

**RFP NO. 317055**



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. 317055**  
**NATIVE PRAIRIE GRASS RESTORATION AND MAINTENANCE**  
**DANE COUNTY LANDFILL SITE NO. 2**  
**7102 U.S. HIGHWAY 12 & 18**  
**MADISON, WISCONSIN**

Due Date / Time: **THURSDAY, MAY 31, 2018 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

ALLISON RATHSACK, PROJECT MANAGER  
TELEPHONE NO.: 608/514-2319  
FAX NO.: 608/267-1533  
E-MAIL: RATHSACK.ALLISON@COUNTYOFDANE.COM



Department of Public Works, Highway & Transportation  
**Public Works Solid Waste Division**

608/266-4018

Gerald J. Mandli, P.E.  
**Commissioner / Director**

Joseph T. Parisi  
**County Executive**

**Assistant Public Works Director**  
Rob Nebel

**Solid Waste Manager**  
John Welch, P.E.

1919 Alliant Energy Center Way  
Madison, Wisconsin 53713  
Fax: 608/267-1533

[www.countyofdane.com/pwht/public\\_works.aspx](http://www.countyofdane.com/pwht/public_works.aspx)

MAY 1, 2018

## INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 317055 to provide native prairie grass restoration and maintenance over approximately 40 acres of capped landfill and approximately 56 acres at Dane County's clay borrow source. The Proposals are due on or before **2:00 p.m., Thursday, May 31, 2018.**

## SPECIAL INSTRUCTIONS

Please be sure to complete one (1) unbound original and three (3) 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. 317055**

**Native Prairie Grass Restoration and Maintenance**

**May 31, 2018, 2:00 p.m.**

5. Mail or deliver to:  
Allison Rathsack, Project Manager  
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 Allison Rathsack at 608/514-2319 or send email to [Rathsack.Allison@countyofdane.com](mailto:Rathsack.Allison@countyofdane.com).

Sincerely,

*Allison Rathsack*

Project Manager

Enclosure: Request for Proposals No. 317055 Package

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- Fair Labor Practices Certification
- Sample Purchase of Services Agreement

### **SUPPLEMENTAL INFORMATION**

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- Figure 2 – Existing Conditions for Dane County Landfill Site No. 2
- Figure 3 – Contractor’s Construction Schedule
- Figure 4 – Existing Conditions for Westport Clay Borrow Site (Phase 1)
- Figure 5 – Existing Conditions for Westport Clay Borrow Site (Phase 2)

**LEGAL NOTICE**

**REQUEST FOR PROPOSALS**

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

**2:00 P.M., THURSDAY, MAY 31, 2018**

**RFP NO. 317055**

**NATIVE PRAIRIE GRASS RESTORATION AND MAINTENANCE**

**DANE COUNTY LANDFILL SITE NO. 2**

**7102 U.S. HIGHWAY 12 & 18**

**MADISON, WI**

Dane County is inviting Proposals for native prairie grass restoration and maintenance over approximately 40 acres of capped landfill and approximately 56 acres at Dane County's clay borrow source. 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, May 1, 2018** by downloading it from [bids-pwht.countyofdane.com](http://bids-pwht.countyofdane.com). Please call Allison Rathsack, Project Manager, at 608/514-2319, or our office at 608/266-4018, for any questions or additional information.

A site tour will be held on Thursday, May 17, 2018 at 10:00 a.m. starting at the Scale House. This cursory tour will go until approximately 12:00 p.m. and will also cover the clay borrow site. The borrow site is located 25 minutes from the landfill, and tour attendees will have to provide their own transportation. Proposing companies are encouraged to attend this optional tour.

**PUBLISH: TUESDAY, MAY 1 & MAY 8, 2018 - WISCONSIN STATE JOURNAL  
TUESDAY, MAY 1 & MAY 8, 2018 - THE DAILY REPORTER**



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**Public Works Solid Waste Division**

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**PROPOSAL SIGNATURE PAGE**

**PROPOSAL NO. 317055**

**PROJECT: NATIVE PRAIRIE GRASS RESTORATION AND MAINTENANCE**

The undersigned, submitting this Proposal, hereby agrees with all terms, conditions and requirements of the above referenced Request for Proposals, and declares that the attached Proposal and pricing are in conformity therewith.

**SIGNATURE:** \_\_\_\_\_  
(Proposal is invalid without signature)

Print or Type Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Receipt of the following addenda and inclusion of their provisions in this Proposal is hereby acknowledged:

Addendum No(s). \_\_\_\_\_ through \_\_\_\_\_

Dated \_\_\_\_\_

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/Account/Login?](http://danepurchasing.com/Account/Login?) or obtain one by calling 608/266-4131.

## REQUESTED SERVICES AND BUSINESS INFORMATION

### 1. GENERAL INFORMATION

- A. Purpose: Dane County is inviting Proposals for native prairie grass restoration and maintenance over approximately 40 acres of capped landfill and approximately 56 acres at Dane County's clay borrow source. The landfill site is required to have a specified native prairie grass mixture (Figure 1) while the County is open to alternative native prairie grass mixtures for the clay borrow source site. The clay borrow site can be a sole mixture or various mixtures based on soil type and moisture regime.
- B. Overview: Dane County Landfill Site No. 2 has been an active municipal solid waste (MSW) landfill since 1985. At the time of the start of this contract, Dane County will have capped approximately 40 acres for final seeding, broken down into three (3) capping stages (Figure 3). Below is additional information for the three (3) capped stages of the landfill:
- Stage 3: 8 acres are permanently capped and seeded with cover crop during 2017/2018 construction season,
  - Stage 4: 18 acres are currently being capped without seeding during 2018 construction season, and
  - Stage 5: 14 acres are currently being capped without seeding during 2018 construction season.

The Contractor's schedule for final capping is attached as Figure 3. Please note, the clay excavation outlined on Contractor's schedule is outside the area of restoration at the clay borrow source.

Please note, the area 100' east of Stage 5 will also need to be restored with prairie grass as it was disturbed during construction. The area beyond 100' east of Stage 5 is either actively accepting waste or is permanently capped and seeded from previous construction with portions being used for vertical expansion. There will be no prairie restoration work in the areas east of Stage 5 as part of this contract.

Per Wisconsin Department of Natural Resources (WDNR), Dane County is required to:

- Measure each gas well for landfill gas quality and quantity on a monthly basis,
- Measure each leachate head well for quantity on a monthly basis,
- Perform routine and non-routine maintenance on each gas well, and
- Monitor surface emissions on a quarterly basis, on a 100' by 100' grid.

Given the above requirements, Contractor shall propose potential solutions as to maintain access for surface emission monitoring, gas wells, and leachate headwells.

Dane County's clay borrow site located in the Town of Westport will also require restoration and maintenance. Clay was excavated during two separate phases, denoted as Phase 1 and 2. Phase 1 was excavated in 2014 and restored in 2015. There has not been maintenance performed on Phase 1 so introduced grasses, legumes, and weeds are present. There is an established waterway directing the water northeast off the hill that is along the southern border to drain to the existing sediment basin (Figure 4), this waterway shall be maintained by Contractor.

Phase 2 was broken into two sections, the first being the area to the east of the drainage swale and the second to the west (Figure 5). The area including the drainage swale and west of the drainage swale is not included in this Proposal as clay will continue to be removed in future years. The area to the east of the drainage swale was excavated in 2016 and restored in 2017. There has not been maintenance performed on Phase 2 so introduced grasses, legumes, and weeds are present. Contractor shall plant and maintain prairie grasses in this area as part of this Work.

The establishment of native prairie grass is crucial to the Town of Westport as this site may be home to a future recreation/conservation area. Given these parameters, rough walking trails shall be installed along the perimeter. Contractor shall propose a seed mixture to be used for rough walking trails.

Owner's responsibilities are outlined in Section 6, below.

C. To be considered for this project, the Consultant must meet or exceed the following criteria:

1. CQA representative shall be present during crucial restoration and maintenance phases (i.e. site and soil preparation, planting, maintenance, etc.) for both sites. CQA representative may work for the Contractor or may be sub-contracted. The specific purpose of CQA representative is to ensure a successful restoration project. **Critical phases and times that CQA representative shall be present for shall be detailed in Section 4 of the Proposal.**
2. Must have been responsible for the installation and/or maintenance of at least three (3) restoration projects of similar scope and size of this Proposal.
3. Have been in business for a period of not less than five (5) years.

## 2. SCOPE OF WORK

A. Phase 1 – Site and Soil Preparation

1. Contractor shall be solely responsible for installing and maintaining any additional erosion control or stormwater measures as to not detrimentally affect the project area or surrounding area for both the landfill and the clay borrow site.
2. Contractor shall work with County to identify areas to be graded prior to planting to ensure an adequate seed bed and a successful restoration.
3. Contractor shall provide soil sampling and testing at a frequency to adequately represent the overall soil mass for both the landfill and the clay borrow site. If soil sampling and testing is not necessary at one or both sites, please provide a detailed explanation and rationale as to why.
  - a. Soil testing shall include the testing for pH, nutrients (dissolved nitrogen, phosphorous, and potassium at a minimum), and percent organic matter.
  - b. Contractor shall recommend necessary soil amendments and/or fertilizers for application. Contractor shall purchase and apply required soil amendments and/or fertilizers through a separate contract with the County.

Please note, all surface applications at the landfill must be approved by WDNR and County as to not affect the groundwater monitoring wells that surround the landfill perimeter.

4. CQA representative shall monitor critical phases to ensure Contractor is complying with all local, state, and federal standards and manufacturer's instructions.

#### B. Phase 2 – Planting

1. Contractor shall propose potential solutions as to maintain access for surface emission monitoring, gas wells, and leachate headwells. If additional seed mixture(s) are made part of the potential solution, please provide the proposed seed mixture(s).
2. Contractor shall propose seed mixtures and rationale for selected mixtures for the following areas at the clay borrow site:
  - a. Native prairie grass(es) for clay borrow site, and
  - b. Walking trail grass(es) for clay borrow site.

Please note, at least a portion of the seed mixes for the clay borrow site must be pollinator bee friendly.

3. Contractor shall prepare and submit a planting diagram for both the clay borrow site and landfill. Contractor may not begin planting until County has approved the planting diagram.
4. Contractor shall prepare a planting schedule that includes the best timeline for achieving successful germination for both sites. Contractor shall be responsible for any required reseeded.
5. Contractor shall provide all equipment, laborers, and materials necessary to successfully commence and complete planting for both sites.
6. CQA representative shall monitor critical phases for both sites to ensure Contractor is complying with all local, state, and federal standards and manufacturer's instructions.

#### C. Phase 3 – Maintenance

1. Contractor shall perform all maintenance for both sites for a five-year period following completion of installation as determined from acceptance in writing by County.
2. Contractor shall develop and maintain an establishment maintenance plan for both sites. Please note that prescribed burns cannot be conducted at the landfill. The landfill generates methane, a flammable gas.
3. Contractor shall develop and maintain a long term management plan following the establishment maintenance plan for both sites. Please note that prescribed burns cannot be conducted at the landfill. The landfill generates methane, a flammable gas.
4. Contractor shall estimate long term care costs at the landfill for the following timeframes:
  - a. Ten (10) year period from planting,
  - b. Twenty (20) year period from planting,
  - c. Thirty (30) year period from planting, and
  - d. Forty (40) year period from planting.
5. CQA representative shall monitor critical phases to ensure Contractor is complying with all local, state, and federal standards and manufacturer's instructions.



### 3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in seven clearly 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 planning, installation, and maintenance of restoration projects. Description must include:
    - a. Experience with, or involvement in developing Best Management Practices (BMP) or maintenance plans for restoration projects;
    - b. Related CQA experience for restoration projects; 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 restoration and/or maintenance 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 (e.g., BMP plans, CQA representative, seed mixture design, restoration maintenance implementation plans, 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; 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 planning and implementation techniques to be used in approaching the Work. Close attention will be paid to the A/E firm's knowledge and understanding of:
    - a. Identify BMP for a successful restoration project (include erosion control and stormwater management practices),
    - b. Topsoil treatment methods,
    - c. Anticipated CQA representative timeline,
    - d. Proposed seed mixture(s) and placement for clay borrow site,
    - e. Planting timeline specific to clay borrow site,
    - f. Planting timeline specific to landfill,
    - g. Establishment timeline and maintenance requirements for each site,
    - h. Long term maintenance timeline and requirements for each site,
    - i. Estimates for long term care costs for each site (this cost will ONLY be used for determining long term care costs for WDNR required reporting),
    - j. Local availability of all seed mixtures, and
    - k. Recommendations for each site.
  5. Indicate individual staff availability and tentative timetable (in the form of a Gantt chart) for the project phases, using a theoretical start date of July 23, 2018. Include listing of other consultants who will participate in this Work and their area of expertise.

6. Six (6) fees for services **and** desired progress payment plan:
  - a. Stated as fixed fee for CQA representative (in \$/hour) and include anticipated timeline and hours of Work in Section 4 of the proposal.
  - b. Stated as fixed fee for native prairie grass mixture (in \$ per acre) and include local availability in Section 4 of the proposal,
  - c. Stated as fixed fee for each additional seed mixture (in \$ per acre per seed mixture) and include local availability in Section 4 of the proposal,
  - d. Stated as fixed fee for Phase 1 of the Scope of Work (not including seed mixture pricing and CQA Work),
  - e. Stated as fixed fee for Phase 2 of the Scope of Work (not including seed mixture pricing and CQA Work), and
  - f. Stated as fixed fee for Phase 3 of the Scope of Work (not including seed mixture pricing and CQA Work).
  
