

# Dane County Contract Cover Sheet

Revised 01/2022

Res 237  
Significant

<b>Dept./Division</b>	Dane County Department of Waste and Renewables		
<b>Vendor Name</b>	SCS Engineers	<b>MUNIS #</b>	21897
<b>Brief Contract Title/Description</b>	Award of Contract for Engineering Design and Permitting Services for the Proposed Dane County Landfill Site No. 3		
<b>Contract Term</b>	until July 1, 2027		
<b>Contract Amount</b>	\$1,394,561.00		

<b>Contract #</b> Admin will assign	14888
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Ali Rathsack	<b>Name</b>	Sherren Clark
<b>Phone #</b>	608-514-2319	<b>Phone #</b>	608-224-2830
<b>Email</b>	rathsack.allison@countyofdane.com	<b>Email</b>	sclark@scsengineers.com
<b>Purchasing Officer</b>	Pete Patten		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b> 322023
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b> 2562	<b>Org:</b> SWRODFLD	<b>Obj:</b> 58103	<b>Proj:</b>	\$ 1,394,561.00
	<b>Year</b> 2022	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	<b>Res #</b> 237
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b> 2022

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Dave Gault-Corp Counsel	<input type="checkbox"/> Non-standard Contract

APPROVAL
<b>Dept. Head / Authorized Designee</b>


APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 11/7/22	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Wednesday, November 9, 2022 1:15 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14888  
**Attachments:** 14888.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 11/10/2022 8:38 AM	Approve: 11/10/2022 8:38 AM
	Rogan, Megan	Read: 11/9/2022 2:43 PM	Approve: 11/9/2022 2:43 PM
	Gault, David	Read: 11/9/2022 4:14 PM	Approve: 11/9/2022 4:15 PM
	Lowndes, Daniel		Approve: 11/9/2022 2:28 PM
	Stavn, Stephanie	Read: 11/10/2022 9:26 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14888

Department: Waste & Renewables

Vendor: SCS Engineers

Contract Description: Engineering Design & Permitting Services for the Proposed Landfill Site No. 3 (Res 237)

Contract Term: 12/1/22 – 7/1/27

Contract Amount: \$1,394,561.00

Thanks much,  
Michelle

*Michelle Goldade*

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2022 RES-237

AWARD OF CONTRACT FOR  
ENGINEERING DESIGN AND PERMITTING SERVICES FOR THE PROPOSED DANE  
COUNTY LANDFILL SITE NO. 3

The Department of Waste & Renewables reports the receipt of proposals for engineering design and permitting services for the proposed Dane County Landfill Site No. 3, Proposal No. 322023.

A complete tabulation is on file at the Department of Waste & Renewables office. The most qualified proposer is:

SCS Engineers  
2830 Dairy Drive  
Madison, WI 53718

Total: \$1,394,561.00

The Waste and Renewables staff finds the amount to be reasonable and recommends the proposal be awarded to SCS Engineers. The term of the borrowing used to support this project will be 10 years.

**NOW, THEREFORE, BE IT RESOLVED** that a Contract be awarded to SCS Engineers in the amount of \$1,394,561.00; and

**BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized and directed to sign the Contract; and

**BE IT FURTHER RESOLVED** that the Department of Waste and Renewables be directed to ensure complete performance of the Contract; and

**BE IT FINALLY RESOLVED** that the Public Works & Transportation Committee shall approve all change orders to the Contract, subject to submission of change orders to the County Board for approval where the sum involves \$20,000 or more than 10% of the original approved Contract amount, whichever is smaller.

**COUNTY OF DANE**  
**PROFESSIONAL SERVICES AGREEMENT**  
**SIGNATURE PAGE**

Date: 11/7/22  
Project No.: 322023  
Agreement No.: 14888

**THIS AGREEMENT** is between the County of Dane, by its Department of Waste & Renewables, hereinafter referred to as “COUNTY”, and SCS Engineers, 2830 Dairy Drive, Madison, WI 53718, hereinafter called the “ENGINEER”.

**WITNESSETH**

**WHEREAS**, COUNTY proposes securing engineering services for a project described as follows:

Professional Engineering Design and Permitting Services for the Proposed Dane County Landfill Site No. 3

**WHEREAS**, COUNTY deems it advisable to engage the services of the ENGINEER to furnish professional services in connection with this project, and

**WHEREAS**, COUNTY has authority to engage such services, and

**WHEREAS**, the ENGINEER represents that it is in compliance with the applicable Wisconsin Statutes relating to the registration of professional engineers and geologists, and has agreed to furnish professional services for COUNTY,

**NOW, THEREFORE**, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the following pages, which are annexed hereto and made a part hereof.

**IN WITNESS WHEREOF**, COUNTY and the ENGINEER have executed this Agreement as of the above date.

**SCS Engineers**

**COUNTY OF DANE**



\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Joseph T. Parisi, County Executive Date

Sherren Clark

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Scott McDonell, County Clerk Date

Vice President

\_\_\_\_\_  
Title

54-0913440

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

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

**COUNTY OF DANE**  
**PROFESSIONAL SERVICES AGREEMENT**  
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## **1. ARTICLE 1: SCOPE OF AGREEMENT**

- 1.A. This Agreement between COUNTY and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as the “ENGINEER” shall be governed by the following Terms and Conditions.
- 1.B. The ENGINEER shall provide technical and professional services under this Agreement. The Terms and Conditions of this Agreement shall apply to modifications made to this Agreement and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
- 1.C. The ENGINEER shall serve as the professional technical advisor and consultant to COUNTY in matters arising out of or incidental to the performance of this Agreement and in that capacity, the ENGINEER shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Agreement, except as that duty may arise under the laws of the State of Wisconsin. The ENGINEER is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 1.D. 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.
- 1.E. By accepting this Agreement, the ENGINEER 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.
- 1.F. The ENGINEER shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the ENGINEER may subcontract work to an approved consultant under this Agreement, to the specific extent authorized by COUNTY. The authorization to subcontract shall not relieve the ENGINEER of professional or contractual responsibility for any work performed or delivered under this Agreement. The authorization to subcontract shall not be construed to create any contractual relationship between COUNTY and such consultant.
- 1.G. Subcontracts for services under this Agreement shall provide that work performed under such subcontract, shall be subject to provisions of this Agreement and shall also provide that any professional duty or responsibility pertaining thereto shall be accomplished to the benefit of COUNTY. Upon request, an electronic copy of each such subcontract for which COUNTY approval is granted shall be furnished to COUNTY.
- 1.H. The ENGINEER may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
- 1.I. In the performance of this Agreement, the ENGINEER shall become familiar with and perform such services in accordance with the specifications set forth in the Request for Proposals document.

## **2. ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED**

- 2.A. ENGINEER shall provide the Scope of Services as detailed in Attachment A.

## **3. ARTICLE 3: COUNTY'S RESPONSIBILITIES**

- 3.A. COUNTY will determine the project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.

- 3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.
- 3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to the ENGINEER data or documents known to COUNTY or requested by the ENGINEER, which may be needed for the fulfillment of the professional responsibility of the ENGINEER.
- 3.D. COUNTY will communicate to the ENGINEER the format of the documents required to be submitted.
- 3.E. COUNTY will examine documents submitted by the ENGINEER and will render decisions regarding them promptly, to avoid unreasonable delay in the progress of the ENGINEER's work.

#### **4. ARTICLE 4: COMPENSATION**

- 4.A. COUNTY shall compensate ENGINEER as detailed in Attachment B, Compensation Schedule.
- 4.B. Base Fee: The Base Fees shall include all costs necessary to perform the work, including but not limited to, meetings, data gathering, design, processing, subcontractors, equipment and materials, reproducing and mailing submittals, and other work as outlined in each Phase.
- 4.C. Allowances: Allowances shall be used for additional information requested by regulatory agencies. ENGINEER shall use the Rate Schedule in Attachment B, when billing under an allowance.
- 4.D. Unit Rates: Unit rates will include all costs for materials and labor necessary to perform specified work. Payment will be based on actual quantities, outside of Work included in the Base Fee.
- 4.E. Rate Schedule: ENGINEER shall maintain these rates until December 31, 2024 at which point the rates shall be adjusted by the All Urban Consumer- Minneapolis-St. Paul, Minnesota-Wisconsin CPI, or equivalent if unavailable.
- 4.F. An ENGINEER 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.
  - 4.F.1) Payments to the ENGINEER may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the ENGINEER. COUNTY will notify the ENGINEER in writing of the alleged, specific damages and amounts involved, on a timely basis.

#### **5. ARTICLE 5: ACCOUNTING RECORDS**

- 5.A. Records of the ENGINEER's direct personnel, consultants, and reimbursable expenses pertaining to the project shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and shall be available to COUNTY or an authorized representative throughout the term of this Agreement and for at least three (3) years after final payment to the ENGINEER.

#### **6. ARTICLE 6: TERMINATION OF AGREEMENT**

- 6.A. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the ENGINEER. In the event of termination, the ENGINEER will be paid

fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by COUNTY. Work performed prior to the date of termination shall be in accordance with the terms and conditions of this Agreement. Upon termination, the results of such work shall immediately be turned over to the COUNTY Project Manager and is a condition precedent to further payment by COUNTY.

- 6.B. In the event the Agreement between the ENGINEER and any consultant on this project is terminated, the results of work by that consultant shall immediately be turned over to the ENGINEER.

## **7. ARTICLE 7: OWNERSHIP OF DOCUMENTS**

- 7.A. All reports, drawings, specifications, renderings, models, details, and other such documents prepared by the ENGINEER or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the ENGINEER's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- 7.B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to the ENGINEER.
- 7.C. Specifications and isolated, detail drawings inherent to the engineering design of the project, whether provided by the COUNTY or generated by the ENGINEER, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.

## **8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION**

- 8.A. ENGINEER 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 ENGINEER's negligence or intentional wrongful acts furnishing the services 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 or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of ENGINEER under this paragraph shall survive the expiration or termination of this Agreement.

## **9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE**

- 9.A. The ENGINEER and its consultants retained under the terms of this Agreement shall procure and maintain a professional liability insurance policy with at least \$1,000,000 in coverage that provides for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The ENGINEER shall provide up-to-date, accurate professional liability information on the ENGINEER's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the ENGINEER shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The ENGINEER shall not cancel or materially alter this coverage without prior written approval by COUNTY. The ENGINEER shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

## **10. ARTICLE 10: OTHER INSURANCE**

10.A. The ENGINEER and its consultants retained under terms of this Agreement shall:

10.A.1) Maintain Worker's Compensation Insurance:

10.A.1) a. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the ENGINEER's and consultant's employees engaged in work associated with the project under this Agreement.

10.A.1) b. Maintain Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Insurance may be met by a combination of primary and excess coverage.

10.A.2) Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of the ENGINEER as insureds.

10.A.3) Procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Insurance may be met by a combination of primary and excess coverage.

10.A.4) Provide an insurance certificate indicating the above Commercial Liability Insurance and property damage coverage, countersigned by an insurer licensed to do business in Wisconsin, covering and maintained for the period of the Agreement. Upon request by COUNTY, the insurance certificate is to be presented on or before execution of the Agreement.

## **11. ARTICLE 11: MISCELLANEOUS PROVISIONS**

11.A. ENGINEER 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.

11.B. Legal Relations. The ENGINEER shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this project and in effect on the date of this Agreement.

11.C. Approvals or Inspections. None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the ENGINEER from any duty or responsibility it has for its professional performance, unless COUNTY formally assumes such responsibility in writing from COUNTY so stating that the responsibility has been assumed.

11.D. Successors, Subrogees and Assigns. COUNTY and ENGINEER each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Agreement.

11.E. Claims. The ENGINEER's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the

COUNTY Director of Waste & Renewables for review and resolution. The decision of the Director of Waste & Renewables shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.

- 11.F. Amendment of Agreement. This Agreement may be amended in writing by both COUNTY and ENGINEER.
- 11.G. 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.
- 11.H. 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.
- 11.I. 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.

## **12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT**

12.A. During the term of this Agreement, ENGINEER 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). ENGINEER 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.

### 12.B. Civil Rights Compliance:

12.B.1) If ENGINEER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the ENGINEER 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. ENGINEER 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. ENGINEER 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. If ENGINEER has less than twenty (20) employees, but receives more than \$20,000 from the COUNTY in annual contracts, it 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 ENGINEER 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 ENGINEER's Plan is sufficient.

- 12.B.2) ENGINEER agrees to comply with the COUNTY's civil rights compliance policies and procedures. ENGINEER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the ENGINEER. ENGINEER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. ENGINEER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- 12.B.3) ENGINEER shall post the Equal Opportunity Policy, the name of ENGINEER'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. ENGINEER shall supply to COUNTY's Contract Compliance Specialist 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.
- 12.B.4) ENGINEER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Specialist when such announcements are issued.

## ATTACHMENT A – SCOPE OF SERVICES

### 1. General:

- a. Services are to be provided by the ENGINEER in each of the following phases:

Phase 1: Subsurface Exploration Oversight  
Phase 2: Environmental Monitoring  
Phase 3: Local Approval and Negotiation  
Phase 4: Soil Borrow Source Permitting  
Phase 5: Completion of Feasibility Report (FR) and Plan Set per NR 512  
Phase 6: Completion of Plan of Operation Report (POO) and Plan Set per NR 514  
Phase 7: Construction Plan Set and Specifications

ENGINEER may continue to the next Phase of Work, prior to COUNTY's approval, at ENGINEER's own risk.

- b. An assigned COUNTY Waste & Renewables Project Manager will be the ENGINEER's contact in securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.
- c. The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.
- d. Wisconsin Department of Natural Resource (WDNR) Completeness: If WDNR determines any Phase of the Work is incomplete, ENGINEER is solely responsible for preparing necessary documentation to satisfy WDNR completeness requirements. COUNTY will not reimburse for Work required to address incompleteness.
- e. WDNR Requested Additional Information: ENGINEER shall address additional requests for information from WDNR following each Phase. Work will be done on a Time and Materials basis.
- f. Document Submittals: Submittals to WDNR shall comply with NR 500.05. All hard copies submitted to Dane County shall be accompanied with electronic versions delivered on a USB flash drive or ShareFile. Electronic versions shall include Microsoft Word, PDF, and any other original files types (AutoCAD, Microsoft Excel, PowerPoint, etc.).
- g. Meetings and Communications: ENGINEER shall prepare monthly status reports including budget status (by major task), work completed in past month, work planned for next month, and problems or issues to be resolved. ENGINEER shall attend meetings described in each phase of the Work.
- h. ENGINEER shall furnish all labor, materials, equipment, and services necessary to complete the given reports and perform the necessary tests required for the completion of the reports and documentation.
- i. Laboratory Certification: ENGINEER shall be aware that the WDNR requires that all water quality tests specified in this RFP be conducted by a certified laboratory as defined in ss. 144.95(1)(b) Wisc. Stats.
- j. ENGINEER shall be the Engineer of Record, shall stamp, and be responsible for all document and drawing submissions.

### 2. Phase 1 - Subsurface Exploration Oversight:

- a. ENGINEER shall contract with a drilling company for the required drilling work as detailed in Attachment F, of the Request for Proposals dated September 8, 2022. Updates to the drilling work plan and associated figures and tables are considered out of scope.

COUNTY shall allot a budgetary number for drilling work and ENGINEER shall provide COUNTY with quote and timeline from drilling contractor prior to commencing any drilling work.

ENGINEER shall file a locate request with Diggers Hotline for public utility location marking at least three (3) business days prior to commencing drilling work, and shall obtain a Diggers Hotline Positive Response prior to commencing drilling work.

Drilling and oversight work will require close coordination with the City of Madison to minimize damage to the golf course. Overseer will also need to coordinate with COUNTY staff for spoil removal.

Subsurface exploration oversight work shall be consistent with NR 512.09(3), laboratory and field analysis consistent with NR 512.09(4), and NR 512.09(6) for landfills with extended leachate collection lines. Borings shall be consistent with all requirements in NR 512.09(1) and wells shall be consistent with all requirements in NR 512.09(2).

Note, all soil and bedrock samples collected shall be retained in accordance with NR 507.05. COUNTY may request additional sampling if clay, potentially suitable for liner construction, is encountered. Any additional clay sampling or analysis shall be considered Out of Scope.

- b. Required Meetings

- i. Kick-Off Meeting with City of Madison staff and awarded Drilling Contractor
- ii. Weekly Check-In Meetings (anticipated to be 30 minutes)
- iii. Documentation Review Meeting prior to WDNR submittal

- c. Submittals

- i. Daily Field Notes: Submitted on a weekly basis that details time of arrival for oversight personnel and drilling contractor, time of departure for oversight personnel and drilling contractor (including any breaks), location of drilling work, depth of drilling work, equipment and methods used for drilling, materials used for well development, any field or laboratory samples collected, any correspondence between oversight personnel and drilling contractor, City of Madison staff, or COUNTY personnel, and any other pertinent information.
- ii. Well and boring documentation as required under NR 141.23. Additionally, soil testing data shall be summarized in a table, as outlined in NR 512.10(2)(a) and (d).
- iii. For COUNTY's records, well and boring documentation shall be compiled in the following order for each well or boring: soil boring log, sealing and abandonment log (if applicable), monitoring well construction and development logs (if applicable), monitoring well and point information table (if applicable), and all necessary soil or water analyses. Additionally, a table summarizing pertinent construction or development information shall be included as part of the subsurface exploration work.

- d. Timeline

- i. COUNTY anticipates the drilling work to occur over eight (8) weeks but is highly dependent on ground and weather conditions.

- ii. Well and borehole construction documentation shall be submitted within 60 days after construction or installation per NR 141.23.

3. Phase 2 - Environmental Monitoring:

- a. Environmental monitoring shall be consistent with NR 512.09(4)(e) through NR 512.09(4)(g) and include all work necessary to complete stabilized water level measurements and baseline groundwater monitoring.
- b. Required Meetings
  - i. Kick-off Meeting with City of Madison staff.
- c. Submittals
  - i. Proposed Monitoring Schedule: ENGINEER shall create a monitoring and sampling schedule as required under NR 512. Prior to conducting any monitoring or sampling events, ENGINEER shall notify COUNTY and the City of Madison, at least 48 hours in advance, and confirm any necessary site requirements or considerations.
  - ii. Monitoring Event Field Notes: After each monitoring and sampling event, ENGINEER shall provide COUNTY with field notes detailing date, time of arrival, weather conditions, precipitation in the last 24 hours, time of measurement or sampling at each well, in-field measurement or sampling results for each well, and time of departure from site.
  - iii. When laboratory results become available, ENGINEER shall submit to COUNTY in a single table detailing individual wells, parameters sampled at each well, and laboratory results of each parameter for each well.
- d. Timeline
  - i. Proposed Monitoring Schedule shall be submitted to COUNTY prior to the Kick-Off Meeting for initial review. COUNTY understands this monitoring schedule is likely to change depending on precipitation events.
  - ii. Field Notes shall be submitted to COUNTY within one (1) week of monitoring or sampling event.
  - iii. Laboratory results shall be submitted to COUNTY, within one (1) week of results returned from the laboratory.

4. Phase 3 - Local Approval and Negotiation Process

- a. ENGINEER shall initiate the Local Approval and Negotiation Process per Wisconsin State Statute (Wis. Stat.) 289.33 and 289.22. COUNTY will take the lead on all local approvals and negotiated agreements.

ENGINEER will be required to provide assistance with local approval applications and document or report preparation, as necessary.

- b. Required Meetings
  - i. Kick-off meeting
  - ii. Municipality response meeting
  - iii. Two Pre-Application meetings
  - iv. Two Public meetings
- c. Submittals

- i. ENGINEER shall prepare and submit notifications to affected municipalities, per Wis. Stat. 289.33 and 289.22.
- ii. ENGINEER shall prepare a landscaping and screening plan to assist with local approvals and negotiations.
- iii. ENGINEER shall prepare renderings from four (4) different viewpoints to assist with local approvals and negotiations.
- iv. ENGINEER shall prepare line-of-sights from four (4) different viewpoints to assist with local approvals and negotiations.

d. Timeline

- i. Per Wis. Stat. 289.22(1m), affected municipalities shall respond to the written local approval notification within 15 days of receipt. Prior to constructing the proposed landfill, COUNTY shall apply for each local approval.
- ii. Schedule for local negotiation process shall follow Wis. Stat. 289.33.

5. Phase 4 - Soil Borrow Source Permitting

- a. Soil borrow source permitting work will occur in the following stages:

Stage 1: ENGINEER shall be responsible for assisting COUNTY in identifying a clay borrow source under NR 504.075. The ideal clay borrow source would be within a 15 mile radius of the proposed landfill site, preferably owned by COUNTY, and have clay sufficient for multiple liner construction events. ENGINEER shall generate a list of potential borrow sites and present to COUNTY to determine if field investigations, consisting of excavation of test pits to facilitate subsurface observation and sample collection, will be pursued.

After identifying potential borrow sites, ENGINEER will be responsible for creating a field and laboratory investigation plan, compliant with NR 504.075(5). COUNTY will provide the equipment and operators necessary to conduct the field investigations. ENGINEER will be responsible for field oversight, soil sampling, and laboratory analyses.

After field investigations and laboratory analyses are completed, ENGINEER shall compile data and evaluate against the volumes necessary to complete the initial phase per NR 512.15. At this time, COUNTY may pursue the option to permit multiple borrow sites.

Stage 2: ENGINEER shall submit an Initial Site Inspection (ISI) Request for the proposed borrow source, per NR 509.04. ENGINEER shall present data and visuals in a format that complies with NR 504.075(7) and prepare necessary submittals where applicable under NR 504.075(9) through NR 504.075(11). All information in Stage 2 will be used in the FR, as required by NR 512.

ENGINEER shall also apply for all applicable permits, including but not limited to, stormwater and erosion control permits through state and local regulatory agencies, rezoning applications (if necessary), conditional use permits, and Non-Metallic Mining Reclamation Permit. All permits for soil borrow source permitting efforts shall be obtained prior to letting the Request for Bid to construct the initial phase of the proposed landfill (Phase 7).

- b. Required Meetings

- i. Kickoff Meeting
- ii. Meeting to Review the List of Potential Borrow Sites
- iii. Pre-Field Investigation Meeting
- iv. Data Review and Clay Quantification Meeting

- v. ISI Request Review Meeting
- vi. ISI with WDNR  
Four (4) permitting check-in meetings

c. Submittals

- i. Prepare a list of viable clay borrow sites that rank each potential site by distance from proposed landfill and associated hauling costs, property owner and associated purchase costs of land or clay, and data to support available liner quality clay.
- ii. Contents of field investigation plan shall follow NR 504.075(5) for each potential source. Draft plan shall be submitted to COUNTY for review.
- iii. Contents of ISI request shall follow NR 509.04(4) for one source. Draft ISI request shall be submitted to COUNTY for review. Following COUNTY approval, ENGINEER to submit final ISI request to WDNR's field office, WDNR's Bureau of Waste Management, and COUNTY personnel.
- iv. Contents of data presentation shall follow NR 504.075(7) for one source. Draft data presentation shall be submitted to COUNTY for review and ultimately incorporated into the FR as applicable under NR 512.15 (2).
- v. Contents of other necessary submittals shall follow NR 504.075(9) through NR 504.075(11) for one source. Draft submittals shall be submitted to COUNTY for review.
- vi. Permit application packages as applicable under Stage 2, for one source. COUNTY to review all packages prior to submittal to regulatory agencies. COUNTY will pay applicable permitting fees and attend any required public meetings.

d. Timeline

- i. Per NR 502.04(2)(d), WDNR will conduct an inspection within 22 business days of the ISI request. Within 22 business days after inspection, WDNR will give a preliminary opinion and identify any additional studies or information required to show compliance with applicable standards. ENGINEER will be required to attend the inspection and prepare any follow-up information required by WDNR.
- ii. WDNR's Initial Site Inspection Response shall be incorporated into the FR, as required under NR 512.15.

6. Phase 5 - Feasibility Report And Plan Set per NR 512:

- a. Includes completion of a FR for submittal to WDNR. The FR shall incorporate additional information requested by WDNR from the ISR, done under a separate Contract, and include all contents under NR 512, where applicable. COUNTY will require ENGINEER to perform an analysis into the anticipated waste streams and projected growth as it relates to C&D fines and residuals.

ENGINEER is responsible for requesting any applicable exemptions, if necessary, and shall be included in the Base Fee for Phase 5.

b. Required Meetings

- i. Kickoff Meeting
- ii. Bi-weekly check-in meetings
- iii. 25% meeting
- iv. 50% meeting
- v. 90% meeting
- vi. Two WDNR meetings and three Public meetings during this Phase.

c. Submittals

- i. Check-in Meetings: ENGINEER shall prepare bi-weekly check-in agendas and meeting minutes and submit to COUNTY.
- ii. Feasibility Report: ENGINEER shall prepare draft FR per NR 512 and submit to COUNTY. Following COUNTY approval, ENGINEER to submit final FR to WDNR's field office and COUNTY personnel. Please note, FR cannot be submitted until the Local Approval Application Prerequisite conditions are met (Wis. Stat. 289.23).
- iii. Prepare and submit any applicable exemptions to the appropriate regulatory bodies.

d. Timeline

- i. Per NR 512.06(3), WDNR will determine completeness within 60 days of FR submittal.
- ii. If FR is deemed complete, WDNR will publish a Class I public notice and issue a preliminary determination if an environmental impact statement is required.
- iii. After WDNR final determination, the next Phase of Work may commence (Plan of Operations and Plan Set), subject to COUNTY's approval. ENGINEER may continue to the next Phase of Work, prior to COUNTY's approval, at ENGINEER's own risk.

7. Phase 6 - Plan Of Operation (POO) and Plan Set Per NR 514:

- a. Includes completion of a Plan of Operations (POO) and Plan Set for submittal to WDNR. The POO shall incorporate additional information requested by WDNR from the FR and include all contents under NR 514, where applicable. POO shall also include pipe strength calculations as required by NR514 for extended leachate collection lines.

ENGINEER shall complete the following Research, Development and Demonstration Plans, as part of the POO:

- Leachate recirculation
- Free liquids acceptance

b. Required Meetings

- i. Kickoff Meeting
- ii. Bi-weekly check-in meetings
- iii. 25% meeting
- iv. 50% meeting
- v. 90% meeting
- vi. Two WDNR meetings and one Public meeting during this Phase.

c. Submittals

- i. Check-in Meetings: ENGINEER shall prepare bi-weekly check-in agendas and meeting minutes and submit to COUNTY.
- ii. Plan of Operations Report: ENGINEER shall prepare draft POO report per NR 514 and submit to COUNTY. ENGINEER, following COUNTY approval, to submit final POO report and Plan Set to WDNR's field office and COUNTY personnel.
- iii. Plan Set: ENGINEER shall prepare draft Plan Set per NR 514 and submit to COUNTY. ENGINEER to submit final POO report and Plan Set to WDNR's field office and COUNTY personnel.

d. Timeline

- i. Per NR 514.04(4), WDNR will determine completeness within 30 days of POO and Plan Set submittal. If submitted with the FR, WDNR will determine completeness within 30 days after FR is deemed complete.
- ii. WDNR will give approval or disapproval within 90 days of submitting the POO and Plan Set. If POO and Plan Set are submitted simultaneously with the FR, WDNR will give approval or disapproval within 60 days after favorable final determination (whichever is later).
- iii. After POO Report and Plan Set are submitted to WDNR, the next Phase of Work may commence (Construction Plan Set and Specifications), subject to COUNTY's approval. ENGINEER may continue to the next Phase of Work, prior to COUNTY's approval, at ENGINEER's own risk.

8. Phase 7 - Construction Plan Set and Specifications

- a. Includes the completion of a Construction Plan Set and Specifications for the first phase of the proposed Dane County Landfill Site No. 3 to ensure compliance with NR 504. COUNTY will be responsible for preparing the required front-end documents. Consultant will be required to prepare the estimated quantities for the Bid Form, construction tables, specifications, and Plan Set necessary for potential construction contractors to build the initial phase.
- b. Required Meetings
  - i. Kickoff meeting
  - ii. 75% meeting
  - iii. 95% meeting
  - iv. Pre-bid meeting
- c. Submittals
  - i. ENGINEER shall prepare a Construction Plan Set and Specifications to ensure the constructability of the initial phase of the proposed Dane County Landfill Site No. 3.
- d. Timeline
  - i. Prepare Construction Plan Set and Specifications within 6 months of the POO approval.

## ATTACHMENT B – COMPENSATION SCHEDULE

### 1. Base Fees

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

- a. Base Fee 1 (Phase 1, Well Documentation Reports): \$126,730.00. Payments shall be made at completion of each milestone as outlined below:

- i. Acceptance by COUNTY of draft well documentation reports: 97%
- ii. Acceptance by COUNTY of final well documentation reports: 100%

Base Fee 1 includes 440 hours of drilling oversight. Time beyond 440 hours shall be charged at \$118 per hour, and must be approved in advance by COUNTY.

Base Fee 1 includes in-field hydraulic conductivity testing for two monitoring wells.

- b. Base Fee 2 (Phase 1, Subsurface Laboratory Analyses): \$10,670.00. Payments shall be made at completion of work.

COUNTY shall allot a budgetary number for contracting with a drilling company in the amount of \$400,000.00 including a maximum 10% mark-up by ENGINEER.

ENGINEER shall provide COUNTY with actual quote from drilling company.

- c. Base Fee 3 (Phase 2, Environmental Monitoring): \$69,270.00. Payments shall be made at completion of each milestone as outlined below:

- i. First monitoring event: 22%
- ii. Second monitoring event: 32%
- iii. Third monitoring event: 43%
- iv. Fourth monitoring event: 53%
- v. Fifth monitoring event: 64%
- vi. Sixth monitoring event: 74%
- vii. Seventh monitoring event: 85%
- viii. Eighth monitoring event: 95%
- ix. Ninth monitoring event: 98%
- x. Final monitoring event: 100%

Base Fee 3 includes all sampling and testing work as required under NR 500 and NR 140.

- d. Base Fee 4 (Phase 3, Local Approval and Negotiation Process): \$11,740.00. Payments shall be made at completion of each milestone as outlined below:

- i. Submittal of notifications to affected municipalities: 36%
- ii. Acceptance by COUNTY of draft renderings and line of sights: 87%
- iii. Acceptance by COUNTY of final renderings and line of sights: 100%

- e. Base Fee 5 (Phase 4, Soil Borrow Source Permitting Work): \$114,430.00. Payments shall be made at completion of each milestone as outlined below:

- i. Completion of Stage 1: \$78,680.00
- ii. Completion of Stage 2: \$35,750.00

Base Fee 5 includes up to 20 acres of site investigation for three (3) sites, for a total of 60 acres. Site investigation includes six (6), 10 hour days for field work.

Base Fee 5 does not include surveying work, a wetland delineation, an endangered species survey, or an archeological, scientific, or historical survey.

- f. Base Fee 6 (Phase 5, Feasibility Report and Plan Set per NR 512): \$227,490.00.  
Payments shall be made at completion of each milestone as outlined below:
  - i. Acceptance by COUNTY of draft Feasibility Report and Plan Set: 96%
  - ii. Acceptance by COUNTY of final Feasibility Report and Plan Set: 100%
  
- g. Base Fee 7 (Phase 6, Plan of Operations and Plan Set per NR 514): \$253,520.00.  
Payments shall be made at completion of each milestone as outlined below:
  - i. Acceptance by COUNTY of draft Plan of Operations and Plan Set: 97%
  - ii. Acceptance by COUNTY of final Plan of Operations and Plan Set: 100%
  
- h. Base Fee 8 (Phase 7, Construction Plan Set and Specifications): \$85,810.00. Payments shall be made at completion of each milestone as outlined below:
  - i. Acceptance by COUNTY of draft Construction Plan Set and Specifications: 94%
  - ii. Acceptance by COUNTY of final Construction Plan Set and Specifications: 100%

At COUNTY's sole discretion, partial payments may be made between milestone payments.

2. Allowances

ENGINEER shall be paid allowances on the basis of work completed and are included in the total Contract amount, capped at a maximum of \$94,901.00, as outlined below:

- a. For the completion of Phase 5, titled Feasibility Report and Plan Set per NR 512, the sum of \$56,873.00 (\$34,124.00 to address additional WDNR information and \$22,749.00 for local approval assistance).
- b. For the completion of Phase 6, titled Plan of Operations and Plan Set per NR 514, the sum of \$38,028.00.

Allowances are to address any additional information requested from WDNR and local approval assistance. Expenses incurred as part of allowances shall be billed directly to COUNTY on a time and materials based on the Rate Schedule, the total of which cannot exceed the allowance cap.

3. Unit Rates

If additional wells are required to be monitored and sampled, ENGINEER shall be paid through a Contract Amendment, the unit rate of \$600.00 per well.

If additional consolidation testing is required, ENGINEER shall be paid through a Contract Amendment, the unit rate of \$1,320.00 per test.

If additional drawings are required, ENGINEER shall be paid through a Contract Amendment based on unit rates outlined below:

- a. For additional rendering viewpoints, the unit rate of \$1,549.00 per viewpoint.
- b. For additional line of sight drawings, the unit rate of \$1,549.00 per drawing.

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

- a. For attendance at additional WDNR, the unit rate of \$1,291.00 per meeting.

b. For attendance at additional Public meetings, the unit rate of \$1,527.00 per meeting.

4. Rate Schedule

Additional costs borne by ENGINEER and approved by COUNTY shall be based on rates outlined below submitted by ENGINEER on October 6, 2022. Rates are effective through December 31, 2024.

Services		
Description	Unit	Unit Price
Project Director	Hour	\$225 - \$250
Senior Project Advisor	Hour	\$200 - \$225
Senior Project Manager	Hour	\$175 - \$200
Project Manager / Senior Project Professional	Hour	\$140 - \$165
Project Professional	Hour	\$130 - \$136
Staff Professional	Hour	\$124
Associate Professional	Hour	\$118
Field Professional	Hour	\$118
Senior Designer / CAD Technician	Hour	\$118
Senior Technician	Hour	\$106
Project Administrator	Hour	\$102
Designer / CAD Technician	Hour	\$99
Technician	Hour	\$81
Administrative Assistant	Hour	\$81

Equipment and expenses outlined in ENGINEER’s proposal dated October, 6, 2022 shall remain effective until December 31, 2024.

Costs for additional sub-consultants, subcontractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus 15 percent.

5. COUNTY may increase the cost to include additional services outside Schedule A per the Rate Schedule, as mutually agreed upon by ENGINEER and COUNTY, in the form of a Contract Amendment.
6. ENGINEER shall issue an invoice upon completion of work, delivered electronically to the Waste & Renewables Project Manager. Invoices shall reference the COUNTY Purchase Order (PO) number associated with the Contract.
7. If ENGINEER is timely with respect to all its obligations under this AGREEMENT, the COUNTY shall make payments due within 30 days of the dates of completion of ENGINEER’S obligations or of billing date, as appropriate. If ENGINEER fails to meet time limits, COUNTY’S payments will be delayed an additional 30 days.
8. COUNTY shall be responsible for all permit application fees and any necessary surveying work.