



RFP NO. 317053

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. 317053
CONSTRUCTION QUALITY ASSURANCE REPRESENTATIVE
DANE COUNTY LANDFILL SITE NO. 2
7102 U.S. HIGHWAY 12 & 18
MADISON, WISCONSIN

Due Date / Time: **THURSDAY, FEBRUARY, 8, 2018 / 2:00 P.M.**

LOCATION: **PUBLIC WORKS OFFICE**

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

JOHN WELCH, SOLID WASTE MANAGER
TELEPHONE NO.: 608/516-4154
FAX NO.: 608/267-1533
E-MAIL: WELCH@COUNTYOFDANE.COM



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

608/266-4018

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

Joseph T. Parisi
County Executive

Assistant Director
Rob Nebel

Solid Waste Manager
John Welch, P.E.

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

www.countyofdane.com/pwht/public_works.aspx

January 11, 2018

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 317053 to provide professional engineering services as a Construction Quality Assurance Representative at Dane County Landfill Site No. 2. The Proposals are due on or before **2:00 p.m., Thursday, February 8, 2018**. No performance bond is required for this project.

SPECIAL INSTRUCTIONS

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

1. Place the signed Fair Labor Practices Certification as page 1.
2. Place the signed Addenda after the Fair Labor Practices Certification as page 2, if applicable.
3. Place the Proposal information after Fair Labor Practices Certification or Addenda.
4. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:
"Proposal No. 317053
Construction Quality Assurance Representative
2:00 p.m., Thursday, February 8, 2018"
5. Mail to:
John Welch, Solid Waste Manager
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call John Welch at 608/516-4154 or send email to Welch@countyofdane.com.

Sincerely,

John Welch

Solid Waste Manager

Enclosure: Request for Proposals No. 317053 Package

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Sample County of Dane Contract
Equal Benefits Compliance Payment Certification

ATTACHMENTS

RFB 317040 Stage 4 Final Cap and Phase 9, Cell 2 Liner Construction.

Pertinent information within the RFB can be found in the following sections:

1. Appendix A – Liner Construction Clay and Final Cover Barrier Layer Soil Laboratory and Field Test Results
2. Appendix B – Easy Street (Westport) Clay Borrow Information
3. Appendix C – Laboratory Test Results for Fine Grained Barrier Layer Soil in On-site Stockpiles
4. Appendix D – Construction Quality Assurance (CQA) Plan
5. Appendix E – Phase 9, Cell 2 Liner Construction Documentation Coordinate and Elevation Tables
6. Appendix F – Stage 4 Final Cover Construction Documentation Coordinate and Elevation Tables
7. Construction Plan Set (17 sheets)

SUPPLEMENTAL INFORMATION

Supplemental Information is available at Public Works Solid Waste Division, located at 1919 Alliant Energy Center Way, Madison, WI 53713.

1. Pre-Installation Report for Phase 9, Cell 1 Base Liner Construction (August 2014)
2. Construction Documentation Report for Phase 9, Cell 1 Base Liner Construction (December 2014)
3. Pre-Installation Report for Stage 3 Geosynthetic Final Cover Installation (September 2017)
4. Construction Documentation Report for Stage 3 Final Cover Installation (anticipated January 2018)
5. Pre-Installation Report for Phase 10, Cell 2 Base Liner Construction (August 2016)
6. Construction Documentation Report for Phase 10, Cell 2 Base Liner Construction (September 2017)

LEGAL NOTICE

REQUEST FOR PROPOSALS

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, FEBRUARY 8, 2018

REQUEST FOR PROPOSALS NO. 317053

CONSTRUCTION QUALITY ASSURANCE REPRESENTATIVE

DANE COUNTY LANDFILL SITE NO. 2

7102 U.S. HIGHWAY 12 & 18

MADISON, WISCONSIN

Dane County is inviting Proposals for professional engineering services as a Construction Quality Assurance Representative at Dane County Landfill Site No. 2. Two concurrent projects, Stage 4 Final Cover and Phase 9, Cell 2 Liner Construction, will take place Spring of 2018 with anticipated completion by Fall of 2018. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Proposals document & submit Proposals.

Request for Proposals document may be obtained after **2:00 p.m. on Thursday, January 11, 2018** by downloading it from bids-pwht.countyofdane.com. Please call John Welch, Solid Waste Manager, at 608/516-4154, or our office at 608/266-4018, 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 danepurchasing.com/registration or obtain one by calling 608/266-4131.

An informational site tour will be held January 25, 2018 at 12:00 p.m. at Dane County Landfill Site No. 2, starting at the Scale House. Proposers are strongly encouraged to attend this tour.

PUBLISH: JANUARY 11TH & 18TH, 2018 - WISCONSIN STATE JOURNAL
JANUARY 11TH & 18TH, 2018 - THE DAILY REPORTER

REQUESTED SERVICES AND BUSINESS INFORMATION

1. GENERAL INFORMATION

- A. Dane County is inviting Proposals for professional engineering services as a Construction Quality Assurance (CQA) Representative at Dane County Landfill Site No. 2. Two concurrent projects, Stage 4 Final Cover and Phase 9, Cell 2 Liner Construction, will take place Spring of 2018 with anticipated completion by Fall of 2018. These two projects will be completed by one General Contractor under a single prime contract.
- B. Selected construction quality assurance representative(s) shall be well-versed on the Request for Bid (RFB) 317040 Package titled "Stage 4 Final Cap and Phase 9, Cell 2 Liner Construction", included with this Request for Proposals package. **Please note, Appendix D of RFB is the Construction Quality Assurance (CQA) Plan. This plan describes in greater detail the required tasks of selected CQA representative(s).**
- C. Per Wisconsin Department of Natural Resources (WDNR), preconstruction and construction reports are required for any geosynthetic installation. **Previous reports are outlined in Supplemental Information and are available at our offices.** Firm shall be responsible for developing and submitting all reports to: Ann Bekta, Wisconsin Department of Natural Resources, South Central Region, 2514 Morse Street, Janesville, WI 53545 on behalf of Dane County. All costs associated with reports shall be the responsibility of the selected Firm. **Please note, all WDNR documentation for soil borrow sources shall be the responsibility of Dane County.**
- D. To be considered for this project, the Consultant must meet or exceed the following criteria:
1. Have at least one registered professional engineer as lead responsible member of the firm or project team for WDNR reporting purposes.
 2. Have proper testing equipment certification and a certified four-wheel drive vehicle for transporting testing equipment and on-site navigation.

2. SCOPE OF WORK

- A. Project deliverables and specific tasks are detailed in the *County of Dane Contract*.
- B. Construction Phase

The primary Scope of Work for this project is to represent Dane County during the construction of Stage 4 Final Cap and Phase 9, Cell 2 Liner. During the construction, Dane County requires the following services; on-site CQA representative(s), soil sampling and testing, geosynthetic sampling and testing, and reporting to WDNR. Each of the services are described in greater detail below.

1. On-site CQA representative(s)
 - a. Meet the following minimum requirements: full-time employee, two (2) years of field experience or a minimum of two (2) projects completed of similar scale. Please provide a resume in Section 2 of the Proposal Content.
 - b. Representative(s) shall be present at all meetings; including but not limited to, preconstruction and progress meetings. Dane County shall be responsible for the

preparation and distribution of meeting agenda and minutes. Progress meetings are anticipated to be bi-weekly meetings starting March 26, 2018. Important construction completion dates are below (per RFB 317040).

<u>DATE</u>	<u>EVENT</u>
September 7, 2018	Substantial Completion for Stage 4 Final Cap Construction and Westport Clay Borrow Site ¹
October 19, 2018	Substantial Completion for Phase 9, Cell 2 Liner Construction ¹
September 14, 2018	Stage 4 Final Cap Construction and Westport Clay Borrow Site
November 9, 2018	Phase 9, Cell 2 Liner Construction

¹Substantially complete means the following Work shall be completed:

Stage 4 Final Cap Construction

Topsoil placement completed and final grades established,
Erosion control devices installed and maintained, and
Area ready for restoration (Work by Owner).

Westport Clay Borrow Site

Final grading completed,
Erosion control devices installed and maintained, and
Site ready for restoration (Work by Owner).

Phase 9, Cell 2 Liner Construction

Installation of gradient control system,
Installation of clay and geomembrane liner,
Installation of drainage piping and drainage stone layer, and
Work ready for Electrical Resistivity Test of geomembrane
(Geomembrane Leak Location Survey).

- c. CQA Representative(s) shall lead pre-construction meeting for geosynthetics including but not limited to, coordinating meeting date(s), notifying all individuals, and preparing and distributing meeting agenda and minutes. Individuals required to be present at pre-construction meetings are as follows; WDNR representative, County representative, Contractor representative, and geosynthetic installer representative.
- d. A CQA representative(s) will **NOT** be required for Easy Street Clay Borrow Site. Dane County intends on providing CQA representative for that site.
- e. Dane County shall be responsible for erosion control permitting and CQA representative(s) shall be responsible for weekly erosion control inspections and documentation per NR 216.48(4).

2. Soil sampling and testing

- a. Dane County shall be responsible for WDNR plan modifications for soil borrow sources. Any field modifications shall be the responsibility of the Firm.

- b. Firm shall have their own testing equipment and certified operators with all proper and up-to-date certifications. Arrangements for testing equipment storage on-site may be made. If stored on-site, Firm shall be the sole party responsible for security and conformance with all standards.
- c. Develop and implement soil sampling and testing plan and any required drawings per CQA Plan in Appendix D of RFB 317040. All costs associated with soil sampling, transportation, and testing shall be borne by Firm.
- d. CQA representative(s) shall coordinate with Contractor for soil sampling and testing as to not delay construction.

3. Geosynthetic sampling and testing

- a. Coordination with geosynthetic installer and manufacturer for any sampling or testing required for quality control purposes.
- b. Develop and implement geosynthetic sampling and testing plan and any required drawings per CQA Plan in Appendix D of RFB 317040. All costs associated with sampling, transportation, and testing shall be borne by Firm.
- c. CQA representative(s) shall coordinate with Contractor for geosynthetic sampling and testing as to not delay construction.

4. WDNR reporting

- a. Firm shall be responsible for all reports submitted to WDNR and shall be stamped by a professional engineer registered in the state of Wisconsin. All reports submitted to WDNR shall be complete and submitted in a timely manner for appropriate approvals.

Dane County anticipates one submittal to WDNR including all Construction Documentation for both Stage 4 Final Cover and Phase 9, Cell 2 Liner Construction. Firm shall submit documentation report to WDNR two (2) weeks after substantial completion of Phase 9, Cell 2 Liner (October 19, 2018). In the event that Stage 4 Final Cover is not completed by substantial completion of Phase 9, Cell 2, two documentation reports shall be submitted to WDNR and Firm shall be reimbursed by County for additional submittal fees.

- b. Firm shall be responsible for the delivery of report to WDNR and distribution to selected Solid Waste Division engineers. All associated costs with report submittals shall be borne by Firm.
- c. County strongly encourages Proposer's to review supplemental information for previously approved pre-construction and construction documentation reports for geosynthetics.
- d. Appendix E and F of RFB 317040 contain Construction Documentation Coordinate and Elevation Tables for Phase 9, Cell 2 Liner and Stage 4 Final Cover, respectively.

3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in seven clearly distinct sections or divisions:

1. Proposer's cover letter, Signature Page, Addenda (if applicable), and Fair Labor Practices Certification.
2. Description of firm's qualifications, experience, organization and resources. This description must pay specific attention to the development and implementation of construction quality assurance plans. Description must include:
 - a. Experience with, or involvement in developing construction quality assurance testing and sampling plans;
 - b. Experience with, or involvement in developing and submitting reports to WDNR;
 - c. Related new construction experience; and
 - d. Resumes describing the professional affiliations, educational and work experiences for each of the key staff (including sub-contractors) that would be assigned to this Work; these key staff shall retain project involvement and oversight throughout the course of the Work.
3. Listing of at least three landfill quality assurance 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., CQA plan development and/or implementation, construction management, regulatory liaison, etc.);
 - b. Detail the proposing company's role(s) in the project;
 - c. Project references (name of the organization, contact person or responsible official, address, telephone and fax numbers, e-mail address);
 - d. Start and end dates of services; and
 - e. Specific details of originally proposed project budget and time of completion and final (actual) project budget and time of completion.
4. Description of planning and implementation techniques to be used in approaching the Work. Close attention will be paid to the A/E firm's knowledge and understanding of:
 - a. Regulatory requirements for both landfill final cover and liner construction at federal, state, and local government agencies;
 - b. Testing equipment standards, methods, and certification;
 - c. Soil and geosynthetic testing standards and methods for collection and analysis;
 - d. Construction best management practices; and
 - e. Anticipated on-site staffing levels for all phases of project.
5. Indicate individual staff availability and tentative timetable (in the form of a Gantt chart) for the project development, design and construction phases, using a theoretical start date of March 26, 2018. Include listing of other consultants who will participate in this Work and their area of expertise.
6. List four (4) fees for services **and** desired progress payment plan:
 - a. Stated as hourly fee for on-site CQA representative(s) and fixed weekly fee for project management and all other associated costs;
 - b. Stated as unit pricing added up to a fixed fee for soil sampling and testing;
 - c. Stated as unit pricing added up to a fixed fee for geosynthetic sampling and testing; and
 - d. Stated as fixed fee for preparation and submittal of preconstruction and construction documentation reports.

7. State clearly any limitations you wish to include in *County of Dane Contract* and advise of any conditions that you may have.

4. EVALUATION CRITERIA

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

Past Project References	30%
Relative Experience	30%
Pricing / Cost Proposal	20%
Approach to Project	<u>20%</u>
Total	100%

5. SITE TOUR

- A. A proposing company site tour will be held on January 25, 2018 at 12:00 p.m. at Dane County Landfill Site No. 2, starting at the Scale House. This cursory tour will go until approximately 1:00 p.m.. Proposing companies are strongly encouraged to attend this optional tour.

6. OWNER’S RESPONSIBILITY

- A. Dane County will provide all available reports and site information to selected Firm for successful completion of project, as deemed required by County.

7. TIMETABLE

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

<u>DATE</u>	<u>EVENT</u>
January 11, 2018	RFP issued
January 25, 2018 - 11:00 a.m.	Site tour
January 29, 2018 - 2:00 p.m.	Written inquiries due
February 1, 2018	Addendum (if necessary)
February 8, 2018 - 2:00 p.m.	Proposals due
February 12, 2018 (estimated)	Oral presentations / interviews for invited proposing companies
February 14, 2018 (estimated)	Notification of intent to award sent out
March 26, 2018 (estimated)	Agreement start date

8. ADDITIONAL INFORMATION

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from John Welch, Public Works Project Manager, 608/516-4154, Welch@countyofdane.com.

- C. Since RFP documents are obtained from the Dane County web site, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Thursday, February 8, 2018.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach of this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- G. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) calendar days following the proposal due date.
- H. Dane County is an Equal Opportunity Employer.

FAIR LABOR PRACTICES CERTIFICATION

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

- A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has submitted a bid, application or proposal for a contract or agreement with the county of Dane.

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

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

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

Officer or Authorized Agent Signature Date

Printed or Typed Name and Title

Printed or Typed Business Name

NOTE: You can find information regarding the violations described above at: www.nlrb.gov 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.

Include this completed Certification with your bid, application or proposal.

COUNTY OF DANE CONTRACT

Number of Pages, including schedules: 13
Agreement No. _____
Expiration Date: November 9, 2018
Authority: Res. _____, 2017-2018
Department: DCPW – Solid Waste
Maximum Cost: _____
Registered Agent: _____
Address: _____

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

WITNESSETH:

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

WHEREAS PROVIDER, whose address is _____,
is able and willing to provide such services;

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

- I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. **SERVICES.**
 - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
 - B. Professional services performed or furnished under this Agreement shall be based on the care and skill ordinarily used by members of the profession involved, who practice under

the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code. The PROVIDER shall be professionally responsible for work performed under this Agreement.

- C. By accepting this Agreement, the PROVIDER represents possession of the necessary skill and other qualifications to perform work under this Agreement and is familiar with the practices in the locality where such services and work shall be performed.
- D. 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.
- E. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

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

IV. TERMINATION.

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable

compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.
- VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VIII. INSURANCE.
- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

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

Commercial/Business Automobile Liability.

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

Environmental Impairment (Pollution) Liability

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

Workers' Compensation.

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

Umbrella or Excess Liability.

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

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be

determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XI. CIVIL RIGHTS COMPLIANCE.
- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in

conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the living wage as defined in section 25.12(g)(2), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.12 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.12(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.12(e)(d) of the Dane County Code of Ordinances; and
 - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.13, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Controller 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 Controller 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 Controller as set forth in 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."

XV. MISCELLANEOUS.

A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

SAMPLE

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

FOR PROVIDER:

Date Signed: _____

Date Signed: _____

* * *

FOR COUNTY:

Date Signed: _____

JOSEPH T. PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

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

rev. 12/17

SCHEDULE A

Scope of Services

- I. Scope of services are outlined in RFP 317053 in Requested Services and Business Information section.

- II. Additional responsibilities are outlined below:
 - a. The PROVIDER's site representative shall observe the construction process to evaluate the adequacy and completeness of the construction contractor(s) compliance with the Construction Documents, and shall immediately report any noncompliance to the COUNTY Project Manager in writing.

 - b. Should the PROVIDER become aware that the work of any contractor or subcontractor in place or underway does not conform to the work or quality required by the Construction Documents, the COUNTY Project Manager shall be immediately notified in writing. It is appropriate for the PROVIDER to also immediately advise the contractors of substantial deficiencies, and that notification of these deficiencies will be made to COUNTY. The PROVIDER shall furnish such data as necessary to inform COUNTY of the degree of the noncompliance with the Construction Documents, the cause thereof, the impact on schedule and cost, if known, and a recommended course of conduct. COUNTY shall be solely responsible for implementation of the PROVIDER's recommendation. This assumption of responsibility by COUNTY shall not relieve the PROVIDER for negligence in the discovery of the condition, which was or should have been discovered.

 - c. If the PROVIDER considers suspension of construction work appropriate, the PROVIDER shall notify COUNTY in writing and state the reasons, which, in the professional opinion of the PROVIDER, justify such action.
 - i. PROVIDER shall only suspend construction work without approval from COUNTY if human life or safety is at risk. PROVIDER shall notify COUNTY immediately following the incident and provide written documentation of the incident.

 - d. Necessary professional services or construction required to repair or overcome problems caused by errors, omissions, ambiguities or changes not authorized by COUNTY shall be the responsibility of the PROVIDER, without additional cost to COUNTY.

SCHEDULE B

Payment Terms

- I. PROVIDER fees for basic services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:
 - a. Hourly fee of \$[_____.00] for on-site CQA representative(s) for an estimated total cost of \$[_____.00],
 - b. Weekly fixed fee of \$[_____.00] for project management and all other associated costs for an estimated total cost of \$[_____.00],
 - c. Unit pricing added up to a fixed fee of \$[_____.00] for soil sampling and testing,
 - d. Unit pricing added up to a fixed fee of \$[_____.00] for geosynthetic sampling and testing, and
 - e. Fixed fee of \$[_____.00] for preparation and submittal of preconstruction and construction documentation reports.
 - i. The PROVIDER fee for professional services shall be in accordance with the terms of this Agreement and based on the scope of services contained in the [Request for Proposals, PROVIDER Proposal], dated [Month, Day, 20XX], including any subsequent Addenda.
 - ii. No change in fee shall result from incidental expenses incurred by PROVIDER.
- II. Payments of the PROVIDER's fee will be made monthly, in proportion to services performed as confirmed by COUNTY.
- III. No more than ninety percent (90%) of the PROVIDER's maximum cost shall be paid out prior to substantial completion of the project. When COUNTY confirms substantial completion, COUNTY will determine how and when the remaining lump sum fee is disbursed.
- IV. A PROVIDER whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.
 - a. Payments to the PROVIDER may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the PROVIDER. COUNTY will notify the PROVIDER in writing of the alleged, specific damages and amounts involved, on a timely basis.
- V. Payments to the PROVIDER will not be withheld due to disputes between construction contractor(s) and COUNTY.

- VI. If the project is suspended for more than three (3) months in whole or in part, the PROVIDER will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by COUNTY. If the project is resumed after being suspended for more than three (3) months, the PROVIDER's compensation will be subject to renegotiation.

SAMPLE

SCHEDULE C

Reporting Terms

- I. PROVIDER to deliver Preconstruction Reports to WDNR four (4) weeks prior to geosynthetic installation. If PROVIDER fails to delivery Report to WDNR by listed date, PROVIDER shall pay COUNTY \$500.00 per week per Report as penalty for late Report.
- II. PROVIDER to deliver Construction Documentation Report to WDNR within two (2) weeks after substantial completion of Phase 9, Cell 2 Liner Construction. If PROVIDER fails to delivery Report to WDNR by listed date, PROVIDER shall pay COUNTY \$2,000.00 per week as penalty for late Report.
- III. PROVIDER to provide weekly erosion control inspection and documentation per NR 216.48(4). If PROVIDER fails to provide inspections and documentation per NR 216.48(4), PROVIDER shall pay COUNTY \$100.00 per incident as penalty for late inspection and documentation.

EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION FORM

PURPOSE

25.13 of the Dane County Ordinance requires that each contractor receiving payment for contracted services must certify that he or she has complied fully with the requirements of Chapter 25.13 “Equal Benefits Requirement” of the Dane County Ordinances. Such certification must be submitted prior to the final payment on the contract.

This form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.

CERTIFICATION

I, _____ certify that
Printed or Typed Name and Title

Printed or Typed Name of Contractor

has complied fully with the requirements of Chapter 25.13 of the Dane County Ordinances “Equal Benefits Requirements”.

Signed _____

Date _____

For questions on this form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.