

RFP NO. 321042



**DANE COUNTY DEPARTMENT OF
WASTE & RENEWABLES**

1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713

**REQUEST FOR PROPOSALS NO. 321042
INITIAL GREENFIELD PERMITTING
YAHARA HILLS SITE
6701 US HIGHWAY 12 & 18
MADISON, WISCONSIN**

ISSUED FOR PROPOSALS: NOVEMBER 16, 2021

Due Date / Time: **TUESDAY, JANUARY 11, 2022 / 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

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/>

November 16, 2021

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 321042 for Initial Greenfield Permitting of proposed waste management facilities at the Yahara Hills Site. The Proposals are due on or before **2:00 p.m., Tuesday, January 11, 2022**. No performance bond is required for this project.

SPECIAL INSTRUCTIONS

Please provide the entire proposal package in these formats: four (4) bound hard copies and an electronic version on a USB flash drive. 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. 321042
Initial Greenfield Permitting
Tuesday, January 11, 2022, 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

Use the drop box just inside our Office if you choose to hand deliver. If any additional information about this Request for Proposals is needed, please call Allison Rathsack at 608/514-2319 or send email to Rathsack.Allison@countyofdane.com.

Sincerely,

Allison Rathsack

Project Manager

Enclosure: Request for Proposals No. 321042 Package

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END OF SECTION

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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, JANUARY 11, 2022

RFP NO. 321042

INITIAL GREENFIELD PERMITTING

YAHARA HILLS SITE

6701 US HIGHWAY 12 & 18

MADISON, WI

Dane County is inviting Proposals for professional engineering design services for Initial Greenfield Permitting of proposed waste management facilities at the Yahara Hills Site. 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., November 16, 2021** from bids-pwht.countyofdane.com. Call Allison Rath sack, Project Manager, 608/514-2319, or our office, 608/266-4018, with any questions.

Informational site tour will be Thursday, December 9, 2021 at 10:00 a.m. at the Yahara Hills Site, starting in the Golf Course Club House Parking Lot. Interested firms are strongly encouraged to attend this optional tour.

PUBLISH: NOVEMBER 16 & 23, 2021 - WISCONSIN STATE JOURNAL
NOVEMBER 17 & 24, 2021 - THE DAILY REPORTER

SECTION 00 24 16

SCOPES OF PROPOSALS

1. GENERAL INFORMATION

- A. Purpose: Dane County is inviting proposals for professional engineering design services for Initial Greenfield Permitting of proposed waste management facilities. The proposed Greenfield is anticipated to fall within the footprint of the Yahara Hills Site with enough waste capacity to serve the community for a minimum of 15 years (Figure 1). The Yahara Hills Site will also house a Sustainability Campus to divert waste and create local circular economies in addition to a composting facility. The Sustainability Campus is anticipated to have an approximate footprint of 25 acres and the compost facility is anticipated to have an approximate footprint of 15 acres (Figure 1). Dane County is in active discussions with the City of Madison to purchase approximately 150 to 200 acres of land from the eastern portion of the Yahara Hills Site.

This Scope of Proposals will include completion of the Initial Site Inspection, Initial Site Investigations, Initial Site Report, Pre-Feasibility Report, and Compost Site Development Assistance of the Yahara Hills Site. All Work shall be submitted to Wisconsin Department of Natural Resources (WDNR) on behalf of Dane County.

- B. Background: Dane County Landfill Site No. 2 (Rodefeld) has accepted the majority of Dane County's municipal solid waste (MSW) since 1985. With the anticipated approval of the proposed vertical expansion by late 2022, Rodefeld Landfill's site life would be extended to approximately 2030. Beyond 2030, Rodefeld Landfill would be at capacity and could no longer accept MSW.

In order to address the need for a local, environmentally responsible way of managing waste within the community, Dane County is looking to permit a Greenfield landfill and composting facility on a portion of the Yahara Hills Site. Originally, the Yahara Hills Site was farmland but was constructed into a golf course and began operations in 1968. In 2020, the City of Madison's Task Force on Municipal Golf recommended closing 18 of the 36 holes at Yahara Hills.

- C. 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 completion of at least three (3) projects similar in scope and size of the proposed Greenfield Site.
 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 *Draft Dane County Contract*.

B. General Requirements

1. The work requirements are grouped into five phases:
 - a. Phase 1: Completion of Initial Site Inspection (ISI) Request per NR 509.04.
 - b. Phase 2: Initial Site Investigations.
 - c. Phase 3: Completion of Initial Site Report (ISR) per NR 509.
 - d. Phase 4: Completion of Pre-Feasibility Report per NR 510.
 - e. Phase 5: Compost Site Development Assistance per NR 502.
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.
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. In addition to a PDF file(s), electronic versions shall include the original file format such as Microsoft Word, AutoCAD, Microsoft Excel, PowerPoint, etc.
 - c. Dane County, or other Consultants, may use documents submitted for each Phase of Work in the future for continued permitting assistance with WDNR and/or Local Approvals.
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.
 - 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 and 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.

7. Provide schedule for completion of individual items under each phase of the Work.
8. 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.
9. 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.
10. 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.

Initial site inspection request is expected to include the initial Greenfield footprint shown in Figure 1.

2. Required Meetings
 - a. Kickoff Meeting
 - b. Initial Site Inspection with WDNR
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.
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. Dane County requires the inspection with WDNR to be completed on or before April 15, 2022.
5. Pricing
 - a. Pricing for Phase 1 shall be a fixed fee for all Work related to ISI preparation and submittal (Base Fee).

D. Phase 2 – Initial Site Investigations

1. Includes completion of the followings tasks, to aid in the preparation of the Initial Site Inspection Request, Initial Site Report, and Pre-Feasibility Report:
 - a. Stage 1 (Wetland Delineation): A Wetland Delineation was conducted for Parcel # 251/0710-254-0099-7 of the Yahara Hills Site on November 9, 2021. The Wetland Delineation for this parcel will be made available to the awarded Consultant. Proposer will be responsible for conducting the remainder of the Wetland Delineation work, using an assured WDNR delineator, for the maximum Greenfield footprint.
 - b. Stage 2 (Archeological, Scientific, and Historical (ASH) Evaluation): A preliminary ASH evaluation was conducted for the Yahara Hills Site. The evaluation will be made available to the awarded Consultant. Proposer will be responsible for conducting necessary field investigations, using a qualified archeologist, for the maximum Greenfield footprint.
 - c. Stage 3 (Endangered Resources (ER) Review): Dane County has done an ER Preliminary Assessment through WDNR’s NHI Public Portal for the maximum Greenfield footprint at the Yahara Hills Site. It appears that a portion of the Greenfield may be located within a potential zone for the Rusty Patched Bumble Bee. Proposer will be responsible for conducting necessary field investigations, using either a certified ER reviewer or applying for an Endangered Resources Review Request through WDNR, for the maximum Greenfield footprint.
 - d. Stage 4 (Preliminary Geotechnical Investigation): Dane County has boring data from the WisDOT AB interchange project, private well data within or around the Yahara Hills Site, along with well construction logs through DNR’s Well Construction Information System. Proposer shall review all available boring data, create a preliminary geotechnical investigation plan which identifies number and locations of proposed drilling (minimum four (4) borings and minimum four (4) water observation wells), and create a preliminary geologic cross-section and water table map. Costs for drilling, professional geologist (P.G.) oversight, sampling and analysis of soil will be done as a Contract Amendment once accurate driller cost estimates have been obtained. Additional sampling and analysis may be required to determine if on-site clay may be quantified and used for liner construction.
 - e. Stage 5 (Preliminary Stormwater Considerations): Wisconsin Department of Transportation (WisDOT) is proposing to construct a stormwater basin, as shown in Figure 2. Please note, these are the 90% design drawings and may be subject to change upon subsequent revisions. Proposer will be responsible for preparing an evaluation of the existing stormwater needs at the Yahara Hills Site (including existing drainage patterns), reviewing design details and sizing of the proposed stormwater pond, evaluating how the proposed Greenfield may impact stormwater pond sizing and design consistent with WDNR waste and stormwater regulations, City of Madison stormwater regulations, and Dane County stormwater regulations.

To assist with the initial site investigations, GIS data is available using DCiMap (<https://dcimapapps.countyofdane.com/dcmapviewer/>). Additional GIS information can be made available to the successful Proposer by Dane County Land Information Office if necessary for completion of Phase 1 or subsequent Phases.

2. Required Meetings

- a. Kickoff Meeting: This meeting will be used to discuss roles and responsibilities, overall timeline, and expectations.

3. Submittals

- a. Complete a Wetland Delineation, for the remainder of the maximum Greenfield footprint, from an assured WDNR delineator, consistent with NR 352.
- b. Complete an ASH Review by a qualified archeologist, consistent with Wis. Stats. Chapter 44, Subchapter II (Historic Preservation Program).
- c. Complete an ER Review using either a certified ER reviewer or apply for an Endangered Resources Review Request (WDNR Form 1700-047), consistent with NR 29.
- d. Complete the Preliminary Geotechnical Investigation for the maximum Greenfield footprint and compile data into a single report. The drawings associated with the report shall also be submitted in AutoCAD format.

4. Timeline

- a. Proposer shall complete this Work, consistent with Dane County's Temporary Land Use Permit with the City of Madison (Attachment A). Revisions may be made to the Temporary Land Use Permit, dependent on approval from City of Madison. All invasive work must be completed by March 31, 2022 as the golf season is anticipated to start for the 2022 season on April 1, 2022.
- b. Dane County will be responsible for coordination of site work between Proposer and City of Madison.

5. Pricing

- a. Pricing for Phase 2 shall be a fixed fee, broken out for each Stage of Work, for all Work related to Initial Site Investigations (Base Fee).
- b. Drilling, P.G. oversight, sampling and analysis costs associated with the Preliminary Geotechnical Investigation will be done under a separate fee as a Contract Amendment.

E. Phase 3 - 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. 75% meeting
- c. Assume three WDNR meetings and two Public meetings during this Phase.

3. Submittals

- a. Contents of ISR shall follow NR 509.
- b. Draft ISR shall be submitted to Dane County for review. Assume two weeks for each review iteration. Proposer to submit final ISR to WDNR's field office and Dane County personnel.

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 Greenfield has potential, limited potential, or little to no potential and notify Dane County within 60 days after completeness determination.

5. Pricing

- a. Pricing for Phase 3 shall be a fixed fee for all Work related to ISR preparation and submittal (Base Fee).
- b. Provide unit pricing for WDNR meetings and Public meetings in the event more meetings are required than listed above.
- c. For budgetary purposes include 20% allowance of Base Fee for responding to additional information requested by WDNR.

F. Phase 4 – Pre-Feasibility Report

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

The purpose of the PFR is to either obtain a revised opinion from WDNR or the advisability of spending additional time and funds to prepare a feasibility report.

2. Required Meetings

- a. Kickoff Meeting
- b. 75% meeting
- c. Assume two WDNR meetings and one Public meeting during this Phase.

3. Submittals

- a. Contents of PFR shall follow NR 510.
- b. Draft PFR shall be submitted to Dane County for review. Assume two weeks for each review iteration. Proposer to submit final PFR to WDNR's field office and Dane County personnel.
- c. Preliminary Design: Proposer shall supply Dane County with a preliminary design for Phase 1 of the proposed Greenfield. All drawings shall be provided to Dane County in PDF and AutoCAD format. Design shall include drawings and text outlining:
 - i. Basic design concepts,
 - ii. Maximum Greenfield footprint and initial Greenfield footprint,
 - iii. Existing Conditions as outlined in NR 512.11(1) and NR512.14(2)(a),
 - iv. Proposed subbase, base, and final grades,
 - v. Phasing plan for development and closure,
 - vi. Methods of stormwater control and visual screening, and
 - vii. Total waste capacity.

4. Timeline

- a. Per NR 510.04(3), WDNR will revise or confirm the opinion issued with the ISR within 60 days of PFR submittal.

5. Pricing

- a. Pricing for Phase 4 shall be a fixed fee for all Work related to PFR preparation and submittal (Base Fee).
- b. Pricing for Preliminary Design in Phase 4 shall be a fixed fee for all Work (Alternate Fee).
- c. Provide unit pricing for WDNR meetings and Public meetings in the event more meetings are required than listed above.
- d. For budgetary purposes include 20% allowance of Base Fee for responding to additional information requested by WDNR.

G. Phase 5 - Compost Site Development Assistance

Phase 5 Work may be done under a separate contract depending on what Dane County deems most advantageous.

1. Dane County anticipates composting both yard waste and source-separated compostable material as applicable under NR 502.12(6) and NR 502.12(7), respectively. Compost Development Assistance will occur in the following stages:
 - a. Stage 1: Work will include completion of an 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 502.04.
 - b. Stage 2: Work will include the design development of a composting facility to meet the design and operational standards, as applicable in NR 502.12(10) and NR 502.12(11). Dane County will provide awarded Consultant anticipated quantities based on a preliminary evaluation. Stage 2 will also include a market evaluation for sale of finished compost and mulch material.
 - c. Stage 3: Work will include the preparation and submittal of the Plan of Operation (POO) Report to WDNR, as required by NR 502.12(13).
 - d. Stage 4: Work will include a comprehensive Compliance Schedule to meet record keeping, discharge inspection, and reporting requirements as required by NR 502.12(15). Template documents in either Excel or fillable PDF format shall also be provided to Dane County to comply with the aforementioned requirements.
2. Required Meetings
 - a. Kickoff Meeting
 - b. Initial Site Inspection with WDNR
 - c. Progress meetings between Stages
 - d. Assume three WDNR meetings and two Public meetings during this Phase.
3. Submittals
 - a. Stage 1: Contents of ISI request shall follow NR 502.04(2). 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 solid waste management section in Madison, and Dane County personnel.
 - b. Stage 2: Contents of design development shall comply with NR 502.12(10) and NR 502.12(11). Draft design shall be submitted to Dane County for review. Assume one week for each review iteration. Final design shall be incorporated into the POO submittal.

- c. Stage 3: Contents of the POO shall follow NR 502.12(13). Draft PS shall be submitted to Dane County for review. Assume two weeks for each review iteration. Proposer to submit final POO to WDNR's field office, WDNR's solid waste management section in Madison, and Dane County personnel.
- d. Stage 4: Contents of the Compliance Schedule and associated template documents shall follow NR 502.12(15). Draft Compliance Schedule and template documents shall be submitted to Dane County for review. Assume one week for each review iteration.

4. Timeline

- a. Per NR 502.04(2)(d), 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. Work will be considered complete upon issuance of an operating license by WDNR.

5. Pricing

- a. Pricing for Phase 5 shall be a fixed fee, broken out for each Stage of Work, related to Compost Development Assistance (Base Fee).
- b. For budgetary purposes include 20% allowance of Base Fee for responding to additional information requested by WDNR.
- c. Provide unit pricing for WDNR meetings and Public meetings in the event more meetings are required than listed above.

3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in eight (8) 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 (initial site investigations, ISI, ISR, and PFR, 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) State, federal, and local regulations, statues and codes related to solid waste disposal development, construction, and operation.
 - b) Landfill and composting setback and performance requirements in Wisconsin.
 - c) Landfill and composting engineering and design.
 - d) WDNR approval process.
 - e) City of Madison and Dane County stormwater permitting requirements.
- 5. List of staff that will be committed to the Work with their professional resumes and identify professional geologist, professional engineer, and project manager. Proposer shall also include a list of additional consultants who may participate in this project and their area of expertise along with professional resumes. Additional consultants may be interviewed if proposing firm is short-listed.
- 6. Indicate individual staff availability and tentative timeline (in the form of a Gantt chart) for all phases of the Work, using a theoretical start date of February 28, 2022. Include additional consultants who will participate in this Work. **Timeline will be used to evaluate “Work Plan and Timeline” under Section 4 (Evaluation Criteria). Proposers are encouraged to reasonably condense timelines.**
- 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.

4. EVALUATION CRITERIA

A. Proposing consultants will be evaluated on this criteria:

Project Experience & References	30%
Work Plan and Timeline	30%
Pricing / Cost Proposal	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 *Draft Dane County Contract*.

- B. Pricing shall be submitted in the Proposal as outlined in each Phase of Work and a Rate Schedule shall be attached outlining hourly rate and other expenses.

6. SITE TOUR

- A. A proposing company site tour will be held on Thursday, December 9, 2021 at 10:00 a.m. at the Yahara Hills Site, starting in the Golf Course Club House Parking Lot. This cursory tour will go until approximately 12:00 p.m. Proposing companies are strongly encouraged to attend this optional tour.
- B. Safe distancing & face masks are required for all tour attendees.

7. OWNER’S RESPONSIBILITY

- A. Dane County will provide all available reports and documentation to awarded 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>
November 16, 2021	RFP issued
December 9, 2021 @ 10 a.m.	Site tour
December 21, 2021 - 2:00 p.m.	Written inquiries due
January 4, 2022	Latest addendum (if necessary)
January 11, 2022 - 2:00 p.m.	Proposals due
January 20, 2022 (estimated)	Interviews for invited proposing companies
February 1, 2022 (estimated)	Notification of intent to award sent out
February 28, 2022 (estimated)	Contract Start Date
April 15, 2022	Complete WDNR NR 509 Initial Site Inspection

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 Rathack, Waste & Renewables Project Manager, 608/514-2319, Rathack.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 11, 2022.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. 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.

- G. 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.
- 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.

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. 321042

**PROJECT: INITIAL GREENFIELD PERMITTING
YAHARA HILLS SITE**

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?

DANE COUNTY CONTRACT # _____

Revised 06/2021



Department: Waste & Renewables

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, WI 51713, desires to purchase services from PROVIDER for the purpose of Initial Greenfield Permitting of proposed waste management facilities at the Yahara Hills Site; 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 of 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

NAME
TITLE

Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

Scope of Services

1. Pursuant paragraph #1 of the attached AGREEMENT, the PROVIDER shall provide the following services:
 - a. Scope of services are outlined in RFP 321042 issued on November 16, 2021,
 - b. Subsequent addendum dated Date, 2021, and
 - c. PROVIDER's proposal dated Date, 2022.

Any discrepancies between aforementioned items, COUNTY provided material shall supersede.

2. 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. Base Fees

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

a. For the completion of Phase 1, titled Initial Site Inspection (ISI) Request, the Base Fee of \$XXXXX. Payments shall be made at completion of each milestone as outlined below:

- i. Acceptance by COUNTY of draft ISI Request: XX%
- ii. Acceptance by COUNTY of final ISI Request: 100%

b. For the completion of Phase 2, titled Initial Site Investigations, the Base Fee of \$XXXXX. Payments shall be made at completion of each milestone as outlined below:

- i. Completion of Stage 1: \$XXXXX
- ii. Completion of Stage 2: \$XXXXX
- iii. Completion of Stage 3: \$XXXXX
- iv. Completion of Stage 4: \$XXXXX
- v. Completion of Stage 5: \$XXXXX

c. For the completion of Phase 3, titled Initial Site Report (ISR), the Base Fee of \$XXXXX. Payments shall be made at completion of each milestone as outlined below:

- i. Acceptance by COUNTY of draft ISR: XX%
- ii. Acceptance by COUNTY of final ISR: 100%

d. For the completion of Phase 4, titled Pre-Feasibility Report (PFR), the Base Fee of \$XXXXX. Payments shall be made at completion of each milestone as outlined below:

- i. Acceptance by COUNTY of draft PFR: XX%
- ii. Acceptance by COUNTY of final PFR: 100%

e. For the completion of Phase 5, titled Compost Site Development Assistance, the Base Fee of \$XXXXX. Payments shall be made at completion of each milestone as outlined below:

- iii. Completion of Stage 1: \$XXXXX
- iv. Completion of Stage 2: \$XXXXX
- v. Completion of Stage 3: \$XXXXX
- vi. Completion of Stage 4: \$XXXXX
- vii. Completion of Stage 5: \$XXXXX

2. Alternate Fees

a. For the completion of Preliminary Design under Phase 4, titled Pre-Feasibility Report (PFR), the Alternate Fee of \$XXXXX. Payments shall be made at completion of each milestone as outlined below:

- i. Acceptance by COUNTY of draft Preliminary Design: XX%
- ii. Acceptance by COUNTY of final Preliminary Design: 100%

3. 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 \$XXXXX, as outlined below:

- a. For the completion of Phase 3, titled Initial Site Report, the sum of \$XXXXX.
- b. For the completion of Phase 4, titled Pre-Feasibility Report, the sum of \$XXXXX.
- c. For the completion of Phase 5, titled Compost Development Assistance, the sum of \$XXXXX.

Allowances are to 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 Rate Schedule, the total of which cannot exceed the allowance cap.

4. Unit Pricing

If additional WDNR or public meetings are required, PROVIDER shall be paid through a Contract Amendment based on unit pricing outlined below:

- a. For attendance at additional WDNR, the unit price of \$XXX per meeting.
- b. For attendance at additional Public meetings, the unit price of \$XXX per meeting.

5. Rate Schedule

Additional costs borne by PROVIDER and approved by COUNTY shall be based on rates outlined below submitted by PROVIDER on DATE, 2022.

Services		
Description	Unit	Unit Price
Expenses		
Description	Unit	Unit Price

- 6. COUNTY may increase the cost to include additional services outside Schedule A per the Rate Schedule, as mutually agreed upon by PROVIDER and COUNTY, in the form of a Contract Amendment.
- 7. PROVIDER shall issue an invoice upon completion of work, delivered electronically to the Waste & Renewables Project Manager. Invoices shall reference the Dane County Purchase Order (PO) number associated with the Contract.
- 8. 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.

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 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.

END OF SECTION

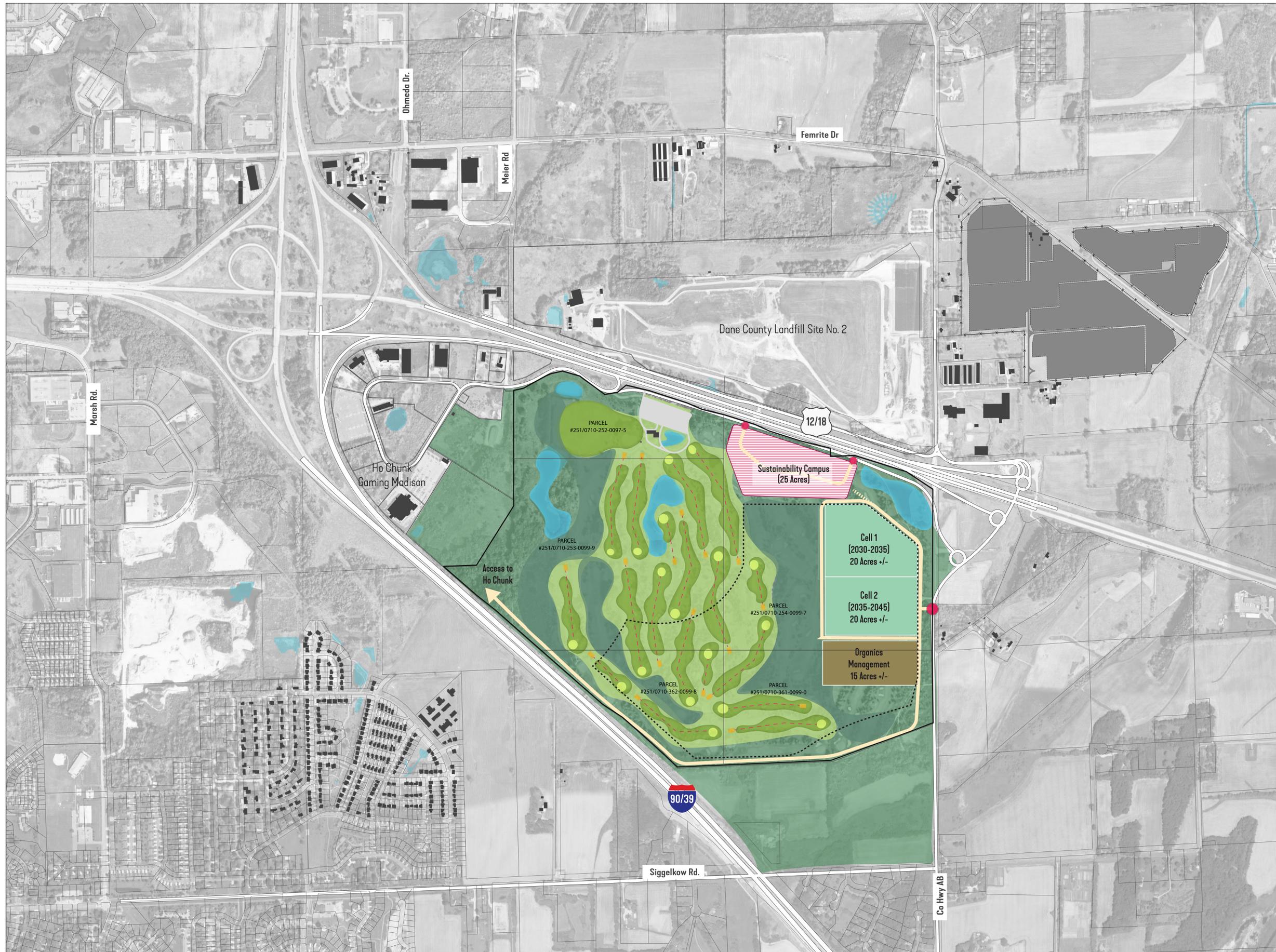
Figure 1. Site Layout (2030 through 2045)

DANE COUNTY SUSTAINABILITY CAMPUS

MADISON, WI
2030 - 2045
SITE LAYOUT

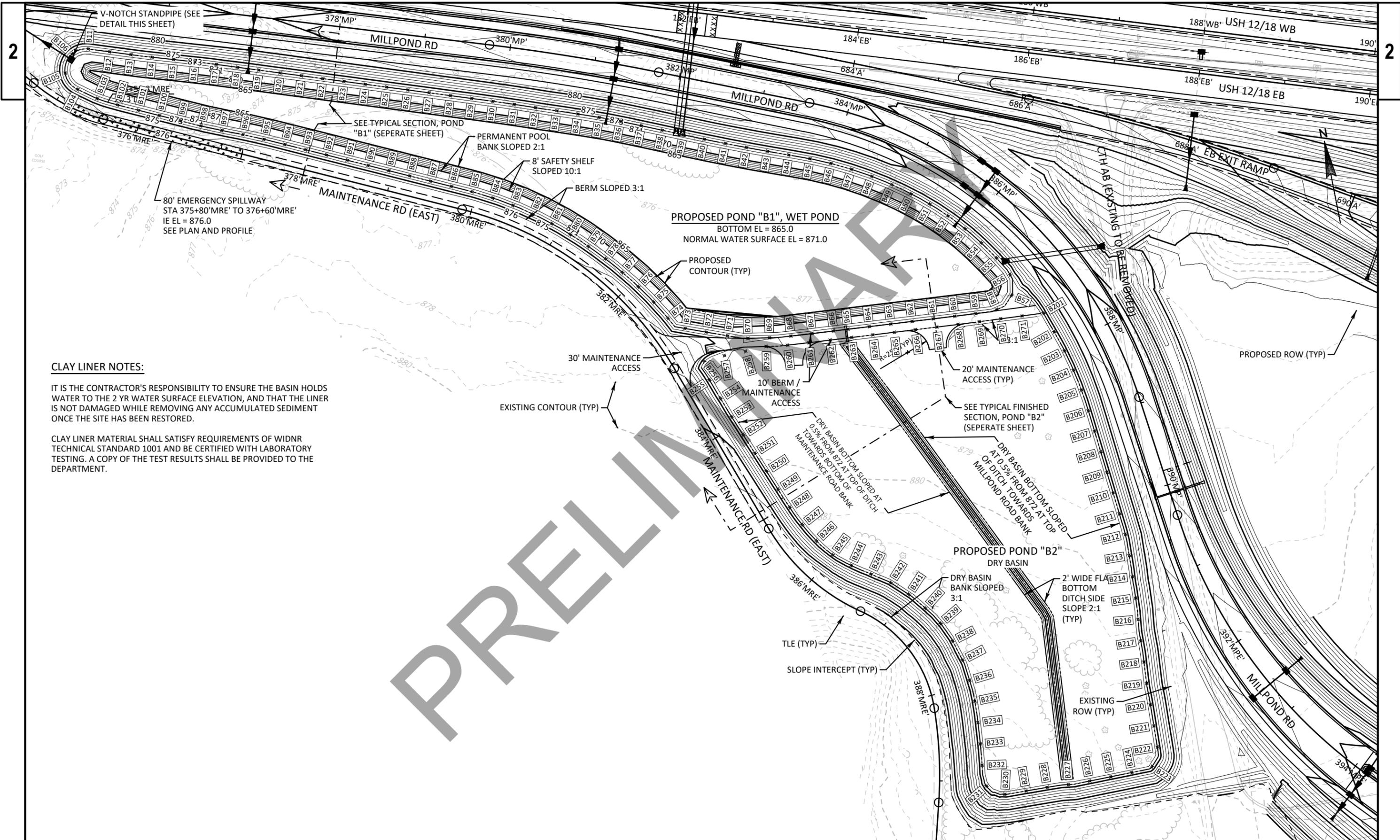
LEGEND:

- GOLF GREEN
- GOLF FAIRWAY
- GOLF ROUGH
- NATURALIZED LANDSCAPE
- SUSTAINABILITY CAMPUS
- LANDFILL CELLS
- ORGANIC COMPOST
- OPEN WATER
- BUILDING FOOTPRINTS
- PROPOSED ROADWAYS
- POTENTIAL SITE ACCESS POINT
- EXISTING PARCEL LINES
- POTENTIAL 75-100 YEAR GREENFIELD BOUNDARY (BASED ON PRELIMINARY EVALUATION)



SMITHGROUP

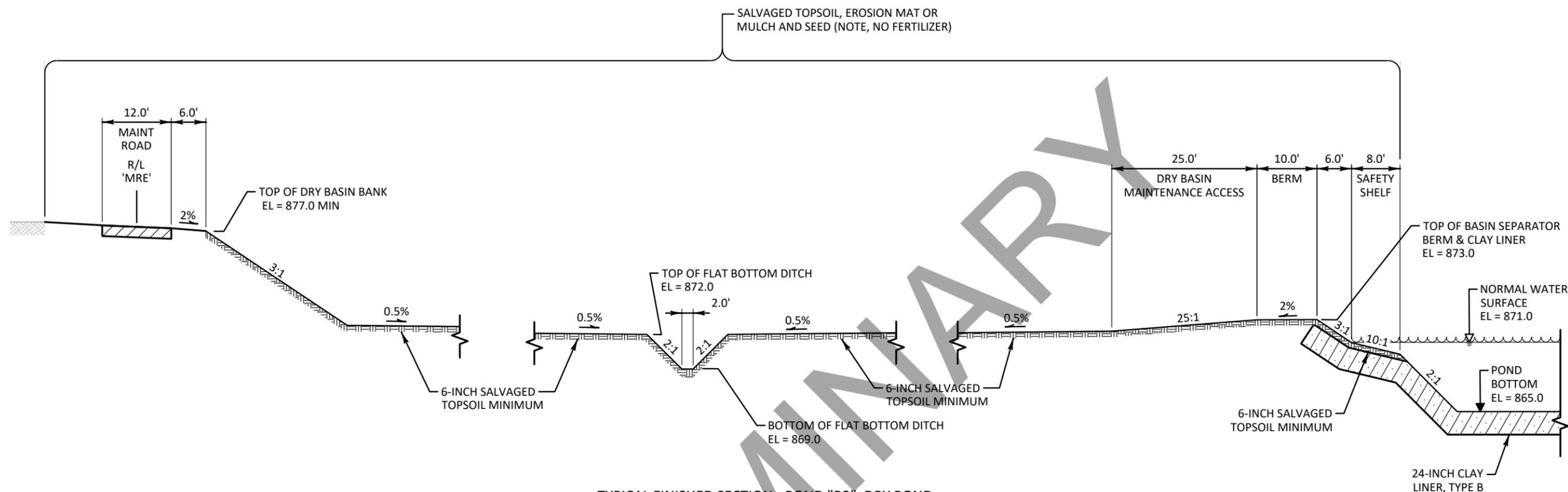
Figure 2 - 90% WisDOT Drawings for Stormwater Basin



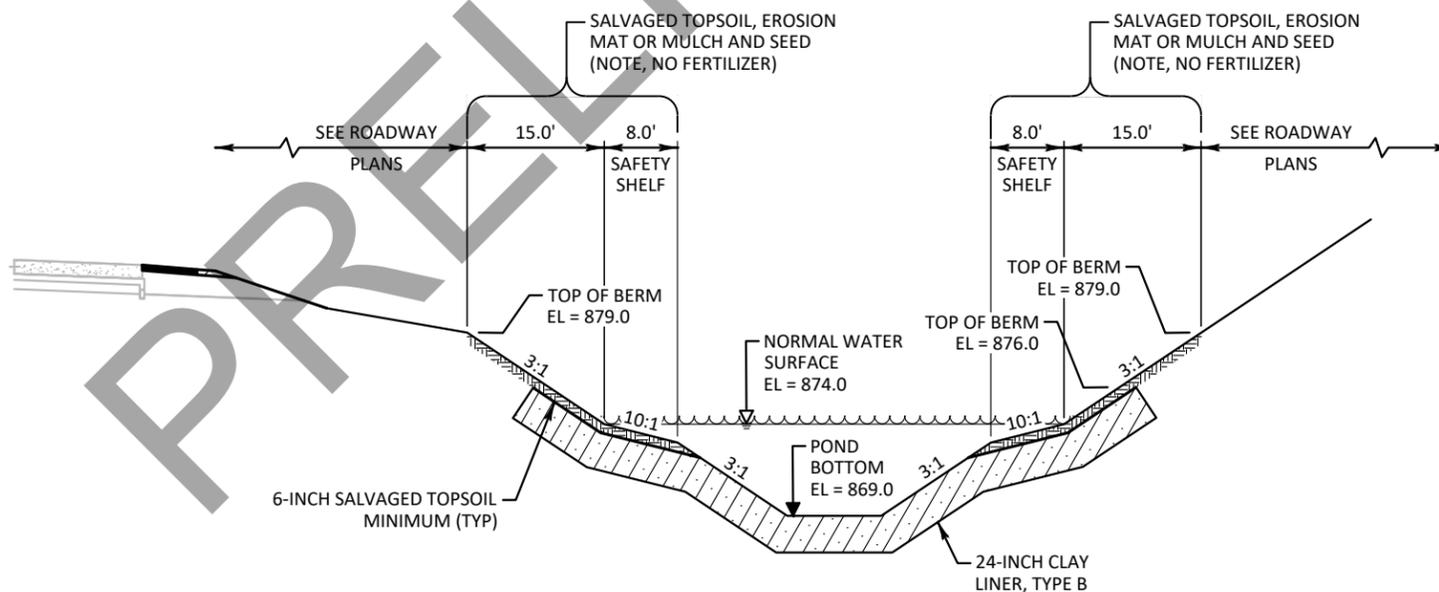
CLAY LINER NOTES:

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE BASIN HOLDS WATER TO THE 2 YR WATER SURFACE ELEVATION, AND THAT THE LINER IS NOT DAMAGED WHILE REMOVING ANY ACCUMULATED SEDIMENT ONCE THE SITE HAS BEEN RESTORED.

CLAY LINER MATERIAL SHALL SATISFY REQUIREMENTS OF WIDNR TECHNICAL STANDARD 1001 AND BE CERTIFIED WITH LABORATORY TESTING. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE DEPARTMENT.



TYPICAL FINISHED SECTION - POND "B2", DRY POND
 (NOTE, 2 TO 1 VERTICAL EXAGGERATION, SEE CONSTRUCTION
 DETAIL: POND "B" GRADING FOR VIEW PLANE)



TYPICAL FINISHED SECTION - POND "C1"
 (NOTE, 2 TO 1 VERTICAL EXAGGERATION, SEE CONSTRUCTION
 DETAIL: POND "C" AND "D" GRADING FOR VIEW PLANE)

Attachment A. Dane County's Temporary Land Use Permit



Madison Parks Division

210 Martin Luther King, Jr. Blvd., Room 104
Madison, WI 53703
608-266-4711 • cityofmadison.com/parks



Temporary Land Use Permit Application Form

Fees:

There are two fees involved with this permit:

1. Application Fee: for access spanning 1 to 7 days = \$50, for access spanning 8 to 30 days = \$75, and for an occupation lasting greater than 30 = \$100 (this is to be paid up front before the Parks Division will consider the permit)
2. The occupation fee is \$50 per day (this is to be paid after the permit is granted)

In addition, there is a \$500 deposit we collect in case there are damages, it is returned if there are no damages.

If you choose to continue to pursue a Temporary Land Use Permit, Parks will need some additional information from you, and I will need the appropriate application fee paid.

Please answer the questions below.

The address where the work will occur:

Yahara Hills Golf Course, 6701 US Hwy 12/18, Madison WI 53718

Please attach a map of specific area of the park or the route the contractor will use to access your property:

Site Figure Attached. Specific site access and work location detail will be submitted to City Staff for approval prior to each phase of work.

Name of private land owner and contact info (phone and email)

Dane County Department of Waste & Renewables, Welch@countyofdane.com, 608.516.4154

Name of contractor doing the work (address /phone/ and email of specific contact person working for the contractor):

Various proposed (final contractors may vary), see attachment

Brief description of the work to be done:

Various, see attachment

Equipment to be used for the project:

Various, see attachment

Duration of access needed:

November 8, 2021 – March 1, 2022; March 1, 2022 – May 15, 2022 (with approved plan from City Staff extended access requested for minimally disruptive work that needs to occur after the ground thaws)

Preferred start and finish date for the work:

Site work will be scheduled to occur prior to the start of the 2022 golfing season to the extent possible

Attachment 1: Temporary Land Use Permit Request

Description of Work	Site Impacts	Estimated Dates for Works	Contractor(s) – TBD	Equipment Used
Survey Benchmark Installation	None, Benchmark pins will be installed near the boundaries of the property	Nov 8-30, 2021 (1 day needed)	TBD	Hand tools and handheld GPS equipment
Site Survey (aerial and ground, wetland) Aerial survey and imaging will be performed by drone equipment to generate topographic surfaces. Ground survey will occur to develop parcel boundaries and identify site features, including wetlands.	None, Survey stakes/markers potentially left onsite beyond actual site work	Nov 8-30, 2021 (Up to 7 work days needed for drone and ground survey) March 1- May 15, 2022 (Up to 7 work days needed for wetland survey)	Dane County Waste & Renewables Regan@countyofdane.com TBD	Drone Handheld GPS Equipment
Soil Borings and Monitoring Well Installation Soil boring and groundwater information needed to confirm subsurface conditions and advance preliminary design and initial site assessment.	Minimal, Work will occur outside of golf season. Boring locations will be restored. Aboveground casings will be left in place if installing monitoring wells and locations will be submitted for approval to City staff.	Dec 1, 2021- March 1, 2022 (up to 7 work days needed)	TBD	Drill rig, pickup trucks, hand tools
Archeological Survey Activities will begin with records investigation to identify potential items or areas of historical significance which could lead to onsite investigation if necessary.	Minimal, onsite work could consist of hand digging with shovels up to 2 feet deep in select areas. Disturbed areas will be restored. Locations will be submitted for approval to City staff. Onsite work will need to occur after ground thaws.	March 1- April 30, 2022 (Up to 7 work days needed)	TBD	Hand shovels, pickup trucks