

Dane County Contract Cover Sheet

Revised 01/2024

Res 401
significant

Dept./Division	Dane County Department of Waste & Renewables		
Vendor Name	Cornerstone Environmental Group, LLC A Tetra Tech Company	MUNIS #	10272
Brief Contract Title/Description	Award of Agreement for Category 1 scope of work for closed landfill infrastructure assessment and construction oversight, in preparation for installation of commercial solar array (RFP 324018)		
Contract Term	5/12/2025 to 12/31/2026		
Contract Amount	\$222,500		

Contract # Admin will assign	15835
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	Alex Thomas	Name	David Sonne
Phone #	608-516-1542	Phone #	630-212-8806
Email	thomas.alex@danecounty.gov	Email	david.sonne@tetrattech.com
Purchasing Officer	Pete Patten		

Purchasing Authority	☐ \$13,000 or under – Best Judgment (1 quote required)		
	☐ Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	☒ Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	324018
	☐ Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)		
	☐ Bid Waiver – Over \$44,000 (N/A to Public Works)		
	☐ N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Req #	1625	Org: SWMETHGO	Obj: 51108	Proj:	\$ 222,500.00
			Org:	Obj:	Proj:	\$
	Year	2025	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 #	401
	☒ A copy of the Resolution is attached to the contract cover sheet.	Year	2024

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☐ No modifications.	☒ Modifications and reviewed by: Dave Gault, 4/9/25	☐ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2025.04.09 08:24:12 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 4/29/25	Date Out: _____	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, April 30, 2025 2:15 PM
To: Hicklin, Charles; Gault, David; Cotillier, Joshua; Rogan, Megan
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15835
Attachments: 15835.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 4/30/2025 2:59 PM	Approve: 4/30/2025 3:02 PM
	Gault, David	Read: 4/30/2025 2:16 PM	Approve: 4/30/2025 2:21 PM
	Cotillier, Joshua		Approve: 4/30/2025 2:43 PM
	Rogan, Megan	Read: 4/30/2025 2:38 PM	Approve: 4/30/2025 2:39 PM
	Stavn, Stephanie		
	Oby, Joe		

Megan – I'm including you because Pete is out until Friday.

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

Contract #15835

Department: Waste & Renewables

Vendor: Cornerstone Environmental Group

Contract Description: Category 1 Scope of Work for closed landfill infrastructure assessment & oversight (to prep for solar array) – Res 401

Contract Term: 5/12/25 – 12/31/26

Contract Amount: \$222,500.00

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. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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

COUNTY OF DANE
PROFESSIONAL SERVICES AGREEMENT
SIGNATURE PAGE

Date: 4/7/2025

Project No.: 324018

Agreement No.: 15835

THIS AGREEMENT is between the County of Dane, by its Department of Waste & Renewables (W&R), hereinafter referred to as "COUNTY", and Cornerstone Environmental Group, LLC - A Tetra Tech Company, 8413 Excelsior Drive, Suite 160, Madison, WI 53717, hereinafter called the "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY proposes securing design and construction services for a Project described as follows:

Infrastructure Upgrades at Closed Verona Landfill

WHEREAS, COUNTY deems it advisable to engage the services of the CONSULTANT to furnish professional services in connection with this Project, and

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the CONSULTANT represents that it is in compliance with the applicable Wisconsin Statutes relating to the registration of architects and professional engineers and designers, 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 CONSULTANT have executed this Agreement as of the above date.

Cornerstone Environmental Group, LLC

a Tetra Tech Company



04/28/2025

Signature

Date

Prentiss A. Shaw

Printed Name

President

Title

95-4148514

Federal Employer Identification Number (FEIN)

COUNTY OF DANE

Melissa Agard, County Executive

Date

Scott McDonell, County Clerk

Date

1. ARTICLE 1: SCOPE OF AGREEMENT

- 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 “CONSULTANT” shall be governed by the following Terms and Conditions.
- B. The CONSULTANT 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.
- C. The CONSULTANT 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 CONSULTANT 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 CONSULTANT is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 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. The standard of care for architectural and engineering services under this Agreement shall include designing buildings, structures and / or related infrastructural systems that comply with all applicable building and safety codes.
- E. By accepting this Agreement, the CONSULTANT 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.
- F. The CONSULTANT shall review and become familiar with the current Division 00 & 01 requirements utilized by COUNTY in construction contracts and shall provide services and work, consistent with such requirements, so that the Contractor’s schedule is not negatively impacted.
- G. The CONSULTANT shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the CONSULTANT 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 CONSULTANT 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.
- H. 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.
- I. The CONSULTANT may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
- J. In the performance of this Agreement, the CONSULTANT shall become familiar with and perform such services in accordance with the specifications set forth in the Request for Proposals document. The COUNTY reserves the right to update County Master Specifications Division 00 and Division 01 at any time, including after the signing date of this Agreement. The CONSULTANT shall use and conform to the most current County Master Specifications Division 00 and Division 01 available at the time of Final Review Documents and the CONSULTANT shall not be eligible for a change order based upon alterations to said County Master Specifications Division 00 and Division 01 occurring after the date of Agreement signing.

1. In the event that the COUNTY updates the County Master Specifications Division 00 and Division 01 after the signing of this Agreement, the CONSULTANT shall make a reasonable attempt to accommodate the changes as the design progresses. If such a change requires significant re-work to the design, the CONSULTANT shall contact the COUNTY Project Manager to discuss resolution options.

K. For this project the following terms shall be in use:

1. The Project: The entirety of what is required to conceive, design, build, commission, start-up & troubleshoot the work for which this RFP and any subsequent RFB(s) are published.
2. Project Budget: The total amount of funds the County has allocated for the Project. This includes contingencies, fees, costs for design services, commissioning services, and the Construction Budget.
3. Construction Budget: The portion of the Project Budget specifically allocated for construction services, or the accepted bid amount including any alternate bids.
4. Construction Opinion of Probable Cost: The CONSULTANT's cost estimate for the Construction Budget before any bids are received.
5. Project Planning Team: Dane County staff from the respective department and Department of Waste & Renewables (W&R) and CONSULTANT. Occasionally, others may join or provide input to this team.

2. ARTICLE 2: COUNTY'S RESPONSIBILITIES

- A. COUNTY shall determine the Project scope for which the professional design services are required and shall fully cooperate in achieving completion of that work.
- B. COUNTY shall establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the Project.
- C. COUNTY shall provide available information regarding the requirements for the Project, which set forth COUNTY's objectives for program, schedule and overall Project Budget. COUNTY shall make available to the CONSULTANT data or documents known to COUNTY or requested by the CONSULTANT, which may be needed for the fulfillment of the professional responsibility of the CONSULTANT. Documents provided by COUNTY shall not relieve the CONSULTANT from the responsibility for conducting a field survey to verify existing conditions as specified herein.
- D. COUNTY shall communicate to the CONSULTANT the format of the documents required to be submitted.
- E. COUNTY shall examine documents submitted by the CONSULTANT and shall render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the CONSULTANT's work. COUNTY shall coordinate review comments from the Department of Waste & Renewables (W&R) and COUNTY staff prior to issuance to the CONSULTANT.
- F. COUNTY shