reimbursable Expenses are actual, incidental expenses incurred by the A/E, its employees or consultants, in the interest of the project and are not included in overhead costs for the Fees for Basic Services (4.A.) and Additional Services (4.D.). Reimbursable Expenses shall be incurred or contracted for only with PRIOR written approval from COUNTY. Such approval shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, and the individuals or firms involved. Payment Requests from consultants and construction contractors providing these Reimbursable Expenses shall be reviewed by the A/E to check the accuracy of and entitlement

to the sums requested. Reimbursable Expenses may include, but are not limited to, the following incidental expenses:

4.C.1) a. Expense of reproduction of drawings and specifications, excluding the review sets required in Article 2.

4.C.1) b. Expense of a site survey when needed.

4.C.1) c. Expense of a geotechnical investigation and soils and material testing when required.

4.C.2) Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services (4.A.) and Additional Services (4.D.) such as mileage, travel, lodging, replication of drawings for the design development meetings and subsequent design meetings, preliminary and final review document printing, handling and postage, cost of correspondence transmittals, telephone expenses, and CAD / electronic graphic services. Such expenses shall be included as part of the Lump Sum fee.

4.D. Additional Services:

4.D.1) The following services are in addition to but are not covered in Article 4.A. These services may be identified as part of the A/E's fee proposal and included with the lump sum fee as such. Compensation for these additional services or other services must be requested by the A/E, and subsequently approved by COUNTY PRIOR to proceeding with the work. If the additional services are requested after the Agreement has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the effect on the project schedule and the individuals or firms involved. When authorized, an Agreement Change Order will be used to modify the A/E's Agreement.

4.D.1) a. Providing planning surveys, program revision, site feasibility, or comparative studies of prospective sites.

4.D.1) b. Revising previously approved drawings, specifications or other documents after written approval of Design Development Phase, to accomplish changes not initiated by the A/E other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.

4.D.1) c. Preparing detailed models, perspective or renderings.

4.D.1) d. Preparing documents for alternate bids or petitions for waiver when requested by COUNTY and, requiring significant additional time and expense on the part of the A/E or its consultants.

4.D.1) e. Obtaining or participating in third party Value Engineering / Enhancement of the project when directed by COUNTY.

4.D.1) f. Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).

- 4.D.1) g. Providing services requested by COUNTY for or in connection with the selection of specific movable furniture, fixtures and equipment (FFE) by the occupying agency during the Construction Phase.
- 4.D.1) h. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the A/E is party thereto.
- 4.D.1) i. Providing historical preservation research or documentation.
- 4.D.1) j. Providing specialized design services, including, but not limited to Sustainability design or LEED certification, vibration, wind or acoustical analysis, energy modeling.
- 4.D.1) k. Participation in post-project evaluations.
- 4.D.1) l. Preparing multiple bid packages.

4.E. Payments to the A/E:

- 4.E.1) Payments of the A/E's lump sum fee will be made monthly, in proportion to services performed as confirmed by COUNTY, to increase the compensation to the following percentages of the lump sum fee at the completion of each phase of the work.

Draft version of Facility Study
Final version of Facility Study

50% of study fixed fee
100% of study fixed fee

SAMPLE

- 4.E.2) No more than ninety percent (90%) of the A/E's lump sum fee shall be paid out prior to substantial completion of the project. When COUNTY confirms that development of punch lists, review of Operating & Maintenance Manuals, submittal of record documents, has been satisfactorily completed by the A/E, COUNTY will determine how and when the remaining lump sum fee is disbursed.
- 4.E.3) Payments for COUNTY-approved Reimbursable Expenses as defined in Article 4.C. and Additional Services of the A/E as defined in Article 4.D., will be made monthly upon request.
- 4.E.4) An A/E whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.
 - 4.E.4) a. Payments to the A/E may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the A/E. COUNTY will notify the A/E in writing of the alleged, specific damages and amounts involved, on a timely basis.
- 4.E.5) Payments to the A/E will not be withheld due to disputes between construction contractor(s) and COUNTY.
- 4.E.6) If the project is suspended for more than three (3) months in whole or in part, the A/E will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by

COUNTY. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.

5. ARTICLE 5: ACCOUNTING RECORDS

- 5.A. Records of the A/E's direct personnel, consultants, and reimbursable expenses pertaining to the project shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and shall be available to COUNTY or an authorized representative throughout the term of this Agreement and for at least three (3) years after final payment to the A/E.

6. ARTICLE 6: TERMINATION OF AGREEMENT

- 6.A. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the A/E. In the event of termination, the A/E will be paid fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by COUNTY. Work performed prior to the date of termination shall be in accordance with the terms and conditions of this Agreement. Upon termination, the results of such work shall immediately be turned over to the COUNTY Project Manager and is a condition precedent to further payment by COUNTY.
- 6.B. In the event the Agreement between the A/E and any consultant on this project is terminated, the results of work by that consultant shall immediately be turned over to the A/E.

7. ARTICLE 7: OWNERSHIP OF DOCUMENTS

- 7.A. All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the A/E or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the A/E's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- 7.B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to the A/E.
- 7.C. Specifications and isolated, detail drawings inherent to the architectural / engineering design of the project, whether provided by the COUNTY or generated by the A/E, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.

8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

- 8.A. A/E shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of A/E furnishing the services required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of A/E under this paragraph shall survive the expiration or termination of this Agreement.

9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

9.A. The A/E and its consultants retained under the terms of this Agreement shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The A/E shall provide up-to-date, accurate professional liability information on the A/E's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the A/E shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The A/E shall not cancel or materially alter this coverage without prior written approval by COUNTY. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

10. ARTICLE 10: OTHER INSURANCE

10.A. The A/E and its consultants retained under terms of this Agreement shall:

10.A.1) Maintain Worker's Compensation Insurance:

10.A.1) a. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the A/E's and consultant's employees engaged in work associated with the project under this Agreement.

10.A.1) b. Maintain Employer's Liability Insurance with a policy limit of not less than 100,000/500,000/100,000 per occurrence.

10.A.2) Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of the A/E as insureds.

10.A.3) Procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

10.A.4) Provide an insurance certificate indicating the above Commercial Liability Insurance and property damage coverage, countersigned by an insurer licensed to do business in Wisconsin, covering and maintained for the period of the Agreement. Upon request by COUNTY, the insurance certificate is to be presented on or before execution of the Agreement.

11. ARTICLE 11: MISCELLANEOUS PROVISIONS

11.A. A/E warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so.

- 11.B. Legal Relations. The A/E shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this project and in effect on the date of this Agreement.
- 11.C. Approvals or Inspections. None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the A/E from any duty or responsibility it has for its professional performance, unless COUNTY formally assumes such responsibility in writing from COUNTY so stating that the responsibility has been assumed.
- 11.D. Successors, Subrogees and Assigns. COUNTY and A/E each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Agreement.
- 11.E. Claims. The A/E's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Assistant Public Works Director for review and resolution. The decision of the Assistant Public Works Director shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.
- 11.F. Amendment of Agreement. This Agreement may be amended in writing by both COUNTY and A/E.
- 11.G. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- 11.H. This Agreement is intended to be an agreement solely between the 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 the parties.
- 11.I. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT

- 12.A. During the term of this Agreement, A/E agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). A/E agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing 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 the extent allowable in state or federal law.

12.B. Civil Rights Compliance:

12.B.1) If A/E has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the A/E shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. A/E shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. A/E shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a two-year period. If A/E has less than twenty (20) employees, but receives more than \$20,000 from the COUNTY in annual contracts, it may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If A/E submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of A/E's Plan is sufficient.

12.B.2) A/E agrees to comply with the COUNTY's civil rights compliance policies and procedures. A/E agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the A/E. A/E agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. A/E further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

12.B.3) A/E shall post the Equal Opportunity Policy, the name of A/E's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. A/E shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

12.B.4) A/E shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

12.C. Domestic Partner Equal Benefits:

12.C.1) A/E agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if

such a benefit cannot reasonably be provided. The A/E agrees to make available for County inspection the A/E's payroll records relating to employees providing services on or under this Agreement or subcontract. If any payroll records of A/E contain any false, misleading or fraudulent information, or if a A/E fails to comply with the provisions of s. 25.016, D. C. Ordinances, the Contract Compliance Officer may withhold payments on the Agreement; terminate, cancel or suspend the Agreement in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found.

SAMPLE

ATTACHMENT A

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

A/E / CONSULTANT AGREEMENT

Date: [Date]

Project No.: 315043

Agreement No.: [No.]

THIS AGREEMENT is between [A/E Name] , hereinafter called "A/E", executing this Agreement, and [Consultant Name] hereinafter called the "Consultant".

WITNESSETH

WHEREAS, the A/E has entered into an Agreement with COUNTY to furnish professional services with a project, hereinafter named "Project", which is described as follows:

Evaluation of Alternative Final Cover Systems

WHEREAS, the A/E deems it advisable to engage the services of a Consultant to furnish professional services in connection with this project, and

WHEREAS, the A/E and Consultant agree that the terms of the Agreement between COUNTY and the A/E also apply to this Agreement as though fully set forth and binding upon the Consultant, and

WHEREAS, the Consultant agrees that in the event of conflict between the A/E's Agreement with COUNTY and the A/E's Agreement with the Consultant, the A/E's Agreement with COUNTY shall take precedence, and

WHEREAS, the Consultant has signified willingness to furnish services for the A/E;

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the Agreement between COUNTY and the A/E which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the A/E and the Consultant have executed this Agreement.

 [Consultant Firm Name]

 [A/E Firm Name]

Signature

Date

Signature

Date

Printed Name

Printed Name

Title

Title

Providing the following services:

 [Describe services]

EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION

PURPOSE

25.016(8) of the Dane County Ordinance requires that each contractor receiving payment for contracted services must certify that he or she has complied fully with the requirements of Chapter 25.016 “Equal Benefits Requirement” of the Dane County Ordinances. Such certification must be submitted prior to the final payment on the contract.

This form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.

CERTIFICATION

I, _____ certify that
Printed or Typed Name and Title

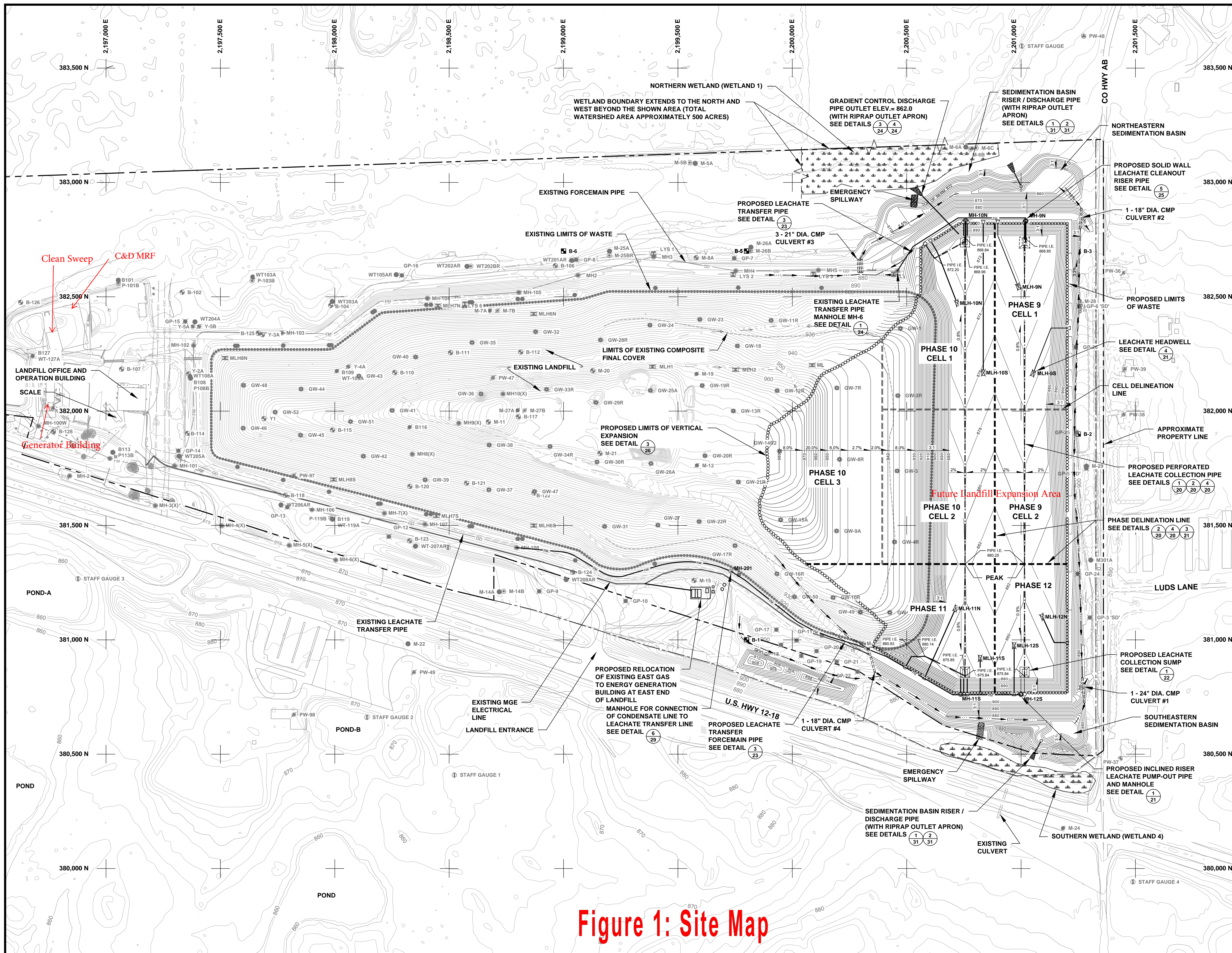
Printed or Typed Name of Contractor

has complied fully with the requirements of Chapter 25.016 of the Dane County Ordinances “Equal Benefits Requirements”.

Signed _____

Date _____

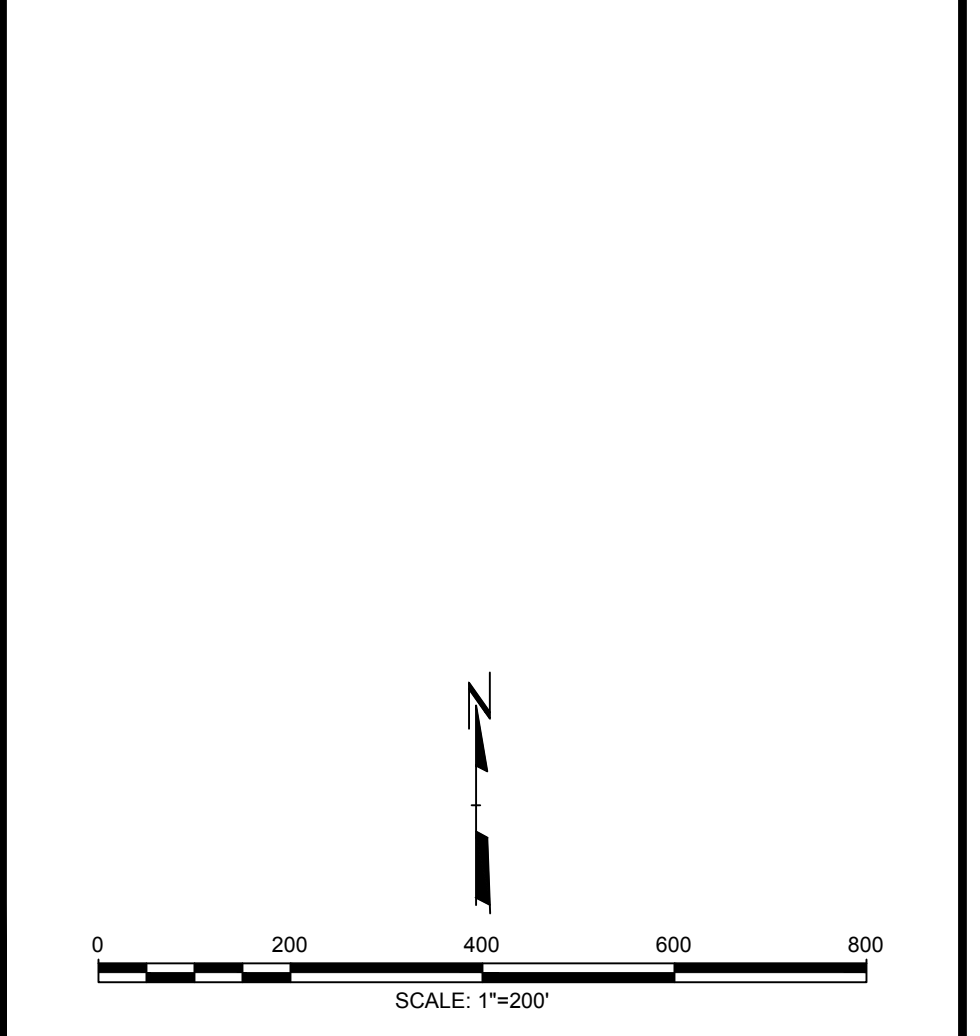
For questions on this form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.



LEGEND

	APPROXIMATE PROPERTY BOUNDARY
	APPROXIMATE RIGHT-OF-WAY
	GRID LOCATION
	EXISTING PAVED ROAD
	EXISTING UNPAVED ROAD
	EXISTING FENCE
	EXISTING BUILDING
	EXISTING 10' CONTOUR
	EXISTING 2' CONTOUR
	EXISTING SPOT ELEVATION
	EXISTING TREES AND/OR BRUSH
	EXISTING WET AREA AND WETLAND LIMITS
	EXISTING EDGE OF WATER
	DRAINAGE DITCH
	EXISTING APPROVED LIMITS OF WASTE
	PROPOSED LIMITS OF WASTE
	PROPOSED PHASE DELINEATION LINE
	PROPOSED CELL DELINEATION LINE
	PROPOSED 10' BASE GRADE CONTOUR
	PROPOSED 2' BASE GRADE CONTOUR
	PROPOSED LEACHATE COLLECTION PIPE
	PROPOSED LEACHATE COLLECTION SUMP
	SLOPE AND DIRECTION
	PROPOSED SOLID WALL LEACHATE CLEANOUT PIPE
	PROPOSED INCLINED RISER LEACHATE PUMP-OUT PIPE AND MANHOLE
	PROPOSED PERFORATED LEACHATE COLLECTION PIPE
	EXISTING LEACHATE FORCEMAIN LINE
	EXISTING LEACHATE GRAVITY DRAIN LINE
	EXISTING SANITARY SEWER LINE
	PROPOSED NEW FORCEMAIN PIPE
	LIMITS OF COMPOSITE FINAL COVER
	LIMITS OF VERTICAL EXPANSION FOR 1993 WESTERN EXPANSION
	PROPOSED LEACHATE HEADWELL LOCATION

- NOTES**
- REFER TO PLAN SHEET 2 OF THIS PLAN SET FOR BASEMAP LEGEND AND GENERAL NOTES.
 - REFER TO PLAN SHEET 2 OF THIS PLAN SET FOR LOCATIONS AND ELEVATIONS OF EXISTING CONTROL MONUMENTS.
 - SEE PLAN SHEETS 6 AND 7 FOR LOCATION OF PHYSICAL BARRIER PLACED TO PROTECT WETLANDS BOUNDARIES.



NOTE: THESE PLANS ARE ACCOMPANIED BY A REPORT OF THE SAME TITLE. THESE DOCUMENTS ARE INTERRELATED AND ARE INTENDED TO BE USED TOGETHER. THESE DOCUMENTS ARE INTENDED TO BE USED FOR REGULATORY PURPOSES ONLY.

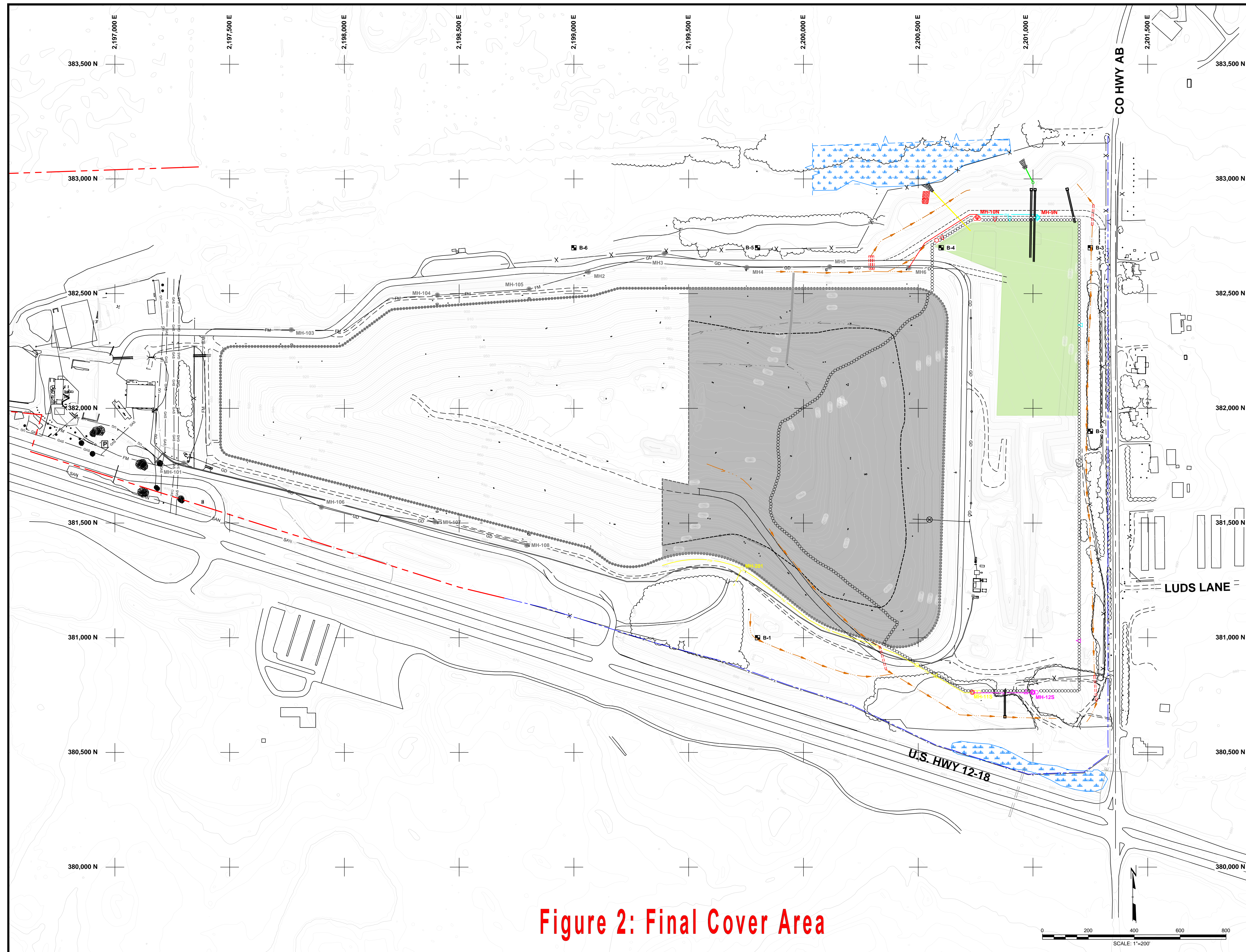
NOT FOR CONSTRUCTION

3.				
2.				
1.				
NO.	BY	DATE	REVISION	APPD.
PROJECT: DANE COUNTY NO. 2 (RODEFELD) LANDFILL PLAN OF OPERATION - EASTERN EXPANSION DANE COUNTY, WISCONSIN				
SHEET TITLE: BASE GRADES / LEACHATE COLLECTION SYSTEM				
DRAWN BY:	RNOLDEN	SCALE:	AS SHOWN	PROJ. NO. 194528.0003.0000
CHECKED BY:	DM	DATE PRINTED:		FILE NO. 194528.SHT05-BG.dwg
APPROVED BY:	JCO			SHEET 5 OF 33
DATE:	MARCH 2014			

CTRC

708 Heartland Trail
Suite 3000
Madison, WI 53717
Phone: 608.826.3600

Figure 1: Site Map



LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- GRID LOCATION
- EXISTING PAVED ROAD
- EXISTING UNPAVED ROAD
- EXISTING FENCE
- EXISTING BUILDING
- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- EXISTING SPOT ELEVATION
- EXISTING TREES AND/OR BRUSH
- EXISTING WET AREA AND WETLAND LIMITS
- EXISTING EDGE OF WATER
- DRAINAGE DITCH / SWALE
- EXISTING APPROVED LIMITS OF WASTE
- PROPOSED LIMITS OF WASTE
- PROPOSED 10' FINAL GRADE CONTOUR
- PROPOSED 2' FINAL GRADE CONTOUR
- LEACHATE COLLECTION CLEANOUT RISER
- EXISTING LEACHATE FORCEMAIN LINE
- EXISTING LEACHATE GRAVITY DRAIN LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED NEW FORCEMAIN PIPE
- PROPOSED FINAL COVER SEQUENCE
- LIMITS OF COMPOSITE FINAL COVER
- SLOPE AND DIRECTION
- DOWNSLOPE FLUME WITH ENERGY DISSIPATOR
- AREAS WITH FINAL COVER
- ACTIVE FILL AREA

NO.	BY	DATE	REVISION	APPD.
3.				
2.				
1.				

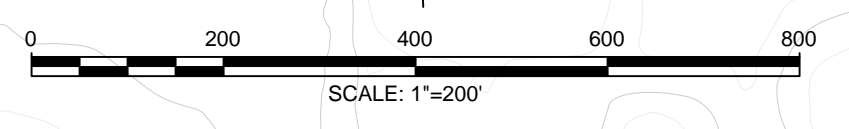
PROJECT: ANNUAL REPORT
DANE COUNTY NO. 2 (RODEFELD) LANDFILL
EASTERN EXPANSION

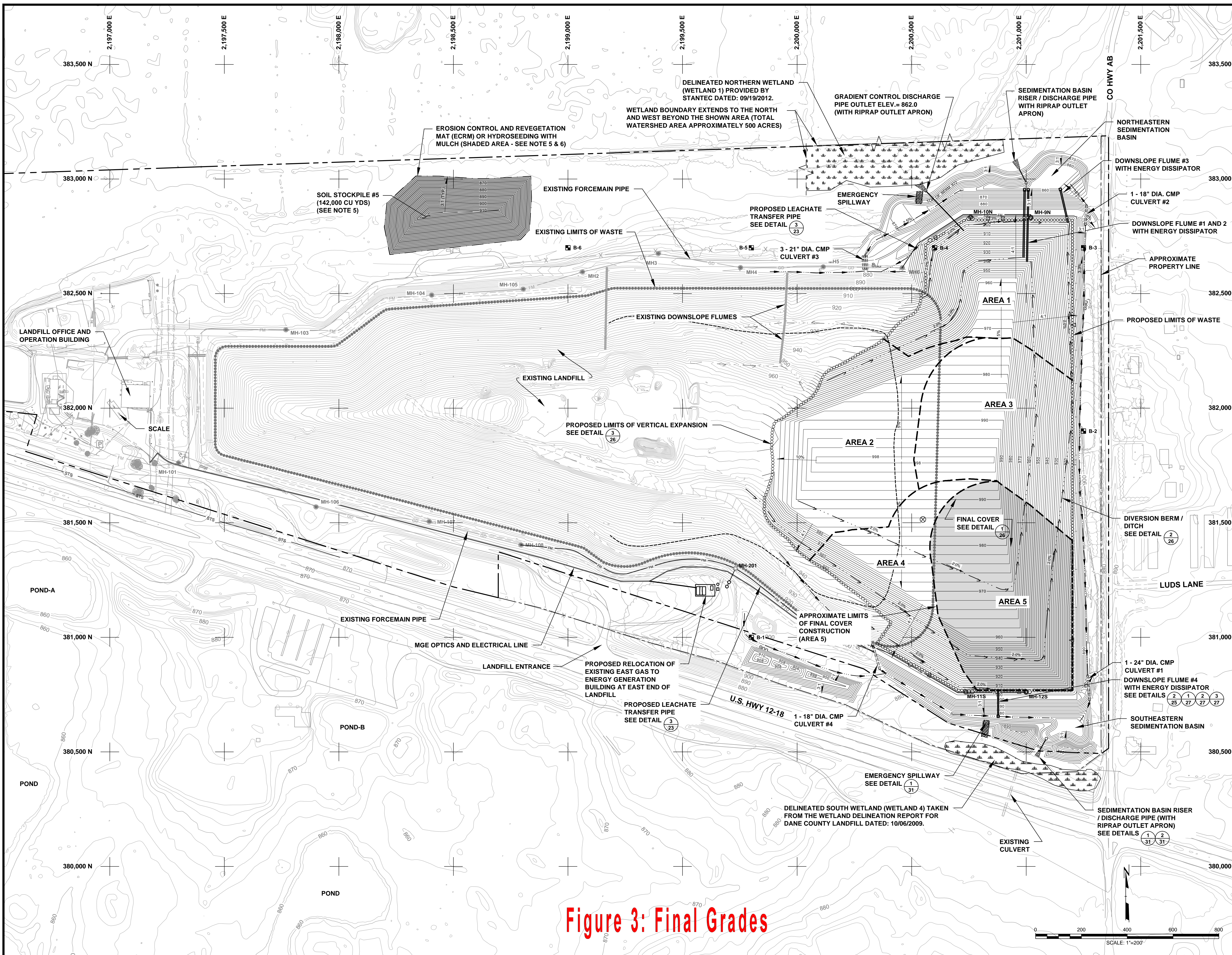
SHEET TITLE: FINAL COVER AREAS

DRAWN BY: L. STORMER	SCALE: AS SHOWN	PROJ. NO. 234696.0000
CHECKED BY: ---	DATE PRINTED: ---	FILE NO. 234696.0000.04.dwg
APPROVED BY: ---	DATE: APRIL 2015	FIGURE 4

708 Heartland Trail
Suite 3000
Madison, WI 53717
Phone: 608.828.3600

Figure 2: Final Cover Area





LEGEND

- +--- APPROXIMATE PROPERTY BOUNDARY
- +--- GRID LOCATION
- +--- EXISTING PAVED ROAD
- +--- EXISTING UNPAVED ROAD
- +--- EXISTING FENCE
- +--- EXISTING BUILDING
- +--- EXISTING 10' CONTOUR
- +--- EXISTING 2' CONTOUR
- +--- EXISTING SPOT ELEVATION
- +--- EXISTING TREES AND/OR BRUSH
- +--- EXISTING WET AREA AND WETLAND LIMITS
- +--- EXISTING EDGE OF WATER
- +--- DRAINAGE DITCH / SWALE
- +--- EXISTING APPROVED LIMITS OF WASTE
- +--- PROPOSED LIMITS OF WASTE
- +--- PROPOSED 10' FINAL GRADE CONTOUR
- +--- PROPOSED 2' FINAL GRADE CONTOUR
- +--- LEACHATE COLLECTION CLEANOUT RISER
- +--- EXISTING LEACHATE FORCEMAIN LINE
- +--- EXISTING LEACHATE GRAVITY DRAIN LINE
- +--- EXISTING SANITARY SEWER LINE
- +--- PROPOSED NEW FORCEMAIN PIPE
- +--- PROPOSED FINAL COVER SEQUENCE
- +--- LIMITS OF COMPOSITE FINAL COVER
- +--- AREA WHERE FINAL COVER WILL BE INSTALLED FOR AREA 5
- +--- SLOPE AND DIRECTION
- +--- DOWNSLOPE FLUME WITH ENERGY DISSIPATOR

NOTES

- REFER TO PLAN SHEET 2 OF THIS PLAN SET FOR BASEMAP LEGEND AND GENERAL NOTES.
- REFER TO PLAN SHEET 2 OF THIS PLAN SET FOR LOCATIONS AND ELEVATIONS OF EXISTING CONTROL MONUMENTS.
- REFER TO TABLE 2 IN APPENDIX C THE REPORT FOR STOCKPILE VOLUMES.
- REFER TO TABLE IN SUBSECTION 4.14.2 OF THE REPORT FOR ESTIMATED SCHEDULE FOR INSTALLATION OF LINER AND COVER.
- SOIL STOCKPILES ARE TO BE CONSTRUCTED USING MAXIMUM 5-FOOT HIGH LIFTS. THE SIDE SLOPES (EXCEPT THE ACCESS POINT FOR THE NEXT LIFT) SHALL BE SEEDED AND MATTED IMMEDIATELY UPON THE COMPLETION OF EACH LIFT.
- AREAS FOR PLACEMENT OF EROSION CONTROL AND REVEGETATION MAT (ECRM) OR HYDROSEEDING WITH MULCH ARE APPROXIMATE.

- Area 5 Final Cover Construction Activities**
- Site Preparation**
- Install erosion control devices
 - Prepare grading layer to bottom of final cover design elevations
 - Install gas collection system piping
 - Construct the 2 foot thick soil barrier layer, or if alternative cover, install 2 foot thick select clay fill layer
 - Install GCL layer unless alternative select compacted clay layer alternative is used
 - Install 40 mil geomembrane layer
 - Install geocomposite (geotextile/geomembrane/geotextile) drainage layer
 - Install 4-inch diameter toe-drain collection pipes in landfill perimeter berm
 - Construct 2.5 foot thick general fill rooting zone layer
 - Remove temporary downslope flume pipes and energy dissipator
 - Install diversion berms and 4-inch diameter collection and outlet pipes
 - Install downslope flume # 4 - pipes and energy dissipator(s)
 - Construct topsoil layer
 - Seed, fertilize, and mulch construction areas at finish grade
 - Install erosion control and vegetation mat and permanent turf reinforcement mat

Construction Materials (See Note 1)

Material	Quantities
Topsoil	8,700 CY
General fill for rooting zone and diversion berms	51,200 CY
Soil barrier layer if select clay fill alternative is not used	34,600 CY
GCL unless select clay fill alternative is used	52,800 SY
40 mil geomembrane liner	52,800 SY
Geocomposite drainage layer	52,800 SY
4-in.-dia. (SDR 17) (ADS) or (SCH 80) toe drain discharge pipe (perforated, & solid)	3,330 LF
Select aggregate fill for toe drain discharge pipe trench	180 CY
HDPE downslope flume pipe (use previous temporary flume) (elbows, aprons, connections)	110 LF
Downslope flume manhole (use previous temporary manhole)	1 EA
Energy dissipator (use previous temporary dissipator)	1 EA
Surface water diversion berm	1,900 LF
Sedimentation fence	1,000 LF
Seed, fertilizer and mulch (includes soil stockpiles)	15 AC

Gas Collection System

Material	Quantities
6-in.-dia. HDPE gas pipe	950 LF
8-in.-dia. HDPE gas pipe	0 LF
12-in.-dia. HDPE gas pipe	0 LF
16-in.-dia. HDPE gas pipe	0 LF
Gas extraction wells	6 EA

NOTE: THESE PLANS ARE ACCOMPANIED BY A REPORT OF THE SAME TITLE. THESE DOCUMENTS ARE INTERRELATED AND ARE INTENDED TO BE USED TOGETHER. THESE DOCUMENTS ARE INTENDED TO BE USED FOR REGULATORY PURPOSES ONLY.

NO.	BY	DATE	REVISION	APPD.

PROJECT: **DANE COUNTY NO. 2 (RODEFELD) LANDFILL PLAN OF OPERATION - EASTERN EXPANSION DANE COUNTY, WISCONSIN**

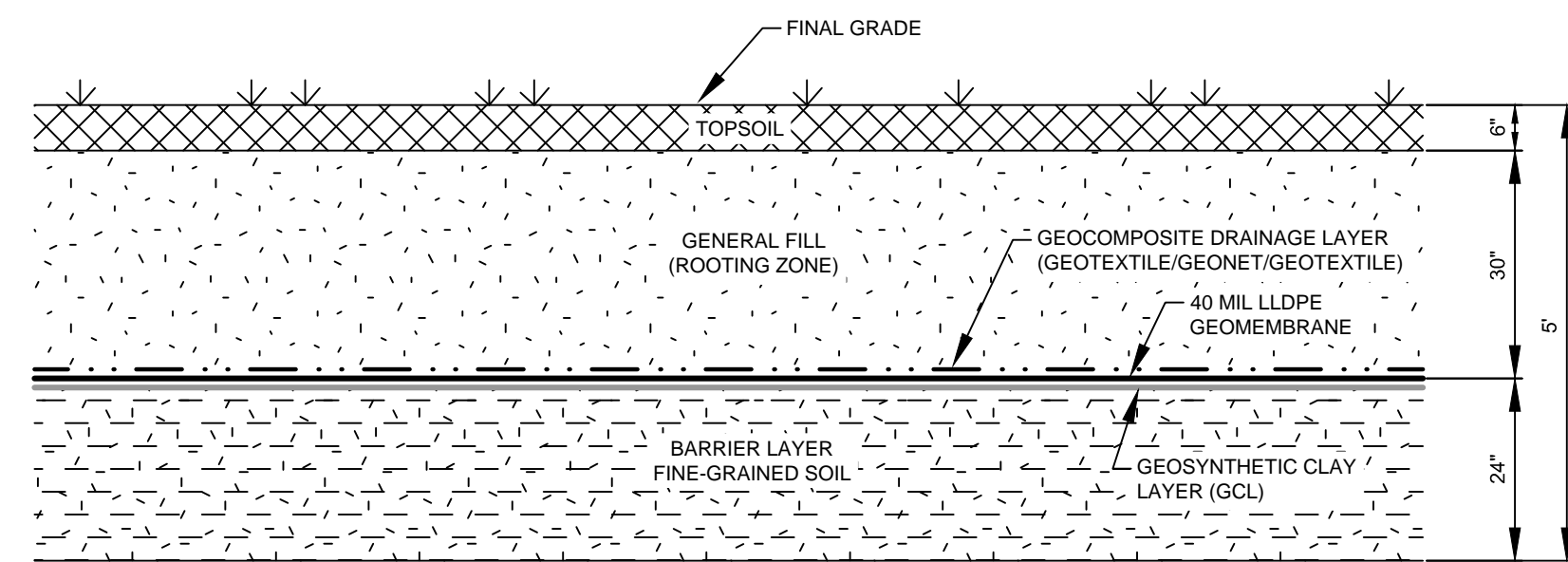
SHEET TITLE: **FINAL GRADES**

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APPROVED BY: JCO		SHEET 13 OF 33

CTRC

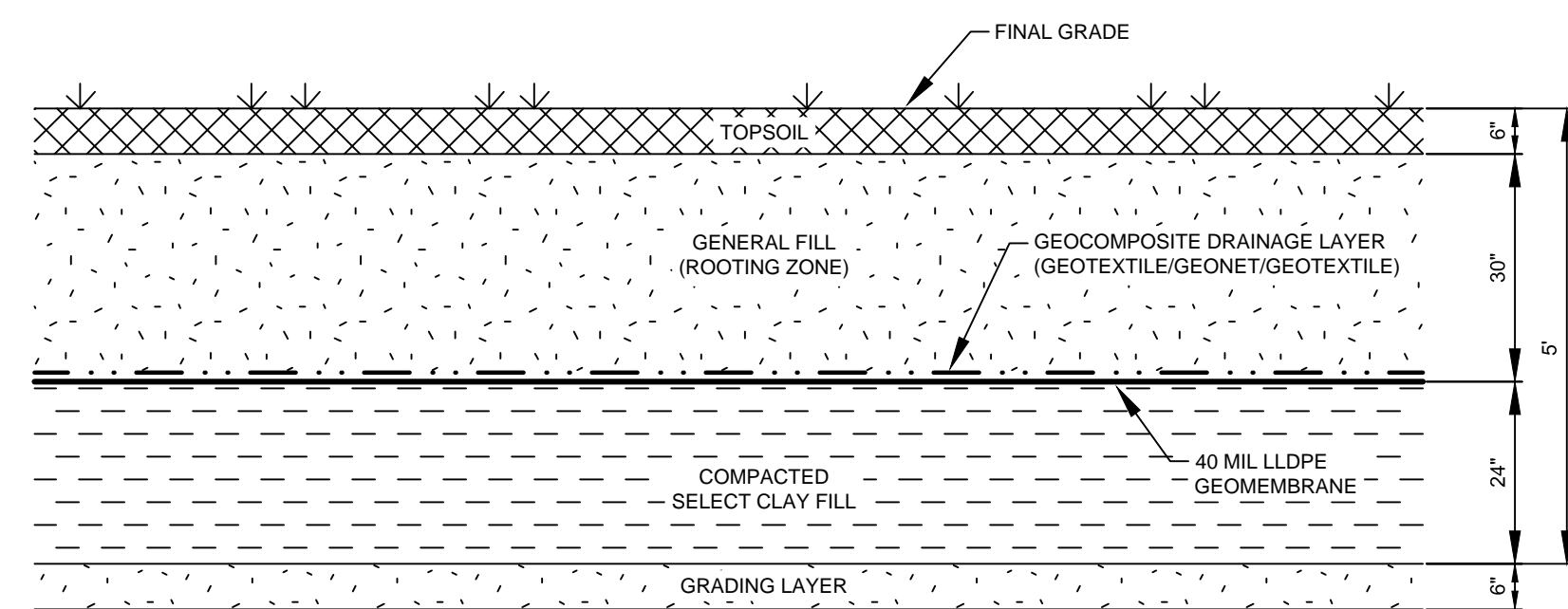
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Figure 3: Final Grades



NOTE:
40 MIL LLDPE IS TEXTURED ON
4H:1V AND 5% SLOPES

GCL DESIGN



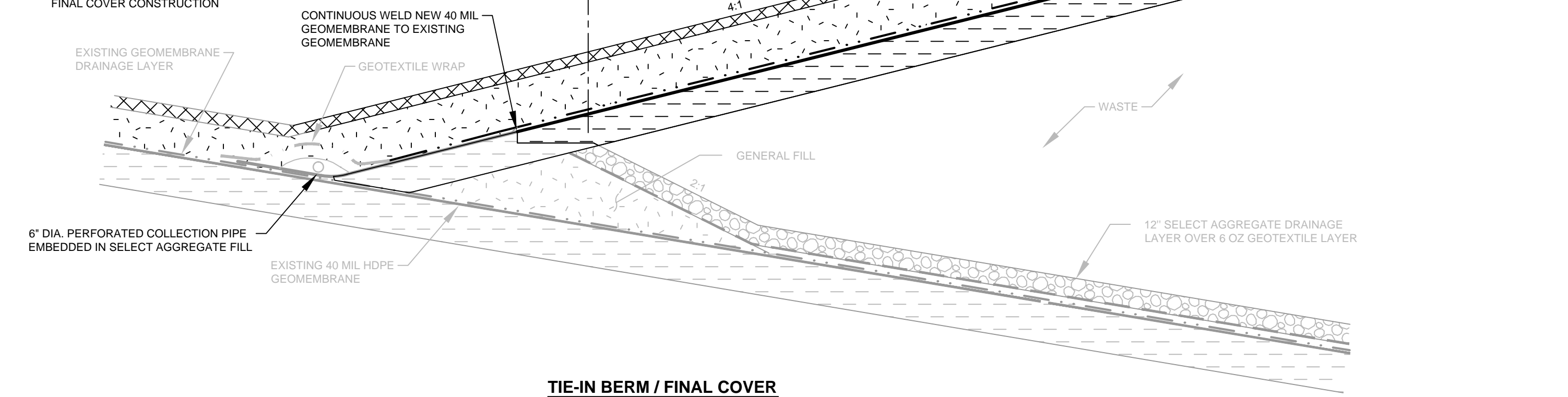
CLAY DESIGN

FINAL COVER DESIGNS

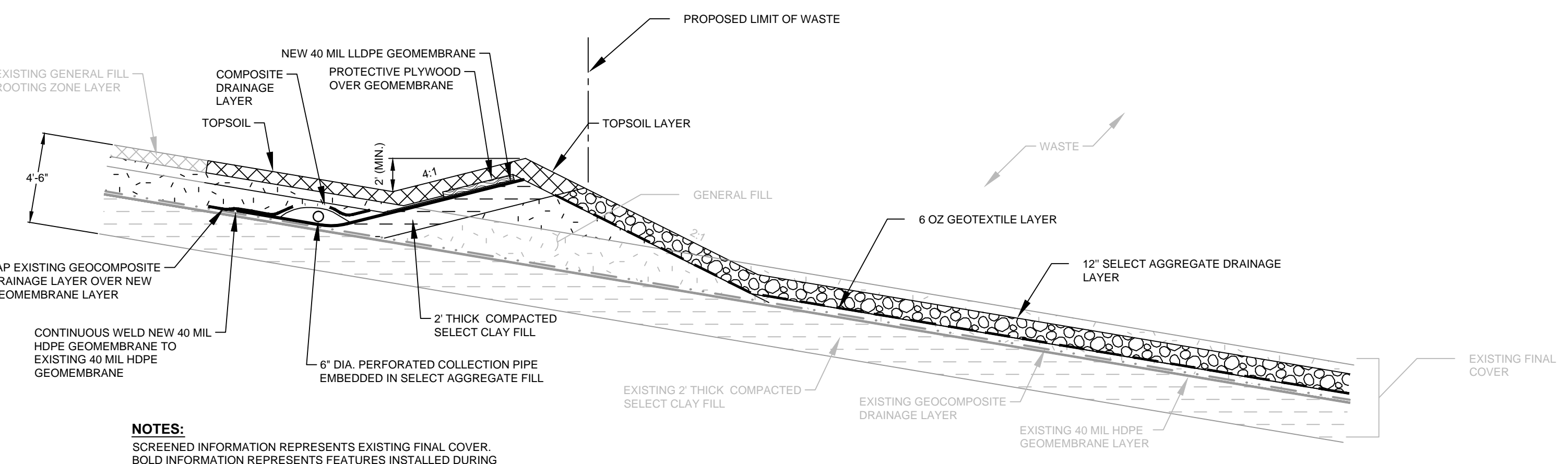
SCALE 1"=2'

1
26

NOTES:
SCREENED INFORMATION REPRESENTS EXISTING FINAL COVER.
BOLD INFORMATION REPRESENTS FEATURES INSTALLED DURING FINAL COVER CONSTRUCTION



TIE-IN BERM / FINAL COVER



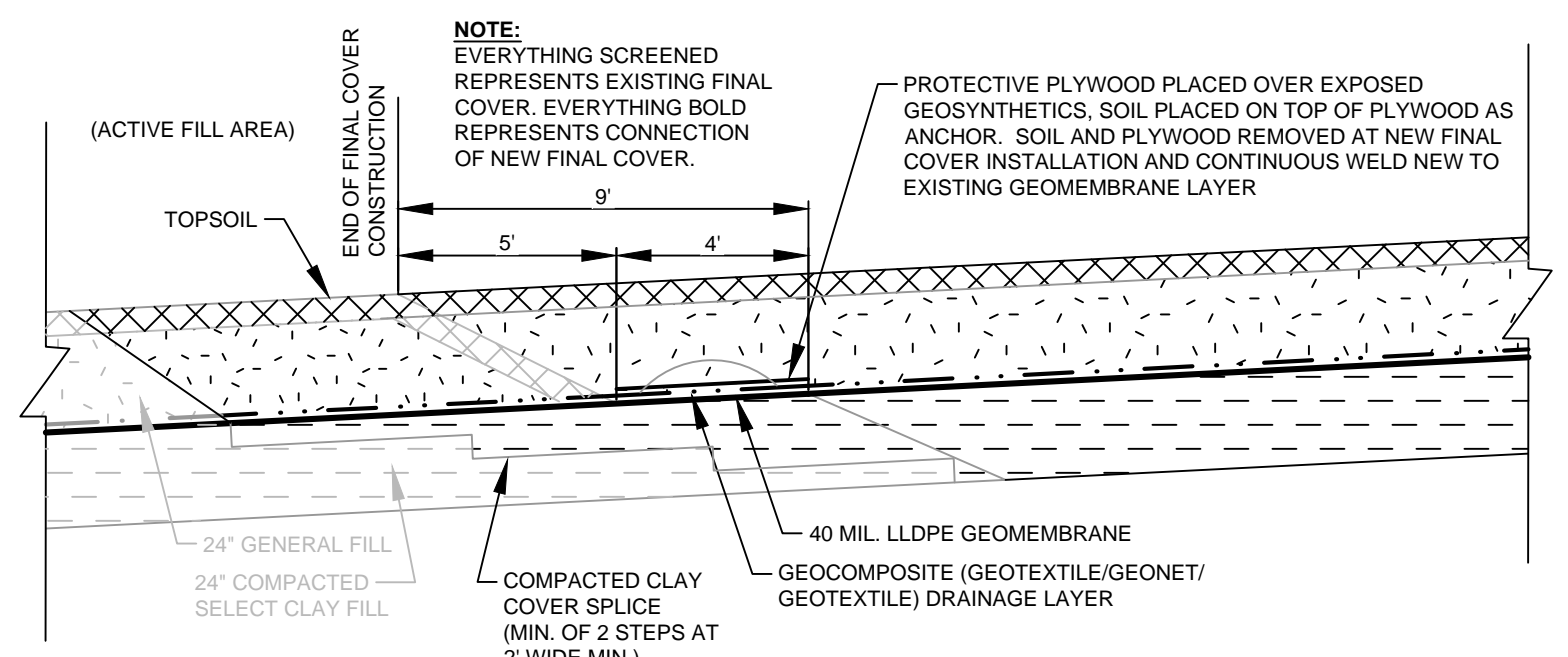
TIE-IN BERM / LINER

NOTES:
SCREENED INFORMATION REPRESENTS EXISTING FINAL COVER.
BOLD INFORMATION REPRESENTS FEATURES INSTALLED DURING LINER CONSTRUCTION

TIE-IN PERIMETER BERM OVER VERTICAL EXPANSION

SCALE: 1"=5'

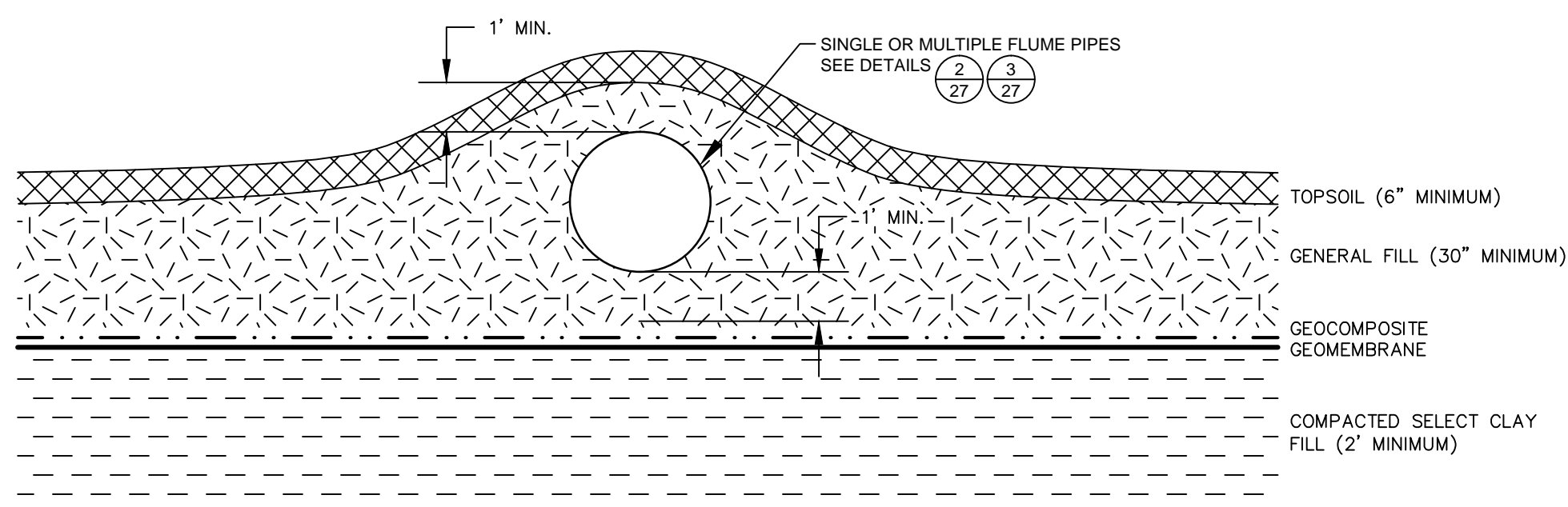
3
26



FINAL COVER CONSTRUCTION TERMINATION AND SPLICE

SCALE 1"=4'

4
26



DOWNSLOPE FLUME SECTION A-A' (TYP.)

(NOT TO SCALE)

5
26

LINE AND SHADING LEGEND

60 MIL AND 40 MIL GEOMEMBRANE	GEOCOMPOSITE
NOTE: 60 MIL AND 40 MIL HDPE GEOMEMBRANE FOR LINER OVER HORIZONTAL AND VERTICAL EXPANSION AREAS. 40 MIL LLDPE GEOMEMBRANE FOR FINAL COVER	NATIVE SOIL
GEOTEXTILE	CONCRETE
TOPSOIL	RIPRAP
GENERAL FILL	BITUMINOUS PAVING
SELECT GRANULAR FILL	SELECT FOUNDRY BYPRODUCT
BARRIER LAYER FINE GRADED SOIL	COMPACTED SELECT CLAY FILL
SELECT AGGREGATE FILL	

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NOT FOR CONSTRUCTION

3.				
2.				
1.				
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PROJECT: **DANE COUNTY NO. 2 (RODEFELD) LANDFILL PLAN OF OPERATION - EASTERN EXPANSION DANE COUNTY, WISCONSIN**

DETAILS - FINAL COVER SYSTEM

DRAWN BY: RNOLDEN	SCALE: AS SHOWN	PROJ. NO. 194528.0003.0000
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APPROVED BY: JCO		SHEET 26 OF 33
DATE: MARCH 2014		

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Figure 4: Final Cover Details