7. State clearly any limitations you wish to include in *Sample Purchase of Services Agreement* and advise of any conditions that you may have.

Please note, Dane County may have separate contracts with selected Contractor for each site. Please advise of any conditions that you may have given this possibility.

**4. EVALUATION CRITERIA**

- A. Proposing consultants will be evaluated on this criteria:

Relative Experience	35%
Past Project References	25%
Approach to Project	20%
Pricing / Cost Proposal	<u>20%</u>
Total	100%

**5. SITE TOUR**

- A. A proposing company site tour will be held on Thursday, May 17, 2018 at 10:00 a.m. starting at the Scale House. This cursory tour will go until approximately 12:00 p.m. and will also cover the clay borrow site. The borrow site is located 25 minutes from the landfill, and tour attendees will have to provide their own transportation. Proposing companies are encouraged to attend this optional tour.

**6. OWNER’S RESPONSIBILITY**

- A. Dane County will provide equipment and labor for any grading and surveying work as mutually agreed upon by County and Contractor.

**7. 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.

<b>DATE</b>	<b>EVENT</b>
May 1, 2018	RFP issued
May 17, 2018 - 10:00 a.m.	Site tour
May 18, 2018 - 2:00 p.m.	Written inquiries due
May 22, 2018	Addendum (if necessary)
May 31, 2018 - 2:00 p.m.	Proposals due
June 4, 2018 (estimated)	Interviews for invited proposing companies
June 7, 2018 (estimated)	Notification of intent to award sent out
July 23, 2018 (estimated)	Agreement start date

## **8. 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 Allison Rathsack, Project Manager, at 608/514-2319 or Rathsack.Allison@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., Thursday, May 31, 2018.
- 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 of 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) calendar 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.nlrb.gov](http://www.nlrb.gov) and [werc.wi.gov](http://werc.wi.gov).

For reference, Dane County Ordinance 25.09 is as follows:

- (1) 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 Controller 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**  
**Purchase of Services Agreement**

Number of Pages, including schedules: \_\_\_\_\_

Agreement No. \_\_\_\_\_

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

Authority: Res. \_\_\_\_\_, 2017-2018

Department: \_\_\_\_\_

Maximum Cost: \_\_\_\_\_

Registered Agent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and \_\_\_\_\_ (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is \_\_\_\_\_,  
desires to purchase services from PROVIDER for the purpose of \_\_\_\_\_  
\_\_\_\_\_ ; and

**WHEREAS** PROVIDER, whose address is \_\_\_\_\_,  
is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. SERVICES.
  - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
  - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement,

PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VII. INSURANCE.

- A. PROVIDER 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 PROVIDER's furnishing the services or goods 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 by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, 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 a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- VIII. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- IX. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER 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). PROVIDER 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.

X. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER 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. PROVIDER 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. PROVIDER 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. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, 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 PROVIDER 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 PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER'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. PROVIDER 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.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XI. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XII. MISCELLANEOUS.

- A. Registered Agent. PROVIDER 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, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. 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.
- C. Limitation Of Agreement. 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.
- D. Entire Agreement. 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.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

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

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

\* \* \*

**FOR COUNTY:**

Date Signed: \_\_\_\_\_  
JOSEPH T. PARISI, County Executive

Date Signed: \_\_\_\_\_  
SCOTT MCDONELL, County Clerk

\* [print name and title, below signature line of any person signing this document]

## SCHEDULE A

- I. Pursuant paragraph #1 of the attached AGREEMENT, the PROVIDER shall provide the following services:
  - a. Scope of services are outlined in RFP 317055 issued on May 1, 2018,
  - b. Subsequent addenda dated [Date], 2018, and [Date], 2018, and
  - c. PROVIDER's proposal dated [Date], 2018.
- II. COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER'S obligations hereunder.

