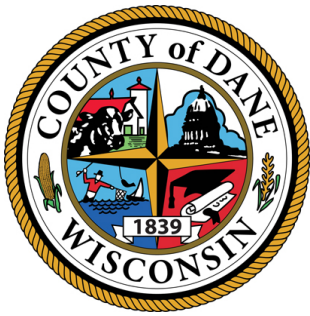


**RFP NO. 321029**



**DANE COUNTY DEPARTMENT OF  
WASTE & RENEWABLES**  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713

**REQUEST FOR PROPOSALS NO. 321029  
PROFESSIONAL ENGINEERING SERVICES  
DANE COUNTY DEPARTMENT OF WASTE & RENEWABLES  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN**

**ISSUED FOR PROPOSALS: JANUARY 4, 2022**

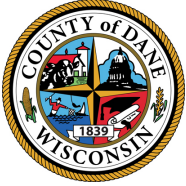
Due Date / Time: **TUESDAY, FEBRUARY 1, 2022 / 2:00 P.M.**

Location: **WASTE & RENEWABLES OFFICE**

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FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

ROBERT REGAN, PROJECT ENGINEER  
TELEPHONE NO.: 608/516-3159  
E-MAIL: [REGAN@COUNTYOFDANE.COM](mailto:REGAN@COUNTYOFDANE.COM)



## Department of Waste & Renewables

608/266-4018

John Welch, P.E.  
Director

Deputy Director  
Roxanne Wienkes

Joseph T. Parisi  
County Executive

1919 Alliant Energy Center Way  
Madison, Wisconsin 53713  
Fax: 608/267-1533  
<https://landfill.countyofdane.com/>

January 4, 2022

### INVITATION FOR PROPOSALS

Dane County is inviting Proposals for professional engineering services for a contract period of five (5) years. Work will primarily be related to Department of Waste & Renewables projects. Dane County may award contracts to multiple bidders and may split work between different bidders depending on firms' expertise in related work. The goal is to have a contract with a Professional Engineering firm (or firms) for Work consisting mainly of smaller periodic projects, with an estimated annual contract amount of \$5,000-\$50,000 per awarded bidder. Workload will be assigned on an as needed basis and at the discretion of Dane County.

The Proposals are due on or before **2:00 p.m., February 1, 2022**. No performance bond is required.

### SPECIAL INSTRUCTIONS

Please provide the entire proposal package in these formats: one (1) bound hard copy and an electronic version on a USB flash drive or compact disk. Follow these instructions when submitting your proposal:

1. Place the signed Proposal Form on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Proposal Form 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. 321029**  
**Professional Engineering Services**  
**February 1, 2022, 2:00 p.m.**

5. Mail or deliver to:  
Robert Regan, Project Engineer  
Dane County Department of Waste & Renewables  
1919 Alliant Energy Center Way  
Madison, Wisconsin 53713

Use the drop box outside of our Office if you choose to hand deliver. If any additional information about this Request for Proposals is needed, please call Robert Regan at 608/516-3159 or send email to [regan@countyofdane.com](mailto:regan@countyofdane.com).

Sincerely,

Robert Regan  
Project Engineer

Enclosure: Request for Proposals No. 321029 Package

SECTION 00 01 10

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- 00 42 13 - Proposal Form
- 00 52 98 - Draft Dane County Contract
- 00 73 11 - Fair Labor Practices Certification

END OF SECTION

SECTION 01 11 19

REQUEST FOR PROPOSAL

**LEGAL NOTICE**

Dane County Dept. of Waste & Renewables, 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

**2:00 P.M., TUESDAY, FEBRUARY 1, 2022**

**RFP NO. 321029**

**PROFESSIONAL ENGINEERING SERVICES**

**DEPARTMENT OF WASTE & RENEWABLES**

**1919 ALLIANT ENERGY CENTER WAY, MADISON, WI**

Dane County is inviting Proposals for professional engineering services for a contract period of five (5) years. Work will primarily be related to Department of Waste & Renewables projects including, but not limited to landfill / civil design services; monitoring systems design and assistance, construction services, environmental assistance, and emergency event response.

RFP document may be obtained after **2:00 p.m., January 4, 2022** from [bids-pwht.countyofdane.com](https://bids-pwht.countyofdane.com). Call Robert Regan, Project Engineer., 608/516-3159, or our office, 608/266-4018, with any questions.

**PUBLISH:     JANUARY 4 & 11, 2022 - WISCONSIN STATE JOURNAL**  
**JANUARY 5 & 12, 2022 - THE DAILY REPORTER**

## SECTION 00 24 16

### SCOPES OF PROPOSALS

#### 1. GENERAL INFORMATION

- A. The Dane County Department of Waste & Renewables operates an active municipal solid waste landfill (Rodefild Landfill) at 7102 Hwy 12 and 18, Madison, WI. Additional operations at the landfill property include a household hazardous waste collection facility (Clean Sweep), a construction and demolition waste recycling facility, and a renewable natural gas (RNG) plant. Dane County also diverts metal, asphalt shingles, and tires for recycling at this property. Routine environmental monitoring of these sites is performed under a separate scope of work.
- B. The Dane County Department of Waste & Renewables also manages two closed municipal solid waste landfills within Dane County. The Verona Landfill is located near Badger Prairie Park in Verona and the Truax Landfill is located near Dane County Regional Airport in Madison. Routine environmental monitoring of these sites is performed under a separate scope of work.
- C. The Dane County Department of Waste & Renewables is currently in the initial stages of design and planning for a new municipal solid waste landfill and sustainability business park or “Sustainability Campus” for future waste management needs. The property appears to be suitable for a landfill with a capacity of 70+ years, and the sustainability campus will focus on diversion of materials from the landfill, with operations by both Dane County and third party operators. Services for landfill permitting and site development/design will be sought under a separate proposal; however, this contract could include incidental work for the project.
- D. The Dane County Department of Waste & Renewables is inviting Proposals for professional engineering services for a contract period of five (5) years. Work will primarily be related to Department of Waste & Renewables projects but may include assistance for other County Departments. Dane County may award contracts to multiple bidders and may split work between different bidders depending on firms’ expertise in related work. The goal is to have a contract with a Professional Engineering firm (or firms) for Work that will consist mainly of smaller periodic or emergency projects, with an estimated annual contract amount of \$5,000-\$50,000 per awarded bidder. Work will be authorized on an as needed basis and at the discretion of Dane County after establishing a scope and a proposed cost for the work with the awarded bidder.

#### 2. SCOPE OF WORK

- A. Dane County has identified the following divisions of work anticipated to be awarded under this Request for Proposal. Proposers may submit with respect to one or all of the divisions. Dollar amounts listed are the estimated annual contract amount for the individual division.
  - 1. Landfill / Civil Design Services (\$30,000) – including but not limited to:
    - Landfill Design – (For active, closed, or planned future landfill)
      - o Locational criteria setbacks and exemptions (private wells, surface waters, parks, highways, airports, etc.)
      - o Geotechnical investigations (soil boring, monitoring well, and piezometers)

- Wetland delineations
  - Alternative liner/final cover
  - Perimeter berm, base grade, leachate collection system, and final grades
  - Leachate collection, management, disposal, and recirculation
  - Surface water management, including diversion berms, downslope flumes, perimeter ditches, sedimentation basins, and outlet structures
  - Gas extraction systems, including well depth and spacing, and header and lateral layout
  - Compost site layout, pad design, and surface water management
  - Coordination / correspondence with the Wisconsin Department of Natural Resources (WDNR)
  - Revisions and updates to CAD drawings for the site
  - Operational efficiency studies or reviews
- Civil Design – (Primarily for planned future landfill)
    - Master planning
    - Street layout and grading
    - Utility design and layout
    - Storm water management and design
    - Traffic flow and parking lot design
    - Driveway design and permitting
    - Facility/building layout
    - Coordination/permitting with the City of Madison and the Wisconsin Department of Transportation (WDOT)
2. Monitoring Systems Design and Assistance (\$15,000) – including but not limited to:
- Landfill Gas Wellfield – (For active and closed landfills)
    - New / replacement well installations, including well depths and spacing/layout
    - Header/lateral sizing and layout
    - Leachate and condensate management
    - Extraction well rehabilitation or abandonment
    - Monitoring
      - Routine or unscheduled four gas (methane, carbon dioxide, oxygen, balance gas) field monitoring
      - Hydrogen sulfide field monitoring
      - Field sampling for lab analysis
    - Compliance support
      - Additional monitoring as required for out of compliance wells
      - Coordination with the WDNR
    - Training assistance - Train Dane County personnel in monitoring techniques, interpretation of results, calibration and use of monitoring equipment, and compliance/reporting requirements
  - Monitoring Well/ Gas Probes - (For active, closed, or planned future landfill)
    - Abandonment and replacement
      - Well/Probe depth, location, and screened interval design
      - Coordination/contracting with drilling company
      - Oversight of installation/abandonment by a State of Wisconsin registered professional geologist
      - Coordination with the WDNR
    - Monitoring - Routine or unscheduled field monitoring and sampling for laboratory analysis

- Compliance support
    - Additional monitoring as required for out of compliance monitoring wells or gas probes
    - Coordination with the WDNR
  - Training assistance - Train Dane County personnel in monitoring techniques, interpretation of results, use of monitoring equipment, and compliance/reporting requirements
3. Construction Services (\$25,000) – including but not limited to:
- Construction documentation assistance - (For active, closed, or planned future landfill)
    - Construction plan set preparation
    - Specifications preparation
    - Review of contractor submittals/documentation
    - Review of soil/geosynthetic laboratory test results
    - Review of survey documentation
    - Documentation report preparation
    - Documentation plan set preparation
  - Construction quality assurance (CQA) support or training - (For active, closed, or planned future landfill)
    - Project management
    - On-site construction quality assurance (full time or as needed)
    - Review of contractor submittals
    - Soil and geosynthetic field testing and sample collection for laboratory testing
    - Review of contractor submittals/documentation
    - Review of soil/geosynthetic laboratory test results
    - Review of survey documentation
    - Assistance with modifications related to unforeseen field conditions.
    - Coordination / correspondence with the WDNR
    - Training assistance - Train Dane County personnel in CQA requirements and compliance/reporting requirements
4. Laboratory Testing Services (\$10,000) – including but not limited to:
- Soil Testing Services (For active, closed, or planned future landfill)
    - Including clay, fine grained barrier layer, leachate collection system aggregates, and general fill
    - Borrow source investigations – Bulk sample testing as necessary
    - Geotechnical investigations – Bulk sample testing as necessary
    - Construction testing – Bulk and shelby tube sample testing as necessary
  - Geosynthetic Testing Services (For active, closed, or planned future landfill)
    - Including geomembrane, geosynthetic clay liner (GCL), and geotextile
    - Conformance testing
    - Construction quality assurance / quality control testing.

5. Miscellaneous Environmental Assistance (\$10,000) – including but not limited to:
- Contaminated soil/site - The Dane County Department of Waste & Renewables also manages several old Petroleum Environmental Cleanup Fund Award (PECFA) sites within Dane County. Assistance may be needed with monitoring, reporting, and bringing these sites to closure. Additional unknown sites and contamination may also require assistance in investigation and evaluation of remedial options and clean up.
  - Emerging contaminants of concern – Future regulations may impact landfill operations in the future. Assistance may be necessary with respect to acceptance of PFAS/PFOS containing waste streams, as well as discharge of leachate containing PFAS/PFOS. Work could include risk analysis, system designs, permitting, or construction.
  - Beneficial reuse of process byproducts/diverted materials (For active landfill)
    - o Waste Streams
      - Several waste streams are currently diverted from the landfill, including tires, asphalt shingles, and construction and demolition waste. Assistance may be required in finding and permitting additional uses for these diverted materials.
    - o Sulfur and Carbon Dioxide
      - Sulfur and carbon dioxide are produced as byproducts of our RNG plant gas purification process. Assistance may be required in finding and permitting a use for these materials.
6. Emergency Event Response (\$10,000) – including but not limited to:
- Natural Disaster Response – Natural disasters, including tornados, flooding, storm events, and climate change can mean significant waste management challenges. Assistance may be required in planning for and in immediate response to these challenges.
  - Landfill Incident Response
    - o Landfill Gas Migration – Assistance may be needed in investigating the source of and responding to landfill gas migration. Responses may include monitoring and tuning of the existing gas extraction system, design and installation of additional gas extraction capabilities, design and installation of migration management systems, installation and monitoring of ambient air monitoring devices in nearby structures, or other measures as necessary.
    - o Landfill Subsurface Fires – Assistance may be needed in investigating the cause and responding to a landfill subsurface fire. Investigations may include installation of additional monitoring points/gas extraction wells, monitoring of gas extraction wells for temperature and carbon monoxide, and modeling to determine the extent of fire and risk to the site, operations, and the environment.
    - o Landslides – Assistance may be needed in incident response and clean up from a landslide, and investigation into the cause of the landslide.



- Accidents – Assistance may be needed in accident reconstruction, operator training, and accident prevention strategies.
  - Environmental Spill Response Assistance – Assistance may be needed in responding to environmental spills. Work may include, but is not limited to:
    - Initial spill response, clean-up and environmental sampling
    - Spill reporting requirement interpretation and guidance
    - Data collection, report preparation and submittal
    - Assist with coordination and correspondence with the WDNR
- B. The following requirements are mandatory and must be complied with.
1. Professional Engineer to review all work and stamp as required. A professional geologist will also be required for soil boring/monitoring well drilling and/or abandonment and related work.
- C. In-person meetings shall be limited & shall follow current *Public Health - Madison & Dane County* procedures & recommendations (see [publichealthmdc.com/documents/office\\_space\\_checklist.pdf](http://publichealthmdc.com/documents/office_space_checklist.pdf) and [publichealthmdc.com/coronavirus/forward-dane/current-order](http://publichealthmdc.com/coronavirus/forward-dane/current-order)). Whenever possible, meetings shall be held via teleconference or videoconference, to be hosted by the consultant. Dane County reserves right to mandate safe physical distancing & use of face masks by all personnel while inside any County facility or on any County grounds.

### 3. PROPOSAL CONTENT

- A. Interested consultants shall submit the following information in their proposal, in six distinct sections or divisions:
1. Proposal Form, Fair Labor Practices Certification and Proposer's cover letter.
  2. Description of firm's qualifications, related experience, organization and resources. Qualifications and experience should be related to the divisions of work being proposed on.
  3. Brief list of similar projects previously completed with the project details, name, address and telephone number of the client for whom the work was done. Specific reference shall be made to projects involving public facilities as is being proposed. You may separately list additional professional references.
  4. List of staff that will be committed to the Work with their professional resumes. Actual personnel may be interviewed if firm is short-listed. Include listing of other personnel who may participate in this project and their area of expertise.
  5. Fee for services stated as fixed fee.
  6. State clearly any limitations you wish to include in *Draft Dane County Contract* and advise of any conditions that you may have.

### 4. EVALUATION CRITERIA

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

Staff Qualifications /Capabilities	25%
Organization Strength / Capabilities	25%
Project Experience / References	25%
Cost	25%

**5. PRICING**

- A. Additional details about pricing and payments are detailed in the *Draft Dane County Contract*.
- B. Fee for services stated as fixed fee shall be submitted in the Proposals. For proposal evaluation purposes only, the cost proposal will be based on a project with the following number of hours for each position.

Principal-In-Charge	5 hours
Project Manager	20 hours
Professional Engineer	40 hours
Senior Engineer	40 hours
Junior Engineer	60 hours
Senior Designer	40 hours
Junior Designer	60 hours
Surveyor	20 hours
Two-Person Survey Crew	20 hours
Draftsperson	20 hours
Clerical Staff	5 hours

Note: Position titles may vary. If there is not a position title at your company that exactly matches a position title listed above, please write in the closest job title in the Cost Proposal.

All prices, costs, and conditions outlined in the proposal shall remain fixed to the first 3 years of the contract. Thereafter, prices can be increased by no more than the increase in the Midwest Consumer Price Index. Any such increases will be considered only if Dane County receives the request in writing no less than 60 days prior to the anniversary of the contract.

**6. OWNER’S RESPONSIBILITY**

- A. Dane County will provide all applicable drawings and specifications to selected firms. These drawings and specifications may not be complete or in an as-built condition. Firms will need to confirm accuracy of drawings and specifications. Dane County will provide any necessary hazardous material protection or abatement.

## 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.

<u>DATE</u>	<u>EVENT</u>
January 4, 2022	RFP issued
January 21, 2022 - 2:00 p.m.	Written inquiries due
January 25, 2022	Latest addendum (if necessary)
February 1, 2022 - 2:00 p.m.	Proposals due
February 7 – 11, 2022 (est.)	Oral presentations / Interviews
February 17, 2022 (est.)	Notification of intent to award sent out
March 21, 2022 (est.)	Notice to Proceed

## 8. ADDITIONAL INFORMATION

- A. Dane County Department of Waste & Renewables, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from Robert Regan, Waste & Renewables Project Engineer, 608/516-3159, [regan@countyofdane.com](mailto:regan@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, February 1, 2022.
- 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 project team, 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.

END OF SECTION



# Department of Waste & Renewables

608/266-4018

John Welch, P.E.  
**Director**

**Deputy Director**  
Roxanne Wienkes

Joseph T. Parisi  
**County Executive**

1919 Alliant Energy Center Way  
Madison, Wisconsin 53713  
Fax: 608/267-1533  
<https://landfill.countyofdane.com/>

SECTION 00 42 13

PROPOSAL FORM

**PROPOSAL NO. 321029**  
**PROJECT: PROFESSIONAL ENGINEERING SERVICES**  
**1919 ALLIANT ENERGY CENTER WAY**  
**MADISON, WISCONSIN**

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: \_\_\_\_\_

Please check below indicating which division or divisions of work Proposer is submitting for.	
<input type="checkbox"/>	Civil Design Services
<input type="checkbox"/>	Monitoring Systems Design and Assistance
<input type="checkbox"/>	Construction Services
<input type="checkbox"/>	Laboratory Testing Services
<input type="checkbox"/>	Miscellaneous Environmental Assistance
<input type="checkbox"/>	Emergency Event Response

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

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

Dated \_\_\_\_\_

All Proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for RFPs & RFBs issued by the County and provides the County with up-to-date company contact information. Complete a new form or renewal online at: [danepurchasing.com/Account/Login?](http://danepurchasing.com/Account/Login?)

# DANE COUNTY CONTRACT # \_\_\_\_\_

Revised 06/2021



Department: [REDACTED]  
Provider: [REDACTED]  
Expiration Date: [REDACTED]  
Maximum Cost: \$ [REDACTED]  
Registered Agent (if applicable): [REDACTED]  
Registered Agent Address: [REDACTED]

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

## WITNESSETH:

**WHEREAS** COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, Wisconsin, desires to purchase services from PROVIDER for the purpose of obtaining professional engineering services; and

**WHEREAS** PROVIDER, whose address is [REDACTED], 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. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. 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.

- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

**III. ASSIGNMENT/TRANSFER:**

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. 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. REPORTS:**

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

**VII. 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.

**VIII. INSURANCE & INDEMNIFICATION:**

- 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. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. 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.

1. 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 cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then 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.

5. Workers' Compensation.

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

6. 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. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- 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.

**IX. 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.

**X. 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.

**XI. 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.

**XII. 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 Dane County Ordinances Sec. 25.08(20)(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."

**XIII. 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.

**XIV. FINANCIAL INTEREST PROHIBITED:**

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

**XV. 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.

**XVI. 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.

**XVII. 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.

**XVIII. CONSTRUCTION:**

This Agreement shall not be construed against the drafter.

**XIX. COPIES VALID:**

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and

whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

**XX. 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.

**XXI. DEBARMENT:**

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

**XXII. EXECUTION:**

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

**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:**

\_\_\_\_\_  
\*NAME\*  
\*TITLE\*

\_\_\_\_\_  
Date

\* \* \*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi  
Dane County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

\_\_\_\_\_  
Date

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

**SCHEDULE A**  
**Scope of Services**



## SCHEDULE B

### Pricing Structure and Payment

**Invoices/Payment:**

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

#### Schedule of Hourly Rates

Principal-In-Charge	\$ ____
Project Manager	\$ ____
Professional Engineer	\$ ____
Senior Engineer	\$ ____
Junior Engineer	\$ ____
Senior Designer	\$ ____
Junior Designer	\$ ____
Surveyor	\$ ____
Two-Person Survey Crew	\$ ____
Draftsperson	\$ ____
Clerical Staff	\$ ____

All prices, costs, and conditions outlined above shall remain fixed to the first 3 years of the contract. Thereafter, prices can be increased by no more than the increase in the Midwest Consumer Price Index. Any such increases will be considered only if Dane County receives the request in writing no less than 60 days prior to the anniversary of the contract.



SECTION 00 73 11

FAIR LABOR PRACTICES CERTIFICATION

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

- A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has a submitted a 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](http://www.nlr.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.

END OF SECTION