

RFP NO. 319042



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

**REQUEST FOR PROPOSALS NO. 319042
ENGINEERING DESIGN SERVICES FOR A
VERTICAL LANDFILL EXPANSION
DANE COUNTY LANDFILL SITE NO. 2
7102 U.S. HIGHWAY 12 & 18
MADISON, WISCONSIN**

Due Date / Time: **TUESDAY, JANUARY 28, 2020 / 2:00 P.M.**

Location: **WASTE & RENEWABLES OFFICE**

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 Waste & Renewables

608/266-4018

John Welch, P.E.
Director

Joseph T. Parisi
County Executive

1919 Alliant Energy Center Way
Madison, Wisconsin 53713
Fax: 608/267-1533
www.countyofdane.com/pwht/public_works.aspx

DECEMBER 10, 2019

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 319042 to provide professional engineering design services for a proposed vertical landfill expansion at Dane County Landfill Site No. 2. The Proposals are due on or before **2:00 p.m., Tuesday, January 28, 2020**. No performance bond is required for this project.

SPECIAL INSTRUCTIONS

Please provide the entire proposal package in these formats: one (1) unbound original hard copy, three (3) bound hard copies and an electronic version on a USB flash drive or compact disk. Follow these instructions when submitting your proposal:

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. 319042

Engineering Design Services for a Vertical Landfill Expansion

January 28, 2020, 2:00 p.m.

5. Mail or deliver to:
Allison Rathsack, Project Manager
Dane County Department of Waste & Renewables
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 an email to Rathsack.Allison@countyofdane.com.

Sincerely,

Allison Rathsack

Project Manager

Enclosure: Request for Proposals No. 319042 Package

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LEGAL NOTICE

REQUEST FOR PROPOSALS (RFP)

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

2:00 P.M., TUESDAY, JANUARY 28, 2020

RFP NO. 319042

ENGINEERING DESIGN SERVICES FOR A

VERTICAL LANDFILL EXPANSION

DANE COUNTY LANDFILL SITE NO. 2

7102 U.S. HIGHWAY 12 & 18, MADISON, WI

Dane County is inviting Proposals for professional engineering design services for a proposed vertical landfill expansion. Includes all work associated with the Initial Site Inspection, Initial Site Report, Feasibility Report, and Plan of Operation. Only firms with capabilities, experience & expertise with similar projects should obtain this RFP document & submit Proposals.

RFP document may be obtained after **2:00 p.m. on December 10, 2019** by downloading it from 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.

An informational site tour will be held Thursday, January 9, 2020 at 10:00 a.m. at Dane County Landfill Site No. 2, starting at the Scale House. Interested firms are encouraged to attend this optional tour.

PUBLISH: DECEMBER 10 & 17, 2019 - WISCONSIN STATE JOURNAL

DECEMBER 10 & 17, 2019 - THE DAILY REPORTER



Department of Waste & Renewables

608/266-4018

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www.countyofdane.com/pwht/public_works.aspx

PROPOSAL SIGNATURE PAGE

PROPOSAL NO. 319042

**PROJECT: ENGINEERING DESIGN SERVICES FOR A VERTICAL LANDFILL EXPANSION
DANE COUNTY LANDFILL SITE NO. 2**

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 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?

REQUESTED SERVICES AND BUSINESS INFORMATION

1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional engineering design services for a proposed vertical expansion at Dane County Landfill Site No. 2. The proposed vertical expansion will be within the existing waste limits approved in 2014 (Figure 1). This Work will include completion of an Initial Site Inspection, Initial Site Report, Feasibility Report, and Plan of Operations for a proposed vertical expansion of Dane County Landfill Site No. 2. All Work shall be submitted to Wisconsin Department of Natural Resources (WDNR) on behalf of Dane County.
- B. History: Dane County landfill started operations in 1985 and has undergone two prior expansions. The first expansion was completed in 1995 and the second expansion was done in 2014. The proposed vertical expansion is within the limits of the 2014 expansion.
- C. Design Considerations: The design shall account for the structural stability of the landfill, organic stability plan, environmental concerns, and the stability of the existing waste and liner. The existing landfill gas blowers are expected to have enough capacity to handle all landfill gas from the vertical expansion without the need to add any additional blowers. Selected Proposer shall verify capacity of the system and all existing conditions.
- D. Relevant documents, outlined in Appendix A, are available at the Waste & Renewables Office located at:

1919 Alliant Energy Center Way
Madison, WI 53713

All Proposer's interested in reviewing the documents shall schedule a time with the Waste & Renewables Project Manager. These documents will not be allowed to leave the office during the proposal period and Dane County will not supply copies. The documents will be made available to the awarded Proposer for use in completion of the Work.

GIS data is available using DCiMap (<https://dcimapapps.countyofdane.com/dcmapviewer/>). Additional GIS information will be made available to the successful Proposer by Dane County Land Information Office if necessary for completion of Work.

- E. To be considered for this project, the Consultant must meet or exceed the following criteria:
1. Have at least one registered professional engineer & one registered professional geologist as lead responsible members of the firm or project team.
 2. Have been in business for a period of not less than five (5) years.
 3. Must have been responsible for the design and permitting of at least three (3) projects similar in scope and size of the Vertical Landfill Expansion project.
 4. Consideration may be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.

2. SCOPE OF WORK

A. Project deliverables and specific tasks are detailed in the *Dane County Contract*.

B. General Requirements

1. The work requirements are grouped into four phases, to be completed sequentially:
 - a) Phase 1: Completion of Initial Site Inspection (ISI) Request per NR 509.04.
 - b) Phase 2: Completion of Initial Site Report (ISR) per NR 509.
 - c) Phase 3: Completion of Feasibility Report (FR) and Plan Set per NR 512.
 - d) Phase 4: Completion of Plan of Operation Report (POO) and Plan Set per NR 514.
2. WDNR Completeness
 - a) If WDNR determines any Phase of the Work is incomplete, Proposer is solely responsible for preparing necessary documentation to satisfy WDNR completeness requirements. Dane County will not reimburse for Work required to address incompleteness.
3. WDNR Requested Additional Information
 - a) Proposer shall address additional requests for information from WDNR following each Phase. Work will be done on a Time and Materials basis.
 - b) For budgetary purposes, proposal pricing shall include an allowance for this work equal to 10% for each Phase of Work.
4. Base Fee
 - a) The Base Fees shall include all costs necessary to perform the work, including but not limited to, meetings, data gathering, design, processing, subcontractors, equipment and materials, reproducing and mailing submittals, and other work as outlined in each Phase.
5. Document Submittals
 - a) Submittals to WDNR shall comply with NR 500.05.
 - b) All hard copies submitted to Dane County shall be accompanied with electronic versions delivered on a USB flash drive or ShareFile. Electronic versions shall include Microsoft Word, PDF, and any other files (AutoCAD, Microsoft Excel, PowerPoint, etc.).
6. Meetings and Communications
 - a) Prepare monthly status reports including budget status (by major task), work completed in past month, work planned for next month, and problems or issues to be resolved.
 - b) Attend meetings described in each phase of the Work.
7. Provide schedule for completion of individual items under each phase of the Work.
8. Local Approval Assistance
 - a) Dane County will take the lead on all local approvals and negotiated agreements. Proposer will be required to provide assistance with document and report

preparation, as necessary. Work under this section will be done on a Time and Materials basis. This will also include assistance with the City of Madison zoning approvals.

- b) For budgetary purposes, proposal pricing shall include an allowance for this work equal to 15% for Phases 2 and 3.

- 9. Proposer shall furnish all labor, materials, equipment, and services necessary to complete the given reports and perform the necessary tests required for the completion of the reports and documentation.

10. Laboratory Certification

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

- 11. Selected Proposer shall be the Engineer of Record, shall stamp, and be responsible for all document and drawing submissions.

C. Phase 1 - Initial Site Inspection (ISI) Request

- 1. Includes completion of an Initial Site Inspection (ISI) request for submittal to WDNR. The purpose of the ISI request is to evaluate compliance with the applicable locational criteria and performance standards of ss. NR 504.04.

2. Required Meetings

- a) Kickoff Meeting: This meeting will be used to discuss roles and responsibilities, overall timeline, expectations, and additional permitting requirements (e.g. City of Madison, air permitting, etc.).

3. Submittals:

- a) Contents of ISI request shall follow NR 509.04(4).
- b) Draft ISI request shall be submitted to Dane County for review. Assume one week for each review iteration. Proposer to submit final ISI request to WDNR's field office, WDNR's Bureau of Waste Management, and Dane County personnel.
- c) Proposer shall prepare renderings from three (3) different viewpoints to assist with local approvals. Assume one (1) design iteration per viewpoint.

4. Timeline

- a) Per NR 509.04(3), WDNR will conduct an inspection within 22 business days of the ISI request. Within 22 business days after inspection, WDNR will give a preliminary opinion and identify any additional studies or information required to show compliance with applicable standards. Proposer will be required to attend the inspection and prepare any follow-up information required by WDNR.
- b) After WDNR has notified Dane County of preliminary opinion, the next Phase of Work may commence (Initial Site Report), subject to Dane County's approval. Proposer may continue to the next Phase of Work, prior to Dane County's approval, at Proposer's own risk.

5. Pricing

- a) Pricing for Phase 1 shall be a fixed fee for all Work related to ISI preparation and submittal (Base Fee). In the Base Fee, provide costs for each rendering viewpoint and iteration as a unit price.

D. Phase 2 - Initial Site Report (ISR)

1. Includes completion of an Initial Site Report (ISR) for submittal to WDNR. The ISR shall incorporate additional information requested by WDNR from the ISI.
2. Required Meetings
 - a) Kickoff Meeting
 - b) 25% meeting
 - c) 50% meeting
 - d) 90% meeting
 - e) Assume two WDNR meetings and one Public meeting during this Phase.
3. Submittals
 - a) Preliminary Design: Proposer shall supply Dane County with a preliminary design for the proposed vertical landfill expansion. Design shall include drawings and text outlining:
 - i. Basic design concepts,
 - ii. Total added waste capacity,
 - iii. Footprint
 - iv. Final grades, and
 - v. Stormwater and surface water design elements.
 - b) Initial Site Report: Proposer shall prepare draft ISR per NR 509 and submit to Dane County. Assume two weeks for each review iteration. Proposer to submit final ISR to WDNR's field office and Dane County personnel.
 - c) Proposer shall prepare renderings from three (3) different viewpoints to assist with local approvals. Assume one (1) design iteration per viewpoint.
4. Timeline
 - a) Per NR 509.05(1), WDNR will determine completeness within 30 days of ISR submittal.
 - b) If ISR is deemed complete, WDNR will notify Dane County if the proposed vertical expansion has potential, limited potential, or little to no potential and notify Dane County within 60 days after completeness determination.
 - c) After WDNR has notified Dane County of preliminary opinion, the next Phase of Work may commence (Feasibility Report), subject to Dane County's approval. Proposer may continue to the next Phase of Work, prior to Dane County's approval, at Proposer's own risk.
5. Pricing
 - a) Pricing for Phase 2 shall be a fixed fee for all Work related to ISR preparation and submittal (Base Fee). Provide unit pricing for WDNR meetings and Public meetings in the event more meetings are required than listed above. Also, provide costs for each rendering viewpoint and iteration as a unit price.
 - b) For budgetary purposes include 10% allowance of Base Fee for additional information requested by WDNR.

- c) For budgetary purposes include 15% allowance of Base Fee for local approval assistance.

E. Phase 3 - Feasibility Report (FR)

- 1. Includes completion of a Feasibility Report (FR) for submittal to WDNR. The FR shall incorporate additional information requested by WDNR from the ISR.

Dane County does not anticipate a geotechnical analysis, as described in NR 512.09 and NR 512.10, will be necessary given the quantity of existing geotechnical information available. Proposer shall be responsible for drafting an Alternative Geotechnical Investigation Program (AGIP) as described in NR 512.085, if necessary.

Dane County has an approved soil borrow site in the Town of Westport. Should the need arise for approval of an additional borrow source, Dane County will be responsible for that approval.

Proposer is responsible for requesting any applicable exemptions, if necessary, and shall be included in the Base Fee for Phase 3.

- 2. Required Meetings

- a) Kickoff Meeting
- b) 25% meeting
- c) 50% meeting
- d) 90% meeting
- e) Assume two WDNR meetings and one Public meeting during this Phase.

- 3. Submittals

- a) AGIP: Proposer shall compile existing information and evaluate for use in feasibility investigation and prepare per NR 512.085.
- b) Feasibility Report: Proposer shall prepare draft FR per NR 512 and submit to Dane County. Assume two weeks for each review iteration. Proposer to submit final FR to WDNR's field office and Dane County personnel. Please note, FR cannot be submitted until the Local Approval Application Prerequisite conditions are met (Wis. Stat. 289.23).
- c) Prepare and submit any applicable exemptions.
- d) Proposer shall prepare renderings from three (3) different viewpoints to assist with local approvals. Assume one (1) design iteration per viewpoint.

- 4. Timeline

- a) Per NR 512.06(3), WDNR will determine completeness within 60 days of FR submittal.
- b) If FR is deemed completed, WDNR will publish a Class I public notice and issue a preliminary determination if an environmental impact statement is required. Based on prior permitting at the site, Dane County does not anticipate an environmental impact statement being required.
- c) After WDNR final determination, the next Phase of Work may commence (Plan of Operations), subject to Dane County's approval. Proposer may continue to the next Phase of Work, prior to Dane County's approval, at Proposer's own risk.

Please note, the Plan of Operations (POO) and Plan Set can be submitted to WDNR any time after FR has been submitted.

5. Pricing

- a) Pricing for Phase 3 shall be a fixed fee for all Work related to FR preparation and submittal (Base Fee). Provide unit pricing for WDNR meetings and Public meetings in the event more meetings are required than listed above. Also, provide costs for each rendering viewpoint and iteration as a unit price.
- b) Provide unit pricing for any required WDNR air permitting.
- c) For budgetary purposes include 10% allowance of Base Fee for additional information requested by WDNR.
- d) For budgetary purposes include 15% allowance of Base Fee for local approval assistance.

F. Phase 4 - Plan of Operations (POO) and Plan Set

1. Includes completion of a Plan of Operations (POO) and Plan Set for submittal to WDNR.

2. Required Meetings

- a) Kickoff Meeting
- b) 25% meeting
- c) 50% meeting
- d) 90% meeting
- e) Assume two WDNR meetings and one Public meeting during this Phase.

3. Submittals

- a) Plan of Operations Report: Proposer shall prepare draft POO report per NR 514 and submit to Dane County. Dane County will return comments back within two weeks of report submittal. Proposer to submit final POO report and Plan Set, two weeks after Dane County returns comments, to WDNR's field office and Dane County personnel.
- b) Plan Set: Proposer shall prepare draft Plan Set per NR 514 and submit to Dane County. Dane County will return comments back within two weeks of submittal. Proposer to submit final POO report and Plan Set, two weeks after Dane County returns comments, to WDNR's field office and Dane County personnel.

4. Timeline

- a) Per NR 514.04(4), WDNR will determine completeness within 30 days of POO and Plan Set submittal. If submitted with the FR, WDNR will determine completeness within 30 days after FR is deemed complete.
- b) WDNR will give approval or disapproval within 90 days of submitting the POO and Plan Set. If POO and Plan Set are submitted simultaneously with the FR, WDNR will give approval or disapproval within 60 days after favorable final determination (whichever is later).

5. Pricing

- a) Pricing for Phase 4 shall be a fixed fee for all Work related to POO and Plan Set preparation and submittal (Base Bid). Provide unit pricing for WDNR meetings and Public meetings in the event more meetings are required than listed above.
- b) For budgetary purposes include 10% allowance of Base Bid for additional information requested by WDNR.

3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in nine (9) distinct sections or divisions:
1. Signature Page, Fair Labor Practices Certification and Proposer's cover letter.
 2. Description of firm's qualifications, related experience, organization and resources. This description must pay specific attention to the planning and design of similar facilities. Description must include:
 - a) Overview and history of firm.
 - b) Resumes describing the professional affiliations, educational and work experiences for each of the key staff (including sub-contractors) that would be assigned to this Work; these key staff shall retain project involvement and oversight throughout the course of the Work.
 - c) Identify what location from which your firm will provide services.
 3. List of at least three design and permitting projects completed by firm that are similar to the one being proposed. Listing shall include for each project:
 - a) Brief description of the project including services provided (ISI, ISR, FR, geotechnical analysis, etc.).
 - b) Detail the proposing company's specific role(s) in the project.
 - c) Project references (name of the organization, contact person or responsible official, address, telephone and fax numbers, e-mail address).
 - i. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references may be provided to the evaluation team and used in scoring the written proposals.
 - d) Description of project results.
 - e) Start and end dates of services.
 - f) 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 design techniques to be used in approaching the project. Close attention will be paid to the consultant firm's knowledge and understanding of:
 - a) Landfill design and screening options.
 - b) Landfill gas extraction systems.
 - c) State, federal, and local regulations, statues and codes related to landfill implementation and solid waste disposal.
 - d) WDNR approval process.
 - e) WDNR air permit process.
 - f) City of Madison zoning.
 - g) Local negotiated agreement process.
 5. List of staff that will be committed to the Work with their professional resumes and identify professional geologist, professional engineer, and project manager. Actual consultant project engineer / architect will be interviewed if firm is short-listed. Include listing of other consultants who may participate in this project and their area of expertise.
 6. Indicate staff availability and tentative timetable with project tasks for the Work, including all project phases.

7. List fees for services as outlined in each Phase of Work.
8. State clearly any limitations you wish to include in *Dane County Contract* and advise of any conditions that you may have.
9. Indicate individual staff availability and tentative timetable (in the form of a Gantt chart) for the project development and design phases, using a theoretical start date of April 1, 2020. Include listing of other consultants who will participate in this Work and their area of expertise.

4. EVALUATION CRITERIA

A. Proposing consultants will be evaluated on the following criteria:

Project Experience and References	30%
Pricing / Cost Proposal	30%
Schedule	20%
Project Personnel & Staff Availability	<u>20%</u>
Total	100%

Evaluation criteria determines which Firm(s) may appear before an interview panel.

5. PRICING

- A. Additional details about project phases, pricing & payments are detailed in the *Dane County Contract*.
- B. Pricing shall be submitted in the Proposals as outlined above.

6. SITE TOUR

- A. An informational site tour will be held on Thursday, January 9, 2020 at 10:00 a.m. at Dane County Landfill Site No. 2, starting at the Scale House. This cursory tour will go until approximately 11:00 a.m.. Proposing companies are encouraged to attend this optional tour.

7. OWNER’S RESPONSIBILITY

- A. Dane County will provide all available reports and documentation to selected A/E firm.

8. TIMETABLE

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

<u>DATE</u>	<u>EVENT</u>
December 10, 2019	RFP issued
January 9, 2020 - 10 a.m.	Site tour
January 17, 2020 - 5:00 p.m.	Written inquiries due
January 21, 2020	Latest addendum (if necessary)
January 28, 2020 - 2:00 p.m.	Proposals due

Week of February 3, 2020 (estimated)	Oral presentations / interviews for invited proposing companies
February 18, 2020 (estimated)	Notification of intent to award sent out
April 1, 2020 (estimated)	Start Date

9. 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 Allison Rathsack, Waste & Renewables Project Manager, 608/514-2319, 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., Tuesday, January 28, 2020.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Information submitted by consultants will be reviewed and candidates **may** be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach for the design of this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- G. The Contract is for all Phases of Work, as outlined. Completion of Phase 1 does not obligate Dane County to proceed with Proposer to later phases. Dane County may terminate this Agreement at completion of Phase 1. This also applies to the completion of remaining Phases. Adherence to the Schedule will be one component of Dane County’s decision in whether to continue with the Work or terminate the contract.
- H. 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.
- I. All costs of proposal development are to be borne by the Proposer. Dane County will not reimburse any Proposer for costs incurred in responding to this RFP or for the costs incurred during any subsequent negotiations.
- J. 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 and 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.

DANE COUNTY CONTRACT # _____



of Pages Including Schedules:

Expiration Date:

Authority: Res. # _____, 19-20

Department: Waste & Renewables

Maximum Cost:

Registered Agent:

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. REPORTS:

PROVIDER agrees to make such reports as are required in the attached Schedule C, 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 Schedule C 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:

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.

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. 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:

Joseph T. Parisi, Dane County Executive _____
Date Signed

Scott McDonell, Dane County Clerk _____
Date Signed

SCHEDULE A Scope of Services

1. Pursuant paragraph #1 of the attached AGREEMENT, the PROVIDER shall provide the following services:
 - a. General Requirements
 - i. The work requirements are grouped into four phases, to be completed sequentially:
 1. Phase 1: Completion of Initial Site Inspection (ISI) Request per NR 509.04.
 2. Phase 2: Completion of Initial Site Report (ISR) per NR 509.
 3. Phase 3: Completion of Feasibility Report (FR) and Plan Set per NR 512.
 4. Phase 4: Completion of Plan of Operation Report (POO) and Plan Set per NR 514.
 - ii. WDNR Completeness
 1. If WDNR determines any Phase of the Work is incomplete, PROVIDER is solely responsible for preparing necessary documentation to satisfy WDNR completeness requirements. Dane County will not reimburse for Work required to address incompleteness.
 - iii. WDNR Requested Additional Information
 1. PROVIDER shall address additional requests for information from WDNR following each Phase. Work will be done on a Time and Materials basis.
 - iv. Base Fee
 1. The Base Fees shall include all costs necessary to perform the work, including but not limited to, meetings, data gathering, design, processing, subcontractors, equipment and materials, reproducing and mailing submittals, and other work as outlined in each Phase.
 - v. Document Submittals
 1. Submittals to WDNR shall comply with NR 500.05.
 2. All hard copies submitted to Dane County shall be accompanied with electronic versions delivered on a USB flash drive or ShareFile. Electronic versions shall include Microsoft Word, PDF, and any other files (AutoCAD, Microsoft Excel, PowerPoint, etc.).
 - vi. Meetings and Communications
 1. Prepare monthly status reports including budget status (by major task), work completed in past month, work planned for next month, and problems or issues to be resolved.
 2. Attend meetings described in each phase of the Work.
 - vii. Provide schedule for completion of individual items under each phase of the Work.
 - viii. Local Approval Assistance
 1. Dane County will take the lead on all local approvals and negotiated agreements. PROVIDER will be required to

provide assistance with document and report preparation, as necessary. Work under this section will be done on a Time and Materials basis. This will also include assistance with the City of Madison zoning approvals.

- ix. PROVIDER shall furnish all labor, materials, equipment, and services necessary to complete the given reports and perform the necessary tests required for the completion of the reports and documentation.
 - x. Laboratory Certification
 - 1. Contractor shall be aware that the WDNR requires that all water quality tests specified in this RFP be conducted by a certified laboratory as defined in ss. 144.95(1)(b) Wisc. Stats.
 - xi. Selected PROVIDER shall be the Engineer of Record, shall stamp, and be responsible for all document and drawing submissions.
- b. Phase 1. Initial Site Inspection Request
- i. Includes completion of an Initial Site Inspection (ISI) request for submittal to WDNR. The purpose of the ISI request is to evaluate compliance with the applicable locational criteria and performance standards of ss. NR 504.04.
 - ii. Required Meetings
 - 1. Kickoff Meeting: This meeting will be used to discuss roles and responsibilities, overall timeline, expectations, and additional permitting requirements (e.g. City of Madison, air permitting, etc.).
 - iii. Submittals:
 - 1. Contents of ISI request shall follow NR 509.04(4).
 - 2. Draft ISI request shall be submitted to Dane County for review. Assume one week for each review iteration. PROVIDER to submit final ISI request to WDNR's field office, WDNR's Bureau of Waste Management, and Dane County personnel.
 - 3. PROVIDER shall prepare renderings from three (3) different viewpoints to assist with local approvals. Assume one (1) design iteration per viewpoint.
 - iv. Timeline
 - 1. Per NR 509.04(3), WDNR will conduct an inspection within 22 business days of the ISI request. Within 22 business days after inspection, WDNR will give a preliminary opinion and identify any additional studies or information required to show compliance with applicable standards. PROVIDER will be required to attend the inspection and prepare any follow-up information required by WDNR.
 - 2. After WNDNR has notified Dane County of preliminary opinion, the next Phase of Work may commence (Initial Site Report), subject to Dane County's approval. PROVIDER may continue to the next Phase of Work, prior to Dane County's approval, at PROVIDER's own risk.

c. Phase 2. Initial Site Report

- i. Includes completion of an Initial Site Report (ISR) for submittal to WDNR. The ISR shall incorporate additional information requested by WDNR from the ISI.
- ii. Required Meetings
 1. Kickoff Meeting
 2. 25% meeting
 3. 50% meeting
 4. 90% meeting
 5. Assume two WDNR meetings and one Public meeting during this Phase.
- iii. Submittals
 1. Preliminary Design: PROVIDER shall supply Dane County with a preliminary design for the proposed vertical landfill expansion. Design shall include drawings and text outlining:
 - a) Basic design concepts,
 - b) Total added waste capacity,
 - c) Footprint
 - d) Final grades, and
 - e) Stormwater and surface water design elements.
 2. Initial Site Report: PROVIDER shall prepare draft ISR per NR 509 and submit to Dane County. Assume two weeks for each review iteration. PROVIDER to submit final ISR to WDNR's field office and Dane County personnel.
 3. PROVIDER shall prepare renderings from three (3) different viewpoints to assist with local approvals. Assume one (1) design iteration per viewpoint.
- iv. Timeline
 1. Per NR 509.05(1), WDNR will determine completeness within 30 days of ISR submittal.
 2. If ISR is deemed complete, WDNR will notify Dane County if the proposed vertical expansion has potential, limited potential, or little to no potential and notify Dane County within 60 days after completeness determination.
 3. After WDNR has notified Dane County of preliminary opinion, the next Phase of Work may commence (Feasibility Report), subject to Dane County's approval. PROVIDER may continue to the next Phase of Work, prior to Dane County's approval, at PROVIDER's own risk.

d. Phase 3. Feasibility Report

- i. Includes completion of a Feasibility Report (FR) for submittal to WDNR. The FR shall incorporate additional information requested by WDNR from the ISR.
- ii. Dane County does not anticipate a geotechnical analysis, as described in NR 512.09 and NR 512.10, will be necessary given the quantity of existing geotechnical information available. PROVIDER shall be responsible for drafting an Alternative Geotechnical Investigation Program (AGIP) as described in NR 512.085, if necessary.

- iii. Dane County has an approved soil borrow site in the Town of Westport. Should the need arise for approval of an additional borrow source, Dane County will be responsible for that approval.
- iv. PROVIDER is responsible for requesting any applicable exemptions, if necessary, and shall be included in the Base Fee for Phase 3.
- v. Required Meetings
 1. Kickoff Meeting
 2. 25% meeting
 3. 50% meeting
 4. 90% meeting
 5. Assume two WDNR meetings and one Public meeting during this Phase.
- vi. Submittals
 1. AGIP: PROVIDER shall compile existing information and evaluate for use in feasibility investigation and prepare per NR 512.085.
 2. Feasibility Report: PROVIDER shall prepare draft FR per NR 512 and submit to Dane County. Assume two weeks for each review iteration. PROVIDER to submit final FR to WDNR's field office and Dane County personnel. Please note, FR cannot be submitted until the Local Approval Application Prerequisite conditions are met (Wis. Stat. 289.23).
 3. Prepare and submit any applicable exemptions.
 4. PROVIDER shall prepare renderings from three (3) different viewpoints to assist with local approvals. Assume one (1) design iteration per viewpoint.
- vii. Timeline
 1. Per NR 512.06(3), WDNR will determine completeness within 60 days of FR submittal.
 2. If FR is deemed completed, WDNR will publish a Class I public notice and issue a preliminary determination if an environmental impact statement is required. Based on prior permitting at the site, Dane County does not anticipate an environmental impact statement being required.
 3. After WDNR final determination, the next Phase of Work may commence (Plan of Operations), subject to Dane County's approval. PROVIDER may continue to the next Phase of Work, prior to Dane County's approval, at PROVIDER's own risk.

Please note, the Plan of Operations (POO) and Plan Set can be submitted to WDNR any time after FR has been submitted.

- e. Phase 4. Plan of Operations
 - i. Includes completion of a Plan of Operations (POO) and Plan Set for submittal to WDNR.

- ii. Required Meetings
 - 1. Kickoff Meeting
 - 2. 25% meeting
 - 3. 50% meeting
 - 4. 90% meeting
 - 5. Assume two WDNR meetings and one Public meeting during this Phase.
 - iii. Submittals
 - 1. Plan of Operations Report: PROVIDER shall prepare draft POO report per NR 514 and submit to Dane County. Dane County will return comments back within two weeks of report submittal. PROVIDER to submit final POO report and Plan Set, two weeks after Dane County returns comments, to WDNR's field office and Dane County personnel.
 - 2. Plan Set: PROVIDER shall prepare draft Plan Set per NR 514 and submit to Dane County. Dane County will return comments back within two weeks of submittal. PROVIDER to submit final POO report and Plan Set, two weeks after Dane County returns comments, to WDNR's field office and Dane County personnel.
 - iv. Timeline
 - 1. Per NR 514.04(4), WDNR will determine completeness within 30 days of POO and Plan Set submittal. If submitted with the FR, WDNR will determine completeness within 30 days after FR is deemed complete.
 - 2. WDNR will give approval or disapproval within 90 days of submitting the POO and Plan Set. If POO and Plan Set are submitted simultaneously with the FR, WDNR will give approval or disapproval within 60 days after favorable final determination (whichever is later).
- 2. In accomplishing the objectives of I. above, the PROVIDER is to adhere to the concepts and provisions of its proposal dated [date].
 - 3. COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER'S obligations hereunder.

SCHEDULE B

Pricing Structure and Payment

1. Fixed Fees

PROVIDER shall be paid on the basis of work completed, when completed at the following rates:

a. For the completion of Schedule "A" para I.b., titled the Initial Site Inspection, the Base Fee of \$[REDACTED]. Payments shall be made at completion of each milestone as outlined below:

- i. Acceptance by COUNTY of draft ISI: []%
- ii. Acceptance by COUNTY of final ISI: []%

b. For the completion of Schedule "A", para I.c., titled Initial Site Report, the Base Fee of \$[REDACTED]. Payments shall be made at completion of each milestone as outlined below:

- i. Acceptance by COUNTY of draft ISR: []%
- ii. Acceptance by COUNTY of final ISR: []%

c. For the completion of Schedule "A", para I.d., titled Feasibility Report, the Base Fee of \$[REDACTED]. Payments shall be made at completion of each milestone as outlined below:

- i. Acceptance by COUNTY of draft FR: []%
- ii. Acceptance by COUNTY of final FR: []%

d. For the completion of Schedule "A", para I.e., titled Plan of Operations and Plan Set, the Base Fee of \$[REDACTED]. Payments shall be made at completion of each milestone as outlined below:

- iii. Acceptance by COUNTY of draft POO: []%
- iv. Acceptance by COUNTY of final POO: []%

2. Allowances

PROVIDER shall be paid allowances on the basis of work completed and are included in the total Contract amount, capped at a maximum of \$[REDACTED], as outlined below:

- a. For the completion of Schedule "A", para I.c., titled Initial Site Report, the sum of \$[REDACTED].
- b. For the completion of Schedule "A", para I.d., titled Feasibility Report, the sum of \$[REDACTED].
- c. For the completion of Schedule "A", para I.e., titled Plan of Operations and Plan Set, the sum of \$[REDACTED].

Allowances are to assist COUNTY with local approvals, negotiated agreements, and address any additional information requested from WDNR. Expenses

incurred as part of allowances shall be billed directly to COUNTY on a time and materials based on the attached rate schedule, the total of which cannot exceed the allowance cap.

3. Invoices shall be submitted to Allison Rathsack, Dane County Department of Waste & Renewables, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713.
4. 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.

SAMPLE

SCHEDULE C Reports

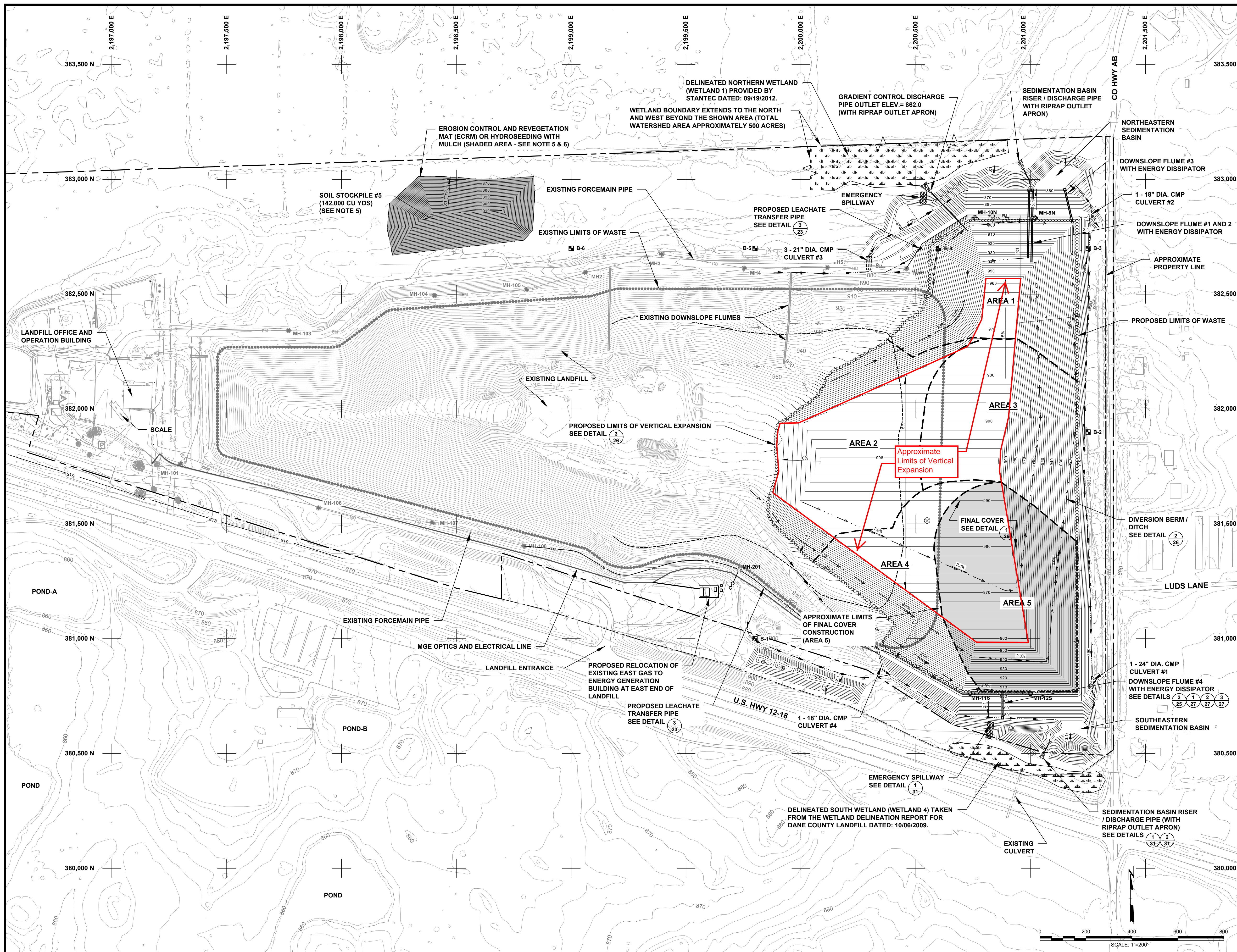
1. Monthly Status Reports

For the entire term of the Contract, PROVIDER shall prepare monthly status reports to COUNTY satisfaction, including, but not limited to, a detailed summary of the Project's budget status by major task, a comprehensive description of all work completed in the preceding month, a description of the work planned for next month, notice of any delays in schedule, and notice of problems or issues to be resolved.

2. Document Submittals

Provide all reports and documents as described in Schedule A. Below outlines quantity of submittals:

- a. Submit required draft submittals to COUNTY in the following format(s):
 - i. Three (3) regular bound copies draft,
 - ii. Electronic copy of draft in Word via flash drive or ShareFile,
 - iii. Electronic copy of any other files (i.e. AutoCAD, Excel, PowerPoint, etc.) via flash drive or ShareFile, and
 - iv. Electronic copy of draft in Adobe PDF via flash drive or ShareFile.
- b. Submit required final submittals to COUNTY in the following format(s):
 - i. Original unbound copy,
 - ii. Eight (8) additional regular bound copies,
 - iii. Electronic copy of in Word via flash drive or ShareFile,
 - iv. Electronic copy of any other files (i.e. AutoCAD, Excel, PowerPoint, etc.) via flash drive or ShareFile, and
 - v. Electronic copy in Adobe PDF via flash drive or ShareFile.
- c. Submit required final submittals to WDNR in the following format(s):
 - i. One (1) regular bound copy, unless more are required per statute.



LEGEND

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

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

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

Construction Materials (See Note 1)

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

Gas Collection System

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

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

NOT FOR CONSTRUCTION

3.				
2.				
1.				

NO.	BY	DATE	REVISION	APPD.

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

SHEET TITLE: **FINAL GRADES**

DRAWN BY: RNOLDEN	SCALE: AS SHOWN	PROJ. NO: 194528.0003.0000
CHECKED BY: DM	DATE PRINTED: MARCH 2014	FILE NO: 194528.SHT13-FG.dwg
APPROVED BY: JCO		SHEET 13 OF 33
DATE: MARCH 2014		

CTRC

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

APPENDIX A - INFORMATION AVAILABLE TO PROPOSERS

The following documents are available for review at the Waste & Renewables Office (1919 Alliant Energy Center Way, Madison, WI 53713):

1. Air Pollution Control Operation Permit for Dane County Landfill Site No. 2 Rodefled, June 2019.
2. Construction Documentation for Phase 9, Cell 2 Liner Construction at Dane County Landfill Site No. 2, September 2018.
3. Construction Documentation for Phase 10, Cell 2 Liner Construction at Dane County Landfill Site No. 2, September 2017.
4. Construction Documentation for Phase 10, Cell 1 Liner Construction at Dane County Landfill Site No. 2, November 2015.
5. Construction Documentation for Phase 9, Cell 1 Liner Construction at Dane County Landfill Site No. 2, December 2014.
6. Eastern Expansion Plan of Operation prepared for Dane County Landfill Expansion Rodefled No. 2, March 2014.
7. Eastern Expansion Feasibility Report prepared for Dane County Landfill Expansion Rodefled No. 2, May 2013.
8. Eastern Expansion Initial Site Report prepared for Dane County Landfill Expansion Rodefled No. 2, November 2012.
9. Initial Site Inspection Response for Proposed Eastern Expansion to the Dane County Rodefled Landfill, July 2012.
10. Initial Site Inspection Request for Proposed Eastern Expansion to the Dane County Rodefled Landfill, May 2012.
11. Plan of Operation prepared for Dane County Landfill Expansion Rodefled No. 2, November 1993.
12. Feasibility Report prepared for Dane County Landfill Expansion Rodefled No. 2, October 1992.
13. Initial Site Report prepared for Dane County Landfill Expansion Rodefled No. 2, August 1991.
14. Soil borrow site map, boring data, and associated permits.
15. Partial Site Wetland Delineation Report, October 2009.

All Proposer's interested in reviewing the documents shall schedule a time with the Waste & Renewables Project Manager. These documents will not be allowed to leave the office during the proposal period and Dane County will not supply copies. The documents will be made available to the awarded Proposer for use in completion of the Work.