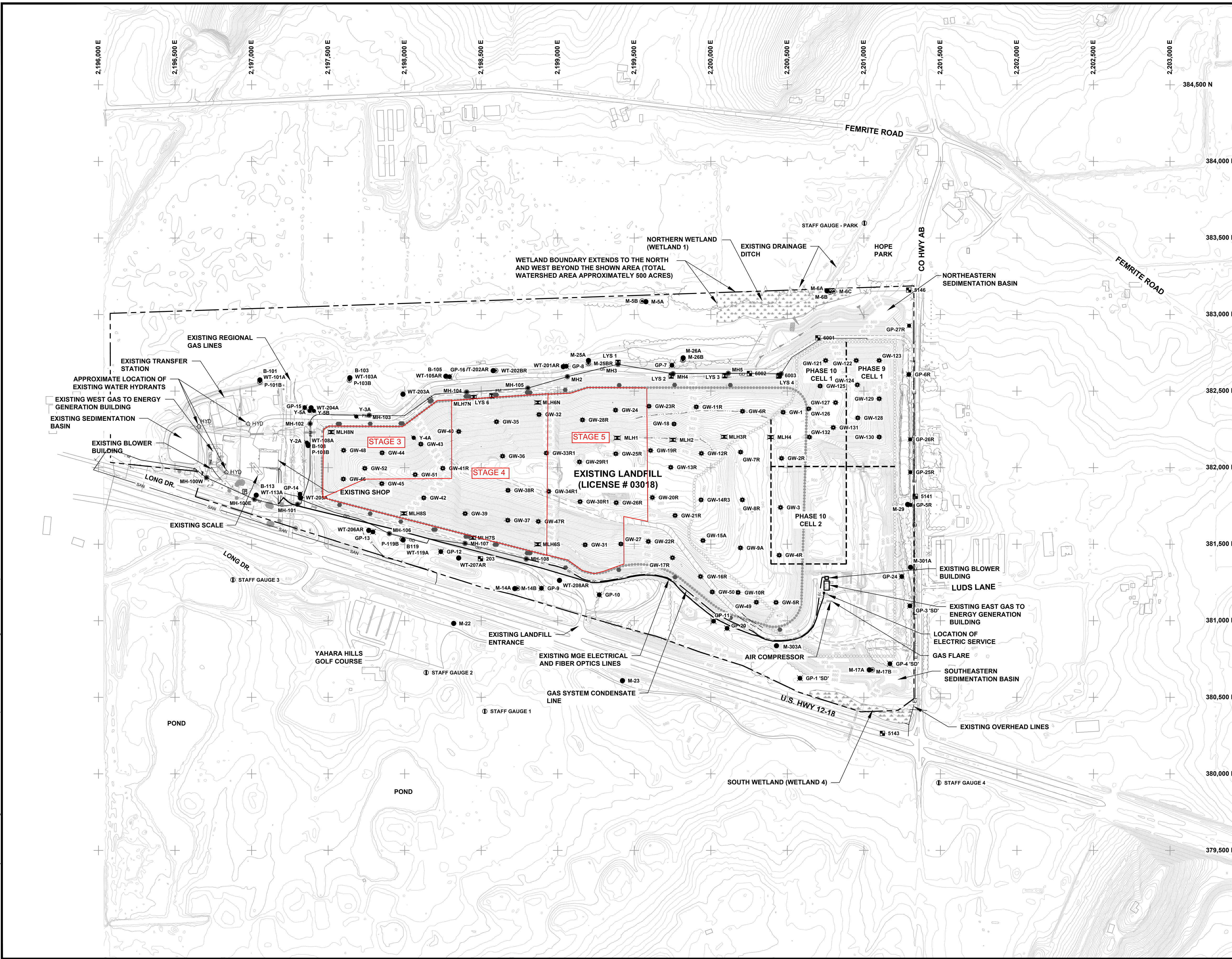
## SCHEDULE B

- I. PROVIDER shall be paid on the basis of work completed, when completed at the following rates:
  - a. Hourly fee of \$[ ] for CQA representative for an estimated total cost of \$[ ],
  - b. Fixed fee of \$[ ]/acre for native prairie grass mixture for an estimated total cost of \$[ ],
  - c. Fixed fee of \$[ ]/acre for [Additional Seed Mixture No. 1, No. 2, etc.] for an estimated total cost of \$[ ],
  - d. Fixed fee of \$[ ] for Phase 1 of the Scope of Work (not including seed mixture pricing and CQA Work),
  - e. Fixed fee of \$[ ] for Phase 2 of the Scope of Work (not including seed mixture pricing and CQA Work), and
  - f. Fixed fee of \$[ ] for Phase 3 of the Scope of Work (not including seed mixture pricing and CQA Work).
- II. If PROVIDER is timely with respect to all its obligations under this AGREEMENT, the COUNTY shall make payments due within 30 days of the dates of completion of PROVIDER'S obligations or of billing, as appropriate. If PROVIDER fails to meet time limits, COUNTY'S payments will be delayed an additional 30 days.
- III. PROVIDER 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.
  - a. Payments to the PROVIDER may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the PROVIDER. COUNTY will notify the PROVIDER in writing of the alleged, specific damages and amounts involved, on a timely basis.

Figure 1. Native Pollinator Friendly Seed Mixture		
Common Name	Scientific Name	% Mix
Big Bluestem	<i>Andropogon gerardii</i>	0.00
Side-oats Grama	<i>Bouteloua curtipendula</i>	12.00
Canada Wild Rye	<i>Elymus canadensis</i>	9.00
Virginia Wile Rye	<i>Elymus virginicus</i>	9.00
Switch Grass	<i>Panicum virgatum</i>	13.00
Little Bluestem	<i>Schizachyrium scoparium</i>	20.00
New England Aster	<i>Aster novae-angliae</i>	1.50
Smooth Blue Aster	<i>Aster laevis</i>	0.50
Butterfly Weed	<i>Asclepias tuberosa</i>	0.25
Sand Coreopsis	<i>Coreopsis lanceolata</i>	2.25
Purple Prairie Clover	<i>Dalea purpurea</i>	3.00
Western Sunflower	<i>Helianthus occidentalis</i>	0.25
Round-headed Bush Clover	<i>Lespedeza capitata</i>	0.25
Wild Bergamot	<i>Monarda fistulosa</i>	1.50
Smooth Penstemon	<i>Penstemon digitalis</i>	1.00
Yellow Coneflower	<i>Ratibida pinnata</i>	4.50
Black-eyed Susan	<i>Rudbeckia hirta</i>	20.50
Stiff Goldenrod	<i>Solidago rigida</i>	1.50
	Total PLS lbs. per acre	8.00



22634 - ATTACHED XREFS: Bmc-2014-12-02; Pro: Bmc; Grid: Wells 3000; Well: Leach 3000; Well: Gas 3000; Leach: Pong; ... ATTACHED IMAGES: DRAWING NAME: J:\Dane County LF276981 - Eng Services\000001 - 2017 Annual Report\276981\_000001\_09.dwg - PLOT DATE: April 18, 2018 - 1:57PM - LAYOUT: FIGURE 5



**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
- EXISTING OVERHEAD LINES
- DRAINAGE DITCH
- EXISTING APPROVED LIMITS OF WASTE
- APPROVED LIMITS OF WASTE
- CELL/PHASE DELINEATION LINE
- LIMITS OF COMPOSITE LINER CONSTRUCTION
- LIMITS OF CONSTRUCTION
- FM EXISTING LEACHATE FORCEMAIN LINE
- GD EXISTING LEACHATE GRAVITY DRAIN LINE
- SAN EXISTING SANITARY SEWER LINE
- EXISTING SURVEY CONTROL MONUMENT
- M-26A EXISTING MONITORING WELL LOCATION
- M-26B EXISTING PIEZOMETER LOCATION
- GP-11 EXISTING GAS MONITORING PROBE LOCATION
- GW-33R EXISTING GAS EXTRACTION WELL
- LYS 1 EXISTING LYSMETER LOCATION
- MH3 EXISTING MANHOLE LOCATION
- EXISTING CLEANOUT LOCATION
- MLH3R EXISTING LEACHATE HEAD WELL
- STAFF GAUGE 4 EXISTING STAFF GAUGE LOCATION
- EXISTING GRINDER PUMP
- HYD EXISTING WATER HYDRANT
- LCF EXISTING LITTER CONTROL FENCE
- EXISTING HAUL ROAD TO BE REMOVED

- NOTES**
1. PROPERTY BOUNDARIES IN THE VICINITY OF THE EASTERN EXPANSION SURVEYED BY AECOM DATED: SEPTEMBER 19, 2012.
  2. BUILDING INFORMATION PROVIDED BY DANE COUNTY LAND INFORMATION OFFICE MADISON, WI. BUILDING FOOTPRINTS DATED: 2005.
  3. UTILITY LOCATIONS SHOWN PROVIDED BY DANE COUNTY.

**LANDFILL COVER ASSESSMENT**

- LOCATION OF ANIMAL INTRUSION
- LOCATION OF SURFACE WATER PONDING
- LOCATION OF SURFACE EROSION
- LOCATION OF REPAIRED SURFACE EROSION

Cover assessment completed on 4/23/18.

NO.	BY	DATE	REVISION	APPD.
PROJECT: <b>DANE COUNTY NO. 2 (RODEFELD) LANDFILL 2017 ANNUAL REPORT DANE COUNTY, WISCONSIN</b>				
TITLE: <b>LANDFILL COVER ASSESSMENT</b>				
DRAWN BY: R. NOLDEN		PROJ. NO.: 275981.0000.0000.000001		
CHECKED BY: D. MARSHALL		<b>FIGURE 5</b>		
APPROVED BY: D. MARSHALL				
DATE: APRIL 2018				
		708 Heartland Trail Suite 3000 Madison, WI 53717 Phone: 608.826.3600		
FILE NO.: 275981.000001.09.dwg				

FIGURE 2. EXISTING CONDITIONS FOR DANE COUNTY LANDFILL SITE NO. 2



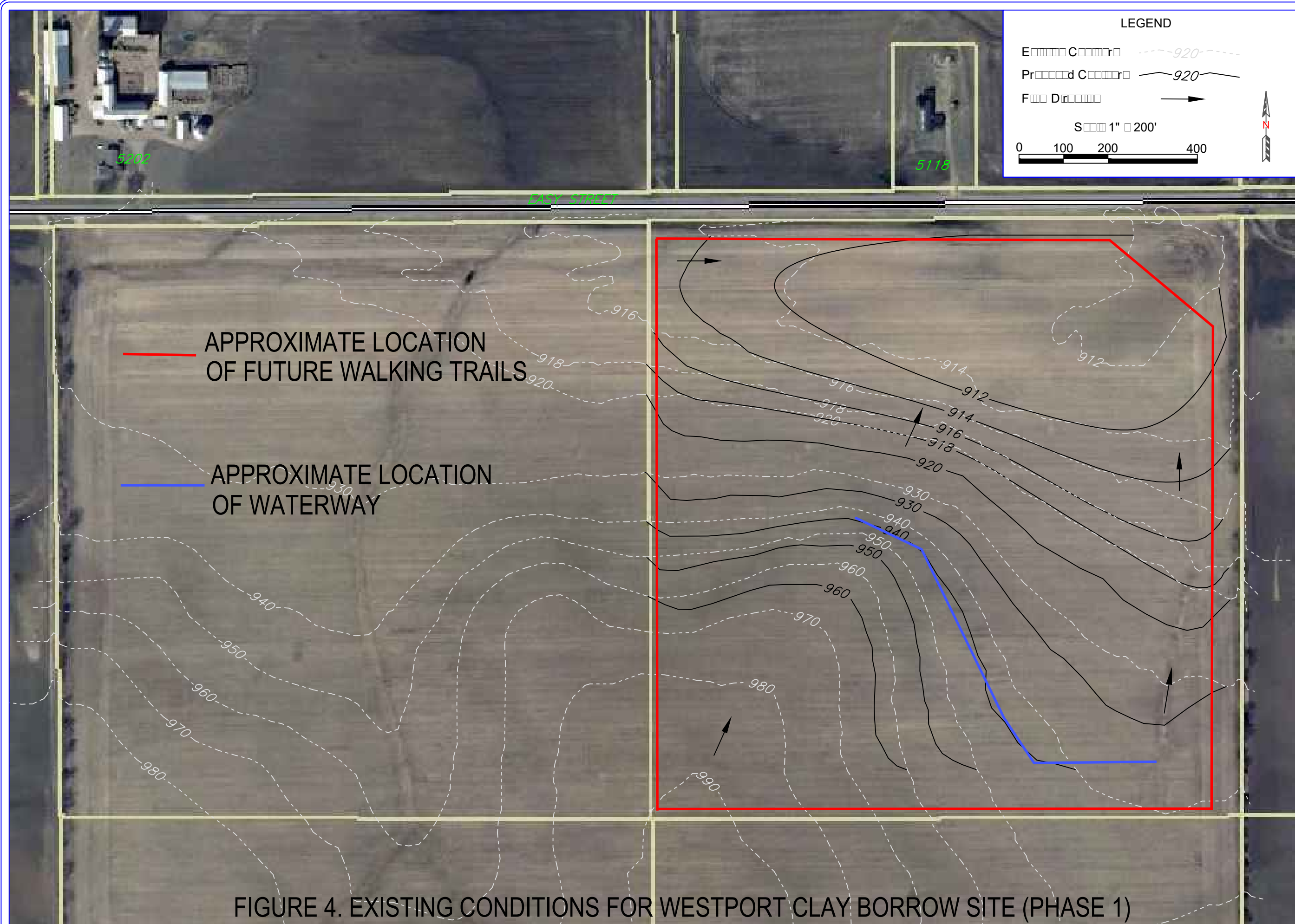


**Project: 2nd Revised 4-10-18**  
**Date: Tue 4/10/18**

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond icon
- Summary: Thick solid black bar
- Project Summary: Thin solid blue bar
- External Tasks: Dotted black bar
- External Milestone: Diamond with dot icon
- Inactive Task: Thin solid black bar
- Inactive Milestone: Thin solid grey bar
- Inactive Summary: Thick solid grey bar
- Manual Task: Thin solid blue bar
- Duration-only: Thin solid black bar
- Manual Summary Rollup: Thick solid blue bar
- Manual Summary: Thin solid black bar
- Start-only: Thin solid blue bar
- Finish-only: Thin solid black bar
- Deadline: Dashed blue line
- Progress: Dotted blue bar
- Manual Progress: Thin solid black bar

**FIGURE 3. CONTRACTOR'S CONSTRUCTION SCHEDULE**





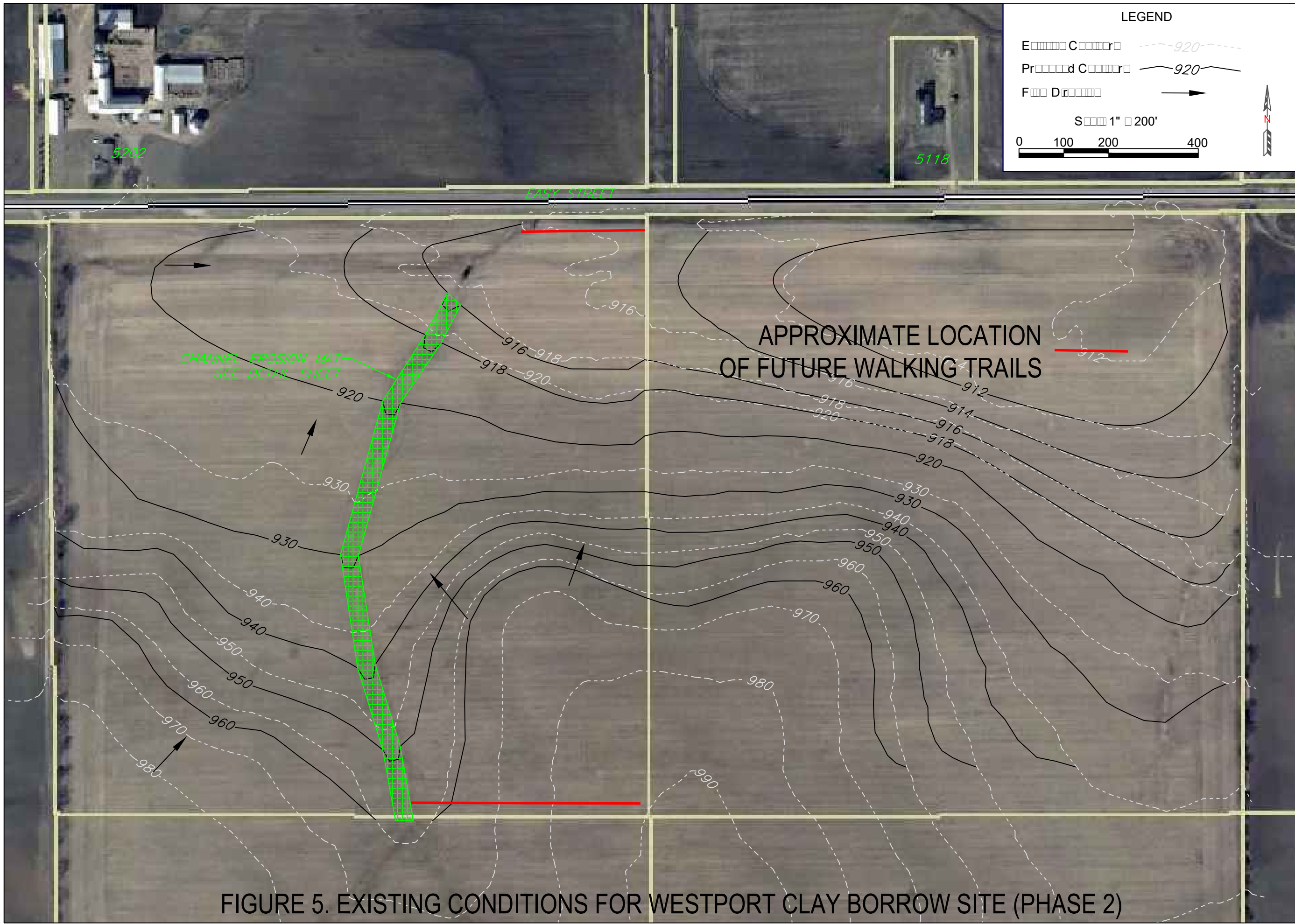


FIGURE 5. EXISTING CONDITIONS FOR WESTPORT CLAY BORROW SITE (PHASE 2)

File Name:

DEPARTMENT OF PUBLIC WORKS  
DANE COUNTY WISCONSIN

EASY STREET  
CLAY BORROW SITE  
PHASE 2 RECLAMATION

Sheet 13  
of 13

Approved By: JW  
Design By: HR  
Drawn By: HR  
Date: Jan. 2014  
Scale: As Shown  
Bid No.: