

Dane County Contract Cover Sheet

Revised 01/2026

Res 444
significant

Dept./Division	Waste + Renewables		
Vendor Name	Cricket Design Works	MUNIS #	35290
Brief Contract Title/Description	Design, fabrication and installation of Education Center interpretive elements		
Contract Term	April 1, 2026 - December 31, 2028		
Contract Amount	175,800.00		

Contract # Admin will assign	16314
Type of Contract	
☒	Dane County Contract
☐	Intergovernmental
☐	County Lessee
☐	County Lessor
☐	Purchase of Property
☐	Property Sale
☐	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	Wyeth Augustine-Marceil	Name	Kristin Redman
Phone #	608-590-9534	Phone #	608-255-0002
Email	augustine-marceil.wyeth@danecounty.gov	Email	kgr@cricketdesignworks.com
Purchasing Officer	Pete Patten		

Purchasing Authority	☐ \$13,000 or under – Best Judgment (1 quote required)		
	☐ Between \$13,000 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	☐ Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	☐ Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)		
	☐ Bid Waiver – Over \$46,000 (N/A to Public Works)		
	☒ Cooperative Contract	Contract Name & #	UWMSN-2024-BRAND STRATEGY, MARKE
☐ N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other			

MUNIS Req.	Req #	1569	Org:	SWSUSTAN	Obj:	51042	Proj:		\$	175,800.00
			Org:		Obj:		Proj:		\$	
	Year	2026	Org:		Obj:		Proj:		\$	

Budget Amendment	
☐	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.

Resolution Required if contract exceeds \$100,000	☐ Contract does not exceed \$100,000		
	☒ Contract exceeds \$100,000 – resolution required.	Res #	444
	☒ A copy of the Resolution is attached to the contract cover sheet.	Year	2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☒ No modifications.	☐ Modifications and reviewed by:	☐ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Welch, John	Digitally signed by Welch, John Date: 2026.05.05 18:50:21 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
Slaven, Shelby	Digitally signed by Slaven, Shelby Date: 2026.05.07 16:04:06 -05'00'
	David Gault

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 5/6/26	Date Out: _____
☒ Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, May 7, 2026 1:33 PM
To: Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16314
Attachments: 16314.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/7/2026 2:56 PM	Approve: 5/7/2026 2:56 PM
	Patten, Peter	Read: 5/7/2026 1:50 PM	Approve: 5/7/2026 3:25 PM
	Gault, David	Read: 5/7/2026 1:45 PM	Approve: 5/7/2026 1:47 PM
	Cotillier, Joshua	Read: 5/11/2026 9:06 AM	Approve: 5/11/2026 9:09 AM
	Oby, Joe		

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

Contract #16314

Department: Waste & Renewables

Vendor: Cricket Design Works

Contract Description: Design, fabrication & installation of Education Center interpretive elements (Res 444)

Contract Term: 4/1/26 – 12/31/28

Contract Amount: \$175,800.00

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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

AWARD OF AGREEMENT FOR DESIGN, FABRICATION AND INSTALLATION OF EDUCATION CENTER INTERPRETIVE ELEMENTS

BE IT FINALLY RESOLVED that the Department of Waste and Renewables be directed to ensure complete performance of the Agreement.

DANE COUNTY CONTRACT # 16314

Revised 06/2024



Department: Waste + Renewables

Provider: Cricket Design Works

Expiration Date: December 31, 2028

Maximum Cost: \$175,800.00

Registered Agent (if applicable):

Registered Agent Address:

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

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of design, development, fabrication, and fundraising support to develop a Waste Education Center within the future Sustainability Campus; and

WHEREAS PROVIDER, whose address is 1925 Monroe St #3, Madison, WI 53711, is able and willing to provide such services;

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

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be

deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. **ASSIGNMENT/TRANSFER:**

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. **TERMINATION:**

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's

insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

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

5. Workers' Compensation.

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

6. Umbrella or Excess Liability.

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

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

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

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve

component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

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

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

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

XVI. ENTIRE AGREEMENT:

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

XVII. COUNTERPARTS:

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

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

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

whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

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

XXI. DEBARMENT:

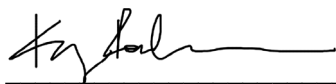
By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

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

FOR PROVIDER:



Kristin Redman
Principal

03/27/26

Date

* * *

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

SCHEDULE A

Scope of Services

Background: Waste + Renewables (COUNTY) is developing a new landfill and Sustainability Campus (Campus), located at 7103 Millpond Road and 4402 Brandt Road in Madison, Wisconsin. The Campus is intended to be a publicly-accessible hub for materials management, sustainability, and waste diversion. COUNTY anticipates breaking ground on the Campus project in 2026. The first phase of development will consist of earthwork, roadways and three buildings integral to site operations – a scale house, maintenance shop, and administrative building.

Within the administrative building, COUNTY is developing a Waste Education Center (WEC) to serve as a center for applied education and community engagement around topics of circular economy, waste diversion, and sustainable materials management. The WEC is comprised of three primary spaces – a 100-person meeting space, a makerspace, and an atrium/hall intended for interpretative display and other elements. Cricket Design Works (PROVIDER) shall provide planning, design, fabrication, and installation of interpretive and educational elements for the WEC. This work shall convey the values and operations of the COUNTY, showcase sustainable materials, and advance the public understanding the circular economy.

This scope of work (SOW) accommodates two scenarios. COUNTY has submitted a grant to the Wisconsin Department of Administration Non-State Grant Program (DOA Grant) that would fund this project. The two scenarios are: (Scenario 1) COUNTY is not awarded DOA Grant funds and (Scenario 2) COUNTY is awarded DOA Grant funds.

TASKS AND DELIVERABLES

PROVIDER shall work with COUNTY to provide the following services. Each task shall begin upon COUNTY's written approval. PROVIDER may perform work in a Task, prior to conclusion of preceding Task or COUNTY approval, at PROVIDER's own risk.

TASK 1. PROJECT PLANNING

Timeline: February 1 2026 – March 15, 2026

Description: PROVIDER shall conduct initial project planning and visioning to establish themes and content direction for WEC interpretive elements.

Project planning, shall build out two potential development approaches – (1) for the unsuccessful DOA Grant which is appropriately scaled for budgeted funds and (2) for the successful DOA Grant, which is more ambitious and can be completed within the grant-funded budget.

Deliverables:

- Kickoff meeting with larger COUNTY group and potentially other key external partners.
- Minimum one (1) meeting and coordination with COUNTY's architecture and engineering partner (Strang, Inc) to address needs for power and mounting (completed before end of February)
- Coordinate regular standing meetings (minimum biweekly) and deliver meeting minutes with smaller COUNTY project team (1-4)
- Preliminary content framework and spatial concept for interpretive displays for each development scenario (minimum viable space and a fully developed space).
- Project roadmap outlining key milestones, dependencies, and resource needs for each development scenario.

- Summary planning document to include, at a minimum: project goals, educational goals, interpretive content, guiding principles, interpretive themes (e.g., sustainability, circularity, education, innovation), and spatial concepts for which interpretive displays shall be located within WEC for each development scenario.

TASK 2. PARTNER AND COMMUNITY ENGAGEMENT

Timeline: March 15, 2026 – December 1, 2026

Description: PROVIDER to support COUNTY to develop messaging and marketing tools to advance future participation in the WEC among stakeholders and the broader community.

Deliverables:

- Minimum two (2) coordination meetings with COUNTY staff to refine messaging and engagement strategy.
- Creation of minimum three (3) social media posts to generate awareness and excitement about the future WEC.
- Creation of minimum two (2) email/blog post style updates to generate awareness and excitement about the future WEC.
- Creation of minimum one (1) press release on WEC.
- Creation of Workplan and Priorities Document that will allocate and estimate funds across the installations and prioritize the funding of the fabrication of projects that can be handled within this contract.

TASK 3. CONTENT DESIGN, INSTALLATION PLANNING, AND PRODUCTION PREPARATION

Timeline: March 1, 2026 – January 1, 2027

Description: PROVIDER shall design interpretive and educational exhibits within the WEC and prepare detailed plans for production and installation. All design work shall be reviewed and approved by COUNTY prior to fabrication. PROVIDER may utilize subcontractors for content development and specialized fabrication and installation under County approval. PROVIDER shall complete design and fabrication plans for a minimum of seven (7) distinct interpretive elements to be selected and co-developed with COUNTY. Interpretive elements shall be selected and developed around project themes and topics, such as waste diversion, recycling, renewable natural gas, circular economy, recycling, reuse.

Deliverables:

- Facilitate one (1) content design check-in meeting (estimated June 15, 2026) to align available funds and project charter to establish project priorities and total estimated cost for the project space for both design and fabrication. This checkpoint will serve as an opportunity to check in on funding needs and prioritization of the first phase installation and to create allocated allowances for each of the priority items.
 - PROVIDER will rescope the work to fit within the available budget and activate task 4 to support funding the remaining work in the Workplan. PROVIDER will not be responsible for fabrication of installations that exceed the budget of this Contract.
- For each exhibit or display area listed below, the PROVIDER shall:
 - Provide up to two rounds of design revisions for County review and approval
 - Refine production budgets and finalize specifications
 - Create design for fabrication documents for each element
 - Finalize interpretive element content and installation specifications
 - Transfer original, editable files to County

- Interpretive elements may include some or all of the following illustrative examples:
 - Material Library – Wall-mounted display of waste- and bio-based materials with interpretive signage and plinths.
 - Hanging Sustainable Art Installation – Suspended sculptural piece using locally sourced, diverted materials.
 - Plinths and Interpretive Elements – 3–4 freestanding displays showcasing reclaimed material artworks.
 - Circularity Wall – Large-scale graphic installation illustrating Dane County’s evolution toward circularity.
 - Campus Map – Wall-mounted visual guide and story of the Campus design and interrelated systems.
 - Redefining Waste Exhibit – Wall-based display interpreting the lifecycle of waste as material for the future.
 - Internal Branding Wall – Staff-facing display highlighting departmental values and milestones.

TASK 4. FUNDRAISING + GRANTMAKING (OPTIONAL)

Timeline: If needed due to unsuccessful DOA Grant funds

Description: If COUNTY is not awarded DOA Grant funds, PROVIDER shall guide a fundraising initiative to seek private or public funds to cover as much of fabrication and installation costs as feasible. PROVIDER shall support COUNTY’s efforts to secure external funding and partnerships to realize the interpretive elements. Work includes identifying grant and sponsorship opportunities, developing outreach materials, and preparing donor communications.

Deliverables:

- Extensive list of potential funding sources, including justification for inclusion, contacts, and websites for each.
- Creation of a potential-contributor one pager to explain the project and what a donation would support.
- Creation of a potential-contributor pitch deck to explain the project and what a donation would support.
- Completion of at least one (1) grant application on the COUNTY’s behalf for funds to support the creation of the WEC.
- PROVIDER must directly contribute to the securing of funds at least equal to 25% of the total cost of Task 5.

TASK 5. FABRICATION AND INSTALLATION

Timeline: January 1, 2027 – August 1, 2027*

Description: Following COUNTY approval of final design documents, PROVIDER shall coordinate and oversee the fabrication and installation of a minimum of four (4) distinct interpretive and educational exhibits within the WEC. Work includes sub-contractor coordination, on-site supervision during installation, coordination with COUNTY’s general construction contractor, and quality control to ensure all components meet approved specifications and County standards for durability, accessibility, and safety. Fabrication of interpretive elements shall incorporate sustainability elements in their content as well as construction, which may be achieved by: using recycled/reclaimed, low-embodied carbon and/or healthy materials, incorporating design for disassembly, design for repair, and/or design for durability.

Deliverables:

- Installation plan and sequence approved by COUNTY.
- Completed fabrication and installation of all agreed-upon interpretive elements to be completed in coordination with completion and opening of whole building.
- Any necessary coordination with COUNTY's architecture, engineering, and/or construction vendors.
- Supervision and documentation of installation activities.
- Final inspection and acceptance by COUNTY staff.
- Operations and maintenance documentation and materials for installed elements.

*Please note that this timeline may need to be adjusted depending on construction timelines for the administrative building and Sustainability Campus as a whole.

TASK 6. SUSTAINABILITY CAMPUS VIDEO DOCUMENTATION

Timeline: February 1, 2026 – August 1, 2027

Description: PROVIDER shall oversee the development of a video documentary capturing the construction and physical development of the Sustainability Campus, emphasizing circularity and sustainable practices in action.

Deliverables:

- Pre-production plan including themes, subjects, and production schedule.
- Filming of site activities, interviews, and milestones.
- Edited 10-15 minute video for in-center display and 2-3 minute version for online use.
- Delivery of all final video files optimized for web and large-screen presentation.

TASK 7. SUSTAINABILITY CAMPUS SIGNAGE DESIGN ADVISORY

Timeline: February 1, 2026 – April 30, 2026

Description: PROVIDER shall provide advising services for building and wayfinding signage designs for Sustainability Campus signage package to be developed by County's A/E contractor (Strang).

Deliverables:

- Coordinate with A/E contractor (Strang) on requirements/specifications on signage.
- Provide two rounds of feedback on proposed site signage.
- Create minor new design elements for use on signage on an as needed basis.

PROJECT MANAGEMENT

The PROVIDER shall provide regular updates and coordinate closely with COUNTY staff throughout all project phases. All subcontractors to the PROVIDER engaged for content development, fabrication, or installation must be approved by COUNTY prior to work commencement.

SCHEDULE B

Pricing Structure and Payment

Pricing Structure

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

Task	Description	Lump Sum Fee
Phase 1		
Task 1	Project Planning	\$15,000
Task 2	Partner and Community Engagement	\$3,800
Task 6	Sustainability Campus Video Documentation	\$11,500
Task 7	Signage Design	\$1,000
Phase 2		
Task 3	Content Design, Installation Planning, and Production Preparation	\$67,000
Phase 3 (Optional)		
Task 4	Fundraising + Grantmaking	\$10,000
Phase 4		
Task 5	Fabrication and Installation	\$67,500
Total		\$175,800.00

COUNTY may increase the cost to include additional services outside Schedule A, as mutually agreed upon by PROVIDER and COUNTY, in the form of a Contract Amendment.

Payment:

PROVIDER shall issue an invoice upon completion of services and/or distribution of project deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein.

Payments to the PROVIDER may be withheld if work is found deficient or fails to conform to the requirements set forth in the AGREEMENT. COUNTY shall notify the PROVIDER in writing of the deficiencies, on a timely basis.

Email delivery of invoices to the COUNTY Project Manager and invoices-waste@danecounty.gov is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted.