

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

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

REQUEST FOR PROPOSALS NO. 309032

**FOOD WASTE DIGESTER
FEASIBILITY STUDY & INITIAL DESIGN**

DANE COUNTY, WISCONSIN

Opening Date / Time: **THURSDAY, JANUARY 21, 2010 / 2:00 PM CST** Location: **PUBLIC WORKS OFFICE**

Performance / Payment Bond: **NA**

Bid Deposit: **NA**

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

JOHN WELCH, PROJECT MANAGER
TELEPHONE NO.: 608/267-8815
FAX NO.: 608/267-1533
E-MAIL: WELCH@CO.DANE.WI.US



County Executive
Kathleen M. Falk

DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

1919 Alliant Energy Center Way ♦ Madison, Wisconsin 53713
Phone: (608) 266-4018 ♦ Fax: (608) 267-1533

Commissioner / Director
Gerald J. Mandli

December 17, 2009

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 309032 to provide professional architectural & engineering design services for a feasibility study and initial facility design for a food waste digester in Dane County, WI. The Proposals are due on or before **2:00 PM CST, Thursday, January 21, 2010**. No proposal bond or performance bond is required for this project.

SPECIAL INSTRUCTIONS

Please be sure to complete one unbound original and **four** bound copies of the entire proposal package. To return your proposal, please follow these instructions:

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
2. Place the RSBI Proposal information after Fair Labor Practices Certification.
3. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:
"Proposal No. 309032
Food Waste Digester Feasibility Study & Initial Design
2:00 PM, Thursday, January 21, 2010"
4. Mail to:
Dane County Solid Waste Division
Attention: John Welch
1919 Alliant Energy Center Way
Madison, WI 53713

If any additional information about this Request for Proposals is needed, please call John Welch at 608/267-8815 or send an email to welch@co.dane.wi.us.

Sincerely,
John Welch
Project Manager

DOCUMENT INDEX FOR RFP NO. 309032

PROPOSAL REQUIREMENTS

RFP Cover Page
RFP Cover Letter
Documents Index and Dane County Vendor Registration Program
Invitation to Propose (Legal Notice)
Signature Page
Fair Labor Practices Certification
Background Information and Summary of RFP
Requested Services and Business Information (RSBI)
Sample Agreement for Professional Services Schedules
Sample Agreement for Professional Services

LEGAL NOTICE

INVITATION TO PROPOSE

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

2:00 P.M., THURSDAY, JANUARY 21, 2010

REQUEST FOR PROPOSALS NO. 309032

FOOD WASTE DIGESTER FEASIBILITY STUDY & INITIAL DESIGN

MADISON, WISCONSIN

Dane County is inviting Proposals for professional architectural and engineering design services. Conduct feasibility study and initial facility design for a food waste digester in Dane County, Wisconsin.

Request for Proposals package may be obtained after **2:00 p.m. on Thursday, December 17, 2009**, at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from www.countyofdane.com/pwht/bid/logon.aspx. Please call John Welch, Project Manager, at 608-267-8815, for any questions or additional information.

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

PUBLISH: DECEMBER 16 & 23, 2009 - WISCONSIN STATE JOURNAL

DECEMBER 16 & 23, 2009 - THE DAILY REPORTER



SIGNATURE PAGE

County of Dane
 DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
 Room 425, City-County Building
 210 Martin Luther King, Jr. Blvd.
 Madison, Wisconsin 53703
 (608) 266-4131

COMMODITY / SERVICE: Engineering services for food waste digester feasibility study & initial design			
REQUEST FOR PROPOSAL NO.: 309032	PROPOSAL OPENING DATE: 01/21/2010	BID BOND: N/A	PERFORMANCE BOND: N/A
PROPOSAL INVALID WITHOUT SIGNATURE			
THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH.			
SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)		DATE:	
SUBMITTED BY: (Typed Name)		TELEPHONE: (Include Area Code)	
COMPANY NAME:			
ADDRESS: (Street, City, State, Zip Code)			

CONTRACT COMPLIANCE PROGRAM WORKSHEET

- A. Dane County has an established Contract Compliance Program that encourages targeted groups identified below to do business with Dane County, and requires Dane County to actively solicit bids from these businesses.
- B. Information from your response to this worksheet will be entered in the Purchasing Division's Advanced Procurement Systems database to provide data that will be valuable to Dane County's Contract Compliance Program as well as establishing computerized bidder lists for future solicitations. All vendors will be added to the database whether or not they qualify as a targeted business.
- C. **Contract Compliance Program:** Following are abbreviated definitions of ethnic and group codes used by Contract Compliance Program. See reverse side for full definitions:
 - 1. DBE Disadvantaged Business Enterprise
 - 2. MBE Minority Business Enterprise
 - 3. WBE Women Business Enterprise
 - 4. ESB Emerging Small Business
- D. Please select category / categories that best describe your business by marking letter for each column in box provided at bottom of column:

D	DBE	B	African American	L	Male	E	ESB
M	MBE	H	Hispanic American	F	Female		
W	WBE	N	Native American / American Indian				
		A	Asian Pacific American				
		I	Asian-Indian American				
↓		↓		↓		↓	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

- E. I hereby certify that all of the above information given is true. If no category / categories are marked, I do not meet the requirements for any of the targeted groups.

Signature: _____ Date: _____

(over)

DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

- A. **Disadvantaged Business Enterprise (DBE):** A small business concern:
1. Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 3. Socially and Economically Disadvantaged Individuals:
 - a) Any person having a current Section 8 (a) Certification from the Small Business Administration is considered socially and economically disadvantaged.
 - b) Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
 - 1) Women;
 - 2) Black Americans, which includes persons having origins in any of the black racial groups of Africa;
 - 3) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 4) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - 5) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
 - 6) Asian-Indian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.
- B. **Minority Business Enterprise (MBE):** A minority person(s) owned and controlled independent and valid business concern. A minority person(s) must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- C. **Women Owned Enterprise (WBE):** A woman or women owned and controlled independent and valid business concern. A woman or women must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- D. **Emerging Small Business (ESB):**
1. An independent business concern that has been in business for at least one (1) year.
 2. Business is located in the State of Wisconsin.
 3. Business is comprised of less than twenty-five (25) employees.
 4. Business must not have gross sales in excess of three million over the past three (3) years.
 5. Business does not have a history of failing to complete projects.

THIS PAGE IS FOR PROPOSERS' REFERENCE AND NEED NOT BE SUBMITTED WITH PROPOSAL.

PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

Any person proposing on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Complete a Vendor Registration Form at:
www.danepurchasing.com/registration
or obtain one by calling 608/266-4131.

EQUAL BENEFITS REQUIREMENT

By submitting a Proposal, the contractor / consultant acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor / Consultant shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. For more information: www.danepurchasing.com/partner_benefit.aspx

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 proposal, bid or application for a contract with the county of Dane.

B. That BIDDER, APPLICANT or PROPOSER has (check one):

_____ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

_____ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

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

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.

Background Information and Summary of RFP

I. Background

Dane County is located in the south-central portion of Wisconsin, centered on Madison, WI. The County has a population of approximately 450,000. This population is located in several communities within the County, but there are large population concentrations in a few of the municipalities, such as Madison, Middleton, Verona, Fitchburg, Monona, and Waunakee.

Dane County does not provide waste collection services to its residents. Instead, these services are provided by each municipality, either through their own fleet, or by contracting with local waste hauling companies. However, Dane County does own and operate a landfill at 7102 US Hwy 12&18, where much of the County's waste is disposed of. The landfill receives approximately 200,000 tons of material each year, with approximately 30,000 tons of that being food waste. Dane County conducted a food waste survey in 2002. Given today's markets, much of the data and recommendations of that study are no longer valid, but this information is available, upon request. In addition, the WI DNR conducted waste characterization studies at the Dane County landfill in 2004 and 2009. The 2004 study results are available to the public, and the 2009 results will be available soon. Additionally:

A 1992 study for Dane County found food waste in 1991 to be:

Residential, Madison	19.0%
Residential, outside Madison	23.0%
Combined residential	20.7%, or 16,700 tons a year
Commercial	13.7%, or 15,300 tons a year
Combined MSW	9.8%, or 32,000 tons a year

The Dane County Waste Characterization Study. Final Report, Recycling Economics Group and RecycleWorlds Consulting, November 1992, 56 pages

A 1994 study for Dane County found food waste in 1994 to be:

Residential, Madison	19.1%
Residential, outside Madison	13.5%
Combined residential	16.6%, or 14,500 tons a year
Commercial	11.8%, or 12,200 tons a year
Combined MSW	14.0%, or 26,700 tons a year

The 1994 Dane County Waste Characterization Study. Final Report, Recycling Economics Group and RecycleWorlds Consulting, December 1994, 59 pages

Additionally, the City of Fitchburg completed a waste sort in the summer of 2009. The Fitchburg waste sort report can be found here:

http://www.city.fitchburg.wi.us/refuse_recycling/documents/2009WasteSortResults.pdf

Dane County currently generates electricity from methane produced within the landfill hills at both the currently operating Rodefild landfill and at the closed Verona landfill. The Verona site produces approximately 500kW, and the Rodefild landfill currently produces 4 MW. The capacity at the Rodefild landfill will be increased to 6.4 MW in 2010, but actual production will be 5.6 MW. Dane County has a contract with Madison Gas & Electric that pays \$0.105/kW, with a cap of 10 MW at the Rodefild site.

Dane County also operates compost sites at the Rodefild landfill, Westport, and Verona. Yard waste from the municipalities is brought to these sites where it is processed and screened by Dane County staff to create compost. The sites produce approximately 10,000 cubic yards of compost per year, which is sold back to municipalities and the general public based on the following fee structure:

Quad- and Tri-axle dump trucks	\$150
Dual-axle dump trucks	\$125
Single-axle dump trucks	\$100
Pickup truck or trailer	\$10

II. Summary of Request for Proposals

Dane County is interested in increasing the diversion of wastes from its landfill. Dane County is also interested in investing in economically feasible renewable energy technologies as a means to produce renewable energy, create job growth, and increase environmental protections.

An excellent example of this commitment has been Dane County's efforts to develop a community style manure digester. Dane County funded a feasibility study and a site planning study for this project, and the County was the driving force behind moving this project forward for the last several years. Because of these efforts, construction of the first Dane County community manure digestion system, with advanced phosphorous removal, is expected to begin in the Spring of 2010.

In an effort to build upon the successes of the community manure digestion project, Dane County will use a portion of the funds it has secured through the Energy Efficiency and Conservation Block Grant (EECBG) program, a component of the American Reinvestment and Recovery Act (ARRA), to fund a feasibility study and initial site design for a food waste digester in Dane County. Because this Work is being funded by EECBG grant funds, the successful Proposer will have to comply with all EECBG and ARRA program requirements. This includes, but is not limited to, quarterly reporting requirements.

The first step in this project will be to provide Dane County with a report of available food waste digester feedstocks. The assessment of available feedstocks will include agricultural, industrial, commercial, residential, university, hospital, special event, and other sources. Specifically, the

consultant must coordinate its efforts with the efforts of the City of Madison. The City of Madison will be using a portion of its EECBG funds to conduct a pilot collection of source separated organics (SSO) in 2010. This pilot collection should provide the consultant with valuable information about SSO collection participation, volumes, and quality in Dane County. The consultant must also work with other communities and waste haulers who are interested in participating in this project. The City of Fitchburg has expressed interest, and other communities will likely be interested as well.

Based on the substrate report, the consultant will make recommendations for potential facility locations and work with Dane County to decide on up to three (3) locations where a food waste digester is generally feasible.

Once the potential locations are chosen, the consultant will perform bench top testing on the potential feedstocks for the chosen sites, assess potential technologies and systems, and provide the County with a feasibility report for a food waste digester at each site.

The food waste digester feasibility report must address how the proposed food waste digester(s) will impact current Dane County operations and revenues. It must also evaluate the net effect on emissions if current operations are changed and the food waste digester(s) are installed.

Upon completion of the feasibility report, Dane County reserves the right to extend the contract with the consultant to provide and schematic design and/or design development documents for the proposed facility.

For this feasibility study, proposers should assume that Dane County will be the facility Owner. Dane County will retain its rights to all of the biomethane and shall be the sole owner of the digestion, solid processing, and electrical generation systems.

However, Dane County will also accept alternate proposals that may include various forms of funding and facility ownership. If proposer submits such alternate proposals, proposer must clearly define costs of facility, source(s) of funding, ownership model, and all terms of agreements between facility owner(s), Dane County, and participating farms.

Proposals must be submitted to Dane County by January 21, 2010 by 2:00 pm CST. Respondents' whose proposals are reviewed favorably by Dane County may be asked to interview, to provide more detailed information, or to allow tours of existing facilities. Dane County acknowledges that many different types of food waste digestion and processing technologies are available. For this reason Dane County welcomes individual proposer's creativity in their proposals.

III. Next Steps

The intent of this feasibility and initial design work is to develop an economically feasible model for a food waste digester in Dane County. This model will be used by Dane County officials to determine whether to construct the facility as detailed in the report.

Also, it is the goal of Dane County to have this system be replicable in other areas of Dane County, the State of Wisconsin, and the United States. As such, successful proposer should be prepared to provide similar system designs at various locations within Dane County.

REQUESTED SERVICES AND BUSINESS INFORMATION

- A. Dane County is inviting proposals for providing professional architectural & engineering design services for a feasibility study and initial facility design for a food waste digester in Dane County, WI.
- B. Interested consultants are requested to submit the following information in their proposal, in eight (8) clearly distinct sections or divisions:
1. Description of firm's qualifications, experience, organization and resources. This description must pay specific attention to the programming, planning and design of similar facilities. Description must include:
 - a) Overview/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 from what location your firm will provide services to the County.
 2. Listing of at least three study and construction projects completed by their company that are similar to the one being proposed. Listing shall include for each project:
 - a) Brief description of the project including services provided (e.g., structural design, construction management, architectural design, MEP engineering, 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). Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will 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; and
 - f) Specific details of originally proposed project budget and time of completion and final (actual) project budget and time of completion.
 3. Description of programming, planning and design techniques to be used in approaching the Work. Close attention will be paid to the A/E firm's knowledge and understanding of:
 - a) Digestion systems and technologies;
 - b) Food waste digestion systems;
 - c) Processing and sorting systems associated with source separated organics;
 - d) Emissions evaluations and emissions reductions assessments;
 - e) Emerging markets for carbon credits, renewable energy credits, etc;
 - f) State, federal, and local regulations, statues and codes related to solid waste, compost facilities, digestion facilities, air emissions permits, water permits, and waste tipping fees;
 - g) Power purchase agreements for biogas projects and existing market conditions; and
 - h) Specific experience with food waste processing and digestion systems.
 4. Listing of other consultants who will participate in this Work and their area of expertise.

5. Indicate individual staff availability and tentative timetable for the feedstock report, Facility Feasibility Phase report, Schematic Design Phase, and Design Development Phase, using a theoretical start date of April 1, 2010.
6. Three (3) fees for services: A) stated as fixed fee for Facility Feasibility Phase; B) stated as fixed fee for design services for Schematic Design Phase; and C) stated as fixed fee for design services for Design Development Phase.
7. State clearly any limitations you wish to include in Agreement and advise of any conditions that you may have.
8. Alternate Proposals. The proposer is welcome to suggest a feasibility study of other technologies that meet the goals of the County. Dane County will also accept alternate proposals that may include various forms of funding and facility ownership. If proposer submits such alternate proposals, proposer must clearly define costs of facility, source(s) of funding, ownership model, and all terms of agreements between facility owner(s), substrate providers, and Dane County.

C. Proposing consultants will be evaluated on this criteria:

Project Personnel & Experience	25%
Pricing / Cost Proposal	20%
Past Project Experience & References	15%
Interview Q & A	15%
Planning and Design Process	15%
Schedule and Availability of Staff	<u>10%</u>
Total	100%

- D. 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 17, 2010	RFP issued
January 14, 2010 @ 2:00 p.m.	Written inquiries due
January 15, 2010	Last Addendum (if necessary)
January 21, 2010 @ 2:00 p.m. CST	Proposals due
February 1-3, 2010 (estimated)	Oral presentations / interviews for invited proposing companies
February 8, 2010 (estimated)	Notification of intent to award sent out
April 1, 2010 (estimated)	Contract start date
June 1, 2010 (estimated)	Report of available feedstock/substrates
September 1, 2010 (estimated)	Feasibility report
November 1, 2010 (estimated)	Schematic design documents
February 1, 2011 (estimated)	Facility design development documents

- E. One unbound original and **four** bound copies of the entire proposal should be sent to the following address:
Dane County Solid Waste Division
Attention: John Welch
1919 Alliant Energy Center Way
Madison, WI 53713
- F. Information regarding this project may be obtained from John Welch, Project Manager, 608/267-8815. Proposers must submit all questions in writing by January 14, 2010 to the following email address: welch@co.dane.wi.us. All responses to questions will be posted on the Dane County web site, www.countyofdane.com/pwht/bid/logon.aspx, in the form of Addenda.
- G. If RFP documents are obtained from the Dane County web site, proposing company is responsible to check back regularly at the web site for Addenda.
- H. **All Proposals must be submitted by 2:00 P.M. CST, Thursday, January 21, 2010.**
- I. Dane County reserves the right to accept or reject any Proposal submitted.
- J. 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, a timetable and the basis of their fee schedule. Proposals will be received and reviewed in two separate phases. Proposals must be submitted to Dane County by 2:00 pm CST, January 21, 2010. Upon completing the review of proposals (Phase 1), Dane County will inform respondents of the status of their proposal. Proposers whose proposals are reviewed favorably by Dane County may be asked to submit more detailed information (Phase 2) either in writing, in a meeting with Dane County and their technical representatives, or by touring proposer's existing facilities. Those appearing for a meeting shall be prepared to discuss their approach for the design and completion of this Work, a timetable, and the basis of their fee schedule.
- K. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. The commencement of negotiations between any proposer and Dane County does not create or imply any commitment by Dane County to enter into an agreement with that proposer. Selection of successful Proposer will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal opening. Completion of the facility feasibility phase and/or schematic design phase does not obligate Owner to proceed with successful Proposer to later project phases. Owner may terminate this Agreement at completion of facility feasibility phase or schematic design phase.
- L. Dane County reserves the right, without qualification and in its sole discretion, to reject any and/or all proposals or to waive any informality, technicality or deficiency in proposals received. Dane County reserves the right to consider proposals or alternatives outside of this solicitation. In addition, Dane County reserves the right, in its sole discretion, to modify or waive any of the criteria contained herein and/or the process described herein. Those who submit proposals agree to do so without recourse against Dane County for either rejection or failure to execute a contract for any reason.
- M. Dane County reserves the right to negotiate an Agreement after the successful firm is selected.

- N. Dane County is an Equal Opportunity Employer.
- O. 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.

**SCHEDULES FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING
SERVICES FOR THE DANE COUNTY FOOD WASTE DIGESTER FEASIBILITY
STUDY & INITIAL DESIGN**

RFP NO. 309032

SCHEDULE “A”

A. Architect / Engineer’s (A/E’s) Scope of Services Summary:

1. Report of available feedstocks and substrates.
 - a) Survey of potential sources within Dane County. Analysis should include the following potential sources:
 - i. Agriculture
 - ii. Restaurants
 - iii. Residential (Source separated organics)
 - iv. Yard waste
 - v. Commercial
 - vi. Industrial
 - vii. Grocery
 - viii. University (UW-Madison, MATC, Edgewood College)
 - ix. Schools
 - x. Hospitals
 - xi. Dane County’s Consolidate Food Services
 - xii. Special Events
 - xiii. Other
 - b) For each source, include as much of the following information as possible:
 - i. Description of material
 - ii. Source of material (agricultural, restaurant, bakery, hospital, university, etc)
 - iii. Volume, including seasonality of available volume
 - iv. Location
 - v. Trucking costs
 - vi. Material costs / tipping fees
 - vii. Characteristics, including:
 1. Volatile solids content
 2. % Total solids
 3. Total suspended solids
 4. Moisture content
 5. Waste temperature
 6. Trace metal deficiency assay
 7. Anaerobic toxicity assay
 8. Biochemical methane potential assay
 9. pH
 10. COD
 11. Potential gas production
 12. Particle size
 13. Heavy metals, toxics (pesticides, high ammonia, oils), sulfur, disinfectants (phenol, arsenic, bleach), etc.
 14. Bio-agents (aflatoxins, antibiotics)
 15. Contaminants (plastics, metals, glass, etc)

2. Report of feasibility of food waste digester(s) in Dane County
 - a) Based on feedstock report, work with Dane County staff to identify potential sites for food waste digesters. Perform bench top testing of substrates to be brought to the potential sites, and conduct a feasibility study for food waste digesters at these sites. Following bench top testing, provide complete information about the substrates' characteristics, as listed in the above section B.1.ab.vii.
 - b) For the purposes of this RFP, Proposer should assume that feasibility assessments will be performed for up to three (3) potential sites. The feasibility report must include the following information, which is not site specific:
 - i. Overview of Wisconsin and DNR laws and permitting regulations
 1. Air permits
 2. Water permits
 3. Definition of waste and compost, and their effect on a food waste digester
 - a. What will biosolids be classified as?
 - b. What end uses can biosolids be used for?
 - c. Do Wisconsin's waste tipping fees be charged to the substrate brought into a food waste digester?
 4. Other regulations that would apply to this facility
 - ii. Concerns regarding disease destruction
 - iii. Source Separated Organics evaluation
 1. Anticipated participation and volume
 2. Contamination
 3. System design considerations
 4. Evaluation of materials that facility should accept (diapers, bagged waste, soiled cardboard, yard waste, compostable service ware, etc)
 5. Bags vs. no bags
 - a. Effect on participation rates and volume of material
 - b. Effect on system design
 - iv. Description and discussion of other non-monetary issues associated with food waste management not covered elsewhere in the report.
 - c) For each site, the feasibility report must include the following analysis:
 - i. Facility footprint and general equipment sizing
 - ii. System description, including its basic design and process flow line
 1. Wet, dry, mesophilic, thermophilic, parallel, series, one stage, two stage, etc
 2. Examples of its use in other projects or the status of its development if it is not yet commercially available
 3. Flexibility of system to meet changes in substrate materials
 4. Residence time
 5. Preheating / mixing slurry chambers and FOG receiving stations
 6. Process for adding or removing water
 7. Preprocessing systems (grinders, shredders, trammel screens, classifier, hydro-pulper, magnets, etc)
 8. Effects due to low loading rates, chemical precipitation, struvite formation, foaming
 9. Gas clean-up and compression system
 10. Electric generation system
 11. Heat capture system
 12. Biosolids processing system
 13. Waste water processing/disposal
 14. Controls and considerations for ease of use and operation
 15. O&M costs and system life

- 16. Parasitic load
- iii. Technology reliability and track record
- iv. Quantities and characteristics of substrates
- v. Quantities and characteristics of byproducts (biosolids, liquids, concentrated nutrients, electricity, biogas, steam, etc)
 - 1. NPK
 - 2. Salt content
 - 3. Micronutrients
 - 4. Disease destruction
- vi. Potential uses and revenues from byproducts. Indicate if facility can be collocated with a business/facility that would be interested in purchasing any of the byproducts. Alternatively, indicate if the facility plan could include constructing a new business that would make use of the byproducts. Examples of such businesses include a greenhouse or a compressed natural gas fueling station.
- vii. Revenue streams, including:
 - 1. Tipping fees
 - 2. Electricity/gas
 - 3. Carbon credits, renewable energy credits, verified emission reduction credits, biosolid sales, sale of waste heat
 - 4. Other

All revenue analyses should be done in comparison to current Dane County revenue at the landfill and compost sites in order to determine the net change in Dane County revenue.
- viii. Construction cost
- ix. Training requirements and costs
- x. Trucking costs
- xi. Location, including potential issues regarding the location (neighbors, zoning, site conditions, road conditions, etc)
- xii. Environmental assessment of net effect on emissions, with current operations as a baseline
- xiii. Potential contaminants and effect on system design parameters
- xiv. Effect of proposed facility on existing landfill and compost site operations and current Dane County revenue streams;
- xv. Financing and ownership options (grants, investment tax credits, public-private partnership, etc)

3. Schematic Design documents:

- a) For the purposes of this RFP, Proposer should assume that schematic design documents will be produced for one (1) potential site;
- b) Implementation of Facility Study results into preliminary drawings for Dane County review, input and modifications; and
- c) Refined cost estimates.

4. Design Development documents:

- a) For the purposes of this RFP, Proposer should assume that design development documents will be produced for one (1) potential site;
- b) Working design drawings and specifications for Dane County review, input and modifications; design to include all building architectural, structural, mechanical, electrical, plumbing, telecommunications, fire protection, security and utility services; and
- c) Design Development level cost estimates.

SCHEDULE “B”

- A. Payment for these services will be paid as work progresses and as scheduled in Agreement. Agreement amounts are \$XXX.00 for Facility Feasibility Phase, \$XXX.00 for design services for Schematic Design Phase, and \$XXX.00 for design services for Design Development Phase. Completion of the facility feasibility phase and/or schematic design phase does not obligate Owner to proceed with successful Proposer to later project phases. Owner may terminate this Agreement at completion of facility feasibility phase or schematic design phase. Agreement amount includes all fees for data gathering, designs, processing, subcontractors, equipment and materials, construction administration, profit and mark-up.

- B. Invoices shall be submitted to: John Welch, Project Manager, Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713.

SAMPLE

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING
SERVICES FOR THE DANE COUNTY FOOD WASTE DIGESTER FEASIBILITY
STUDY & INITIAL DESIGN IN DANE COUNTY, WISCONSIN**

RFP NO. 309032

THIS AGREEMENT, made and entered into as of date by which authorized representatives of both parties have affixed their signatures, is by and between County of Dane (hereafter referred to as “OWNER”) and [A/E or Consultant Company Name] (hereafter, “ARCHITECT / ENGINEER”).

WHEREAS, OWNER intends to construct DANE COUNTY FOOD WASTE DIGESTER in Dane County, WI; and

WHEREAS, OWNER desires to enter into an Agreement with ARCHITECT / ENGINEER for provision of ARCHITECT / ENGINEER’S services;

NOW, THEREFORE, in consideration of above recitals and mutual covenants of parties, receipt and sufficiency of which is acknowledged by each party for itself, parties do agree as follows:

SAMPLE

ARTICLE 1

ARCHITECT / ENGINEER’S SERVICES

BASIC SERVICES

(1) ARCHITECT / ENGINEER’S Basic Services with respect to DANE COUTNY FOOD WASTE DIGESTER FEASIBILITY STUDY & INITIAL SITE DESIGN (hereinafter, “the Project”) shall be as set forth in Schedule A. Schedules are attached hereto, and shall consist of project phases described below, including all usual and customary consulting, architectural and engineering services incidental to and generally associated with provision of those services expressly enumerated in this Agreement and Schedule A.

FACILITY FEASIBILITY PHASE

(2) ARCHITECT / ENGINEER shall obtain from OWNER information and materials necessary to ascertain scope of the Project and shall verify with OWNER program and functional requirements of the Project.

(3) Based on information, materials and requirements as verified by OWNER, ARCHITECT / ENGINEER shall prepare: 1) Summary Report; and 2) Study consisting of text, drawings and other documents illustrating scale and relationship of the Project components. Draft version of Study shall be submitted to OWNER for review, modifications and written approval before submitting Final version.

(4) ARCHITECT / ENGINEER shall submit to OWNER in Summary Report and Study construction cost estimate based on information provided by OWNER and gathered by ARCHITECT / ENGINEER for Final version of Study.

(5) ARCHITECT / ENGINEER shall not be responsible for providing services not included in this Agreement and not customarily furnished in accordance with generally accepted architectural / engineering practices.

SCHEMATIC DESIGN PHASE

(6) ARCHITECT / ENGINEER shall obtain from OWNER information and materials necessary to ascertain scope of the Project and shall verify with OWNER program and functional requirements of the Project.

(7) Based on information, materials and requirements as verified by OWNER, ARCHITECT / ENGINEER shall prepare Schematic Design Documents consisting of drawings and other documents illustrating scale and relationship of the Project components. Schematic Design Documents shall be submitted to OWNER for written Approval.

(8) ARCHITECT / ENGINEER shall submit to OWNER construction cost estimates based on information provided by OWNER and approved Schematic Design Documents.

DESIGN DEVELOPMENT PHASE

(9) Based on approved Schematic Design Documents, ARCHITECT / ENGINEER shall prepare Design Development Documents consisting of drawings and other documents to fix and describe size and character of the Project as to specifications, details, materials, components, equipment and systems, including site, utility, structural, mechanical, electrical, plumbing, controls, security, telecommunications, well and waste treatment systems. Design Development Documents shall be submitted to OWNER for written Approval.

(10) ARCHITECT / ENGINEER shall submit to OWNER revised construction cost estimate.

ARTICLE 2

OWNER'S RESPONSIBILITIES

(1) OWNER shall provide full information regarding requirements for the Project.

(2) OWNER shall designate, when necessary, representative authorized to act in OWNER'S behalf with respect to the Project. OWNER shall examine documents submitted by ARCHITECT / ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in progress of ARCHITECT / ENGINEER'S services.

(3) OWNER shall furnish certified land survey of site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of site.

(4) OWNER shall pay for necessary testing services, including lab work, soil borings, compaction testing and concrete testing. ARCHITECT / ENGINEER shall supervise such testing.

(5) If OWNER becomes aware of any fault or defect in the Project or non-conformance with RFP or this Agreement, OWNER shall give prompt notice thereof to ARCHITECT / ENGINEER and ARCHITECT / ENGINEER shall take prompt action to correct such fault or defects.

(6) OWNER shall expeditiously furnish information required hereunder:

- (a) Information about Dane County's existing landfill and compost site operations.

ARTICLE 3

CONSTRUCTION COST

(1) Actual or probable construction cost is not to be used as basis for determining ARCHITECT / ENGINEER'S compensation under this Agreement.

(2) Construction cost estimates prepared by ARCHITECT / ENGINEER represent ARCHITECT / ENGINEER'S best judgment as design professionals familiar with current construction industry. It is recognized, however, that neither ARCHITECT / ENGINEER nor OWNER has any control over cost of labor, materials or equipment, over methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, ARCHITECT / ENGINEER does not guarantee that bids will not vary from any construction cost estimates prepared by ARCHITECT / ENGINEER.

SAMPLE

ARTICLE 4

DIRECT PERSONNEL EXPENSE

(1) Direct Personnel Expense is defined as salaries of professional, technical and clerical employees engaged on the Project by ARCHITECT / ENGINEER, and cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations and pensions. Fixed fee for services performed under this Agreement shall include all Direct Personal Expenses incurred in providing such services unless otherwise approved by OWNER in writing.

ARTICLE 5

REIMBURSABLE EXPENSES

(1) Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual expenditures made by ARCHITECT / ENGINEER, its employees, or professional consultants in interest of the Project and subject to prior written consent of OWNER. Reimbursable Expenses shall be directly billed to OWNER and may include following:

- (a) Expense of reproducing and mailing Reports, Drawings and Specifications if not specifically listed as part of this Agreement.
- (b) Fees paid for securing approval of authorities having jurisdiction over the Project.
- (c) On and off site testing.

ARTICLE 6
PAYMENTS TO ARCHITECT / ENGINEER

(1) Fee for services to be provided under Facility Feasibility Phase of this Agreement is fixed at [\$XXXXXX.00].

Payments for services under this Agreement shall be made monthly in proportion to services performed so that compensation at completion of each milestone shall equal following percentages of total fee for services hereunder:

Draft version of Feedstock Report	15%
Final version of Feedstock Report	30%
Draft version of Facility Feasibility Report	85%
Final version of Facility Feasibility Report	100%

(2) Fee for services to be provided under Schematic Design Phase of this Agreement is fixed at [\$XXXXXX.00]. Payments for services under this Agreement shall be made monthly in proportion to services performed so that compensation at completion of each milestone shall equal following percentages of total fee for services hereunder:

Draft version of Schematic Design Documents	50%
Final version of Schematic Design Documents	100%

(3) Fee for services to be provided under Design Development Phase of this Agreement is fixed at [\$XXXXXX.00]. Payments for services under this Agreement shall be made monthly in proportion to services performed so that compensation at completion of each milestone shall equal following percentages of total fee for services hereunder:

Draft version of Design Development Documents	50%
Final version of Design Development Documents	100%

(4) Payments for additional services of ARCHITECT / ENGINEER and for Reimbursable Expenses shall be made monthly upon submission by ARCHITECT / ENGINEER of statements for services rendered. OWNER shall make payments for Reimbursable Expenses directly to provider of service.

(5) No deductions shall be made from ARCHITECT / ENGINEER'S compensation because of penalty, liquidated damages, or other sums withheld from payments of contractors.

(6) Completion of the Facility Feasibility Phase and/or Schematic Design Phase does not obligate Owner to proceed with successful Proposer to later project phases. Owner may terminate this Agreement at completion of Facility Feasibility Phase or Schematic Design Phase.

ARTICLE 7

ARCHITECT / ENGINEER'S ACCOUNTING RECORDS

(1) Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for any services approved to be performed on basis of Multiple of Direct Personnel Expense, shall be kept on generally recognized accounting basis and shall be available to OWNER or OWNER'S authorized representative at mutually convenient time.

ARTICLE 8

TERMINATION OF AGREEMENT

(1) This Agreement may be terminated by either party upon seven days' written notice should other party fail substantially to perform in accordance with its terms through no fault of party initiating termination.

(2) In event of termination not due to fault of ARCHITECT / ENGINEER, ARCHITECT / ENGINEER shall be paid compensation for services performed to date of termination date, including Reimbursable Expenses.

(3) What follows shall constitute grounds for immediate termination:

(a) Violation by ARCHITECT / ENGINEER of any State, Federal or local law, or failure by ARCHITECT / ENGINEER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations;

(b) Failure by ARCHITECT / ENGINEER to carry applicable licenses or certifications as required by law;

(c) Failure of ARCHITECT / ENGINEER to comply with reporting requirements contained herein; or

(d) Inability of ARCHITECT / ENGINEER to perform the Project provided for herein.

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

(5) Completion of Study Phase services does not obligate OWNER to proceed with ARCHITECT / ENGINEER to later project phases. OWNER may terminate this Agreement at completion of Study Phase services.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

(1) Draft version of Feedstock Report shall become property of OWNER.

ARCHITECT / ENGINEER shall furnish OWNER with:

- (a) Original unbound copy of Draft version of Feedstock Report in reproducible 8½ x 11 and / or 11 x 17 prints;
- (b) Three (3) regular bound copies of Draft version of Feedstock Report in 8½ x 11 and / or 11 x 17 format;
- (c) Electronic copy of Draft version of Feedstock Report in Word 2000 (or earlier version) on CD; and
- (d) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Draft version of Feedstock Report on CD.

(2) Final version of Feedstock Report shall become property of OWNER whether the Project for which they are made is executed or not. ARCHITECT / ENGINEER shall furnish OWNER with:

- (a) Original unbound copy of Final version of Feedstock Report in reproducible 8½ x 11 and / or 11 x 17 prints;
- (b) Five (5) regular bound copies of Final version of Feedstock Report in 8½ x 11 and / or 11 x 17 format;
- (c) Electronic copy of Final version of Feedstock Report in Word 2000 (or earlier version) on CD; and
- (d) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Final version of Feedstock Report on CD.

(3) Draft version of Facility Feasibility Report shall become property of OWNER.

ARCHITECT / ENGINEER shall furnish OWNER with:

- (a) Original unbound copy of Draft version of Facility Feasibility Report in reproducible 8½ x 11 and / or 11 x 17 prints;
- (b) Three (3) regular bound copies of Draft version of Facility Feasibility Report in 8½ x 11 and / or 11 x 17 format;
- (c) Electronic copy of Draft version of Facility Feasibility Report in Word 2000 (or earlier version) on CD; and
- (d) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Draft version of Facility Feasibility Report on CD.

(4) Final version of Facility Feasibility Report shall become property of OWNER whether the Project for which they are made is executed or not. ARCHITECT / ENGINEER shall furnish OWNER with:

- (a) Original unbound copy of Final version of Facility Feasibility Report in reproducible 8½ x 11 and / or 11 x 17 prints;
- (b) Five (5) regular bound copies of Final version of Facility Feasibility Report in 8½ x 11 and / or 11 x 17 format;
- (c) Electronic copy of Final version of Facility Feasibility Report in Word 2000 (or earlier version) on CD; and
- (d) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Final version of Facility Feasibility Report on CD.

(5) Drawings and Specifications shall become property of OWNER whether the Project for which they are made is executed or not. ARCHITECT / ENGINEER shall furnish OWNER with:

- (a) Five (5) regular bound copies of final Schematic Design Phase Documents;
- (b) Electronic version of final Schematic Design Phase Documents on CD;
- (c) Five (5) regular bound copies of final Design Development Phase Drawings;
- (d) Five (5) regular bound copies of final Design Development Phase Project Manual (Specifications) in 8½ x 11 format;
- (e) Electronic version of final Design Development Phase Documents (Drawings in AutoCAD 2007 (or earlier version) and Project Manual in Word 2000 (or earlier version)) on CD;

ARTICLE 10

SUCCESSORS AND ASSIGNS

(1) OWNER and ARCHITECT / ENGINEER each binds itself, its partners, successors, assigns and legal representatives to other parties to this Agreement and to partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither OWNER nor ARCHITECT / ENGINEER shall assign, sublet or transfer any interest in this Agreement without written consent of other.

ARTICLE 11

EXTENT OF AGREEMENT

(1) This Agreement, including Schedules A and B attached hereto, represents entire integrated agreement between OWNER and ARCHITECT / ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ARCHITECT / ENGINEER.

ARTICLE 12

GOVERNING LAW

(1) Law of State of Wisconsin shall govern this Agreement, with venue in Dane County Circuit Court.

ARTICLE 13

ARCHITECT / ENGINEER'S LIABILITY INSURANCE

(1) ARCHITECT / ENGINEER shall, at all times during term of this Agreement, indemnify, save harmless and defend OWNER, its boards, commissions, agents, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which OWNER, its officers, employees, agents, boards, commissions and representatives may sustain, incur or be required to pay by reason of ARCHITECT / ENGINEER furnishing services required to be provided under this Agreement, provided, however, that provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from acts or omissions of OWNER, its agents, boards, commissions, officers, employees or representatives. Obligations of ARCHITECT / ENGINEER under this paragraph shall survive expiration or termination of this Agreement.

(2) In order to protect itself and OWNER, its officers, boards, commissions, agents, employees and representatives under indemnity provisions above, ARCHITECT / ENGINEER shall at all times during term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (with OWNER as additional insured), together with professional malpractice or errors and omissions coverage, issued by company or companies authorized to do business in State of Wisconsin and licensed by Wisconsin Insurance Department, with liability coverage provided for therein in amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. OWNER shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, ARCHITECT / ENGINEER shall furnish OWNER with certificate of insurance and,

upon request, certified copies of required insurance policies. If ARCHITECT / ENGINEER'S insurance is underwritten on Claims-Made basis, Retroactive Date shall be prior to or coincide with date of this Agreement, Certificate of Insurance shall state that coverage is Claims-Made and indicate Retroactive Date, ARCHITECT / ENGINEER shall maintain coverage for duration of this Agreement and for six years following completion of this Agreement, and ARCHITECT / ENGINEER shall furnish OWNER, annually on policy renewal date, Certificate of Insurance as evidence of coverage. It is further agreed that ARCHITECT / ENGINEER shall furnish OWNER with 30-day notice of aggregate erosion, in advance of Retroactive Date, cancellation, or renewal. In event any action, suit or other proceeding is brought against OWNER upon any matter herein indemnified against, OWNER shall give reasonable notice thereof to ARCHITECT / ENGINEER and shall cooperate with ARCHITECT / ENGINEER'S attorneys in defense of action, suit or other proceeding. ARCHITECT / ENGINEER shall furnish evidence of adequate Worker's Compensation Insurance.

(3) ARCHITECT / ENGINEER'S obligation to maintain professional errors and omissions insurance coverage shall remain in effect for period of two years following completion of construction of this Project. Copy of ARCHITECT / ENGINEER'S professional insurance shall be filed with OWNER prior to commencement of the Project. ARCHITECT / ENGINEER agrees to provide to OWNER at least thirty-day notice of intent to cancel any of these policies, whereupon OWNER shall have right to pay any premiums to retain insurance coverage or to obtain coverage from other companies, and OWNER shall be entitled to collect cost thereof from ARCHITECT / ENGINEER. Cessation of insurance coverage shall have no effect on obligations and duties of ARCHITECT / ENGINEER under law or this Agreement.

(4) In case of any sublet of work under this Agreement, ARCHITECT / ENGINEER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of ARCHITECT / ENGINEER.

(5) Parties do hereby expressly agree that OWNER, 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 reduction in amount of coverage required above. Extent of waiver shall be determined solely by OWNER'S Risk Manager taking into account nature of the Project and other factors relevant to OWNER'S exposure, if any, under this Agreement.

ARTICLE 14

NO WAIVER BY PAYMENT OR ACCEPTANCE

(1) In no event shall making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as waiver by OWNER of any breach of covenants of this Agreement or a waiver of any default of ARCHITECT / ENGINEER and making of any such payment or acceptance of any such service or product by OWNER while any such default or breach shall exist shall in no way impair or prejudice right of OWNER with respect to recovery of damages or other remedy as result of such breach or default.

SAMPLE

ARTICLE 15

NONDISCRIMINATION

(1) ARCHITECT / ENGINEER will not discriminate against any recipient of services, actual or potential, employee or applicant for employment, because of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s) and selection for training, including apprenticeship. ARCHITECT / ENGINEER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth provisions of this paragraph. Listing herein 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 extent allowable in state or federal law.

(2) ARCHITECT / ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT / ENGINEER, state that all qualified applicants will receive consideration for employment and ARCHITECT / ENGINEER shall include statement to effect that ARCHITECT / ENGINEER is “Equal Opportunity Employer”.

(3) ARCHITECT / ENGINEER will send to each labor union or representative of workers with which ARCHITECT / ENGINEER has collective bargaining agreement or other contract or understanding, notice, to be provided by OWNER’S Affirmative Action Officer, advising labor union or workers' representative of commitments under this Agreement, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

(4) ARCHITECT / ENGINEER shall furnish all information and reports required by Affirmative Action Commission, and by rules, regulations, and orders of Affirmative Action Officer and will permit access to its books, records, and accounts by OWNER and OWNER’S Affirmative Action Officer for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

ARTICLE 16

CIVIL RIGHTS COMPLIANCE

(1) If ARCHITECT / ENGINEER has twenty or more employees and receives \$20,000 in annual contracts with OWNER, ARCHITECT / ENGINEER shall submit to OWNER current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title VI and XVI of Public Service Health Act, Age Discrimination Act of 1975, Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. ARCHITECT / ENGINEER shall also file Affirmative Action (AA) Plan with OWNER in accordance with requirements of

Chapter 19 of Dane County Code of Ordinances. ARCHITECT / ENGINEER shall submit copy of its discrimination complaint form with its CRC/AA Plan. CRC/AA Plan must be submitted prior to effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by OWNER. If approved plan has been received during previous calendar year, plan update is acceptable. Plan may cover two-year period. ARCHITECT / ENGINEER who has less than twenty employees, but who receives more than \$20,000.00 from OWNER in annual contracts, may be required to submit CRC Action Plan to correct any problems discovered as result of complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If ARCHITECT / ENGINEER submits CRC/AA Plan to a Department of Workforce Development Division or to Department of Health and Family Services Division that covers services purchased by OWNER, verification of acceptance by State of ARCHITECT / ENGINEER'S Plan is sufficient.

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

(3) ARCHITECT / ENGINEER shall post Equal Opportunity Policy, name of ARCHITECT / ENGINEER'S designated Equal Opportunity Coordinator and discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. Complaint process will be according to OWNER'S policies and procedures, and made available in languages and formats understandable to applicants, clients and employees. ARCHITECT / ENGINEER shall supply to OWNER'S Contract Compliance Officer upon request, summary document of all client complaints related to perceived

discrimination in service delivery. These documents shall include names of involved persons, nature of complaints, and description of any attempts made to achieve complaint resolution.

(4) ARCHITECT / ENGINEER shall provide copies of all announcements of new employment opportunities to OWNER'S Contract Compliance Officer when such announcements are issued.

(5) If ARCHITECT / ENGINEER is government entity having its own compliance plan, ARCHITECT / ENGINEER'S plan shall govern ARCHITECT / ENGINEER'S activities.

ARTICLE 17

DOMESTIC PARTNERSHIP BENEFITS

(1) ARCHITECT / ENGINEER agrees to provide same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or cash equivalent if such benefit cannot reasonably be provided. ARCHITECT / ENGINEER agrees to make available for OWNER'S inspection ARCHITECT / ENGINEER'S payroll records relating to employees providing services on or under this Agreement or sub-agreement. If any payroll records of ARCHITECT / ENGINEER contain any false, misleading or fraudulent information, or if ARCHITECT / ENGINEER fails to comply with provisions of Chapter 25.016, Dane County Ordinances, contract compliance officer may withhold payments on Agreement; terminate, cancel or suspend Agreement in whole or in part; or, after due process hearing, deny ARCHITECT / ENGINEER right to participate in proposing on future County agreements for period of one year after first violation is found and for period of three years after second or subsequent violation is found.

ARTICLE 18

LIVING WAGE

(1) ARCHITECT / ENGINEER agrees to pay all workers employed by ARCHITECT / ENGINEER in performance of this Agreement, whether on a full-time or part-

time basis, prevailing living wage as defined in Chapter 25.015(1)(f), Dane County Ordinances. ARCHITECT / ENGINEER agrees to make available for OWNER inspection ARCHITECT / ENGINEER'S payroll records relating to employees providing services on or under this Agreement or subcontract.

(2) If any payroll records of ARCHITECT / ENGINEER contain any false, misleading or fraudulent information, or if ARCHITECT / ENGINEER fails to comply with provisions of Chapter 25.015 of Dane County Code of Ordinances, OWNER may withhold payments on Agreement, terminate, cancel or suspend Agreement in whole or in part, or, after due process hearing, deny ARCHITECT / ENGINEER right to participate in bidding on future OWNER contracts for period of one year after first violation is found and for period of 3 years after second violation is found.

(3) ARCHITECT / ENGINEER agrees to submit to OWNER certification as required in Chapter 25.015(7) of Dane County Code of Ordinances.

(4) ARCHITECT / ENGINEER agrees to display OWNER'S current living wage poster in prominent place where it can be easily seen and read by persons employed by ARCHITECT / ENGINEER.

(5) ARCHITECT / ENGINEER shall ensure that any subcontractors comply with provisions of this Chapter 25.

(6) What follows are exemptions from requirements of Chapter 25:

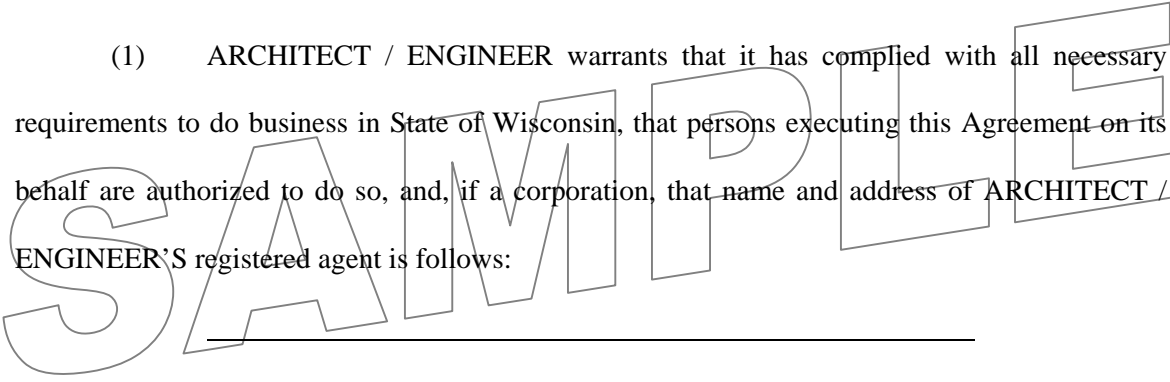
- (a) When Maximum Cost of Agreement is less than \$5,000;
- (b) When ARCHITECT / ENGINEER is school district, municipality, or other unit of government;
- (c) When employees are persons with disabilities working in employment programs and ARCHITECT / ENGINEER holds current sub-minimum wage certificate issued by U.S. Department of Labor or where such certificate could be issued but for fact that ARCHITECT / ENGINEER is paying wage higher than minimum wage;

- (d) When individual receives compensation for providing services to family member;
- (e) When employees are student interns;
- (f) When ARCHITECT / ENGINEER meets any other criteria for exemption outlined in Chapter 25.015(1)(d) of Dane County Code of Ordinances; and
- (g) Where Agreement is funded or co-funded by government agency requiring different living wage, higher wage requirement shall prevail.

ARTICLE 19

MISCELLANEOUS

(1) ARCHITECT / ENGINEER warrants that it has complied with all necessary requirements to do business in State of Wisconsin, that persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that name and address of ARCHITECT / ENGINEER'S registered agent is follows:



(2) ARCHITECT / ENGINEER shall notify OWNER immediately, in writing, of any change in its registered agent, his or her address, and ARCHITECT / ENGINEER'S legal status. For partnership, term "registered agent" shall mean general partner.

(3) This Agreement is intended to be agreement solely between 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 parties.

(4) Entire agreement of parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between parties relating to subject matter hereof.

Parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

(5) Parties may evidence their agreement to foregoing upon one or several counterparts of this instrument, which together shall constitute single instrument.

SAMPLE

IN WITNESS WHEREOF, OWNER and ARCHITECT / ENGINEER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of date by which all parties hereto have affixed their respective signatures, as indicate below.

* * * * *

FOR ARCHITECT / ENGINEER:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

SAMPLE

* * * * *

FOR OWNER:

Kathleen M. Falk, County Executive Date

Robert Ohlsen, County Clerk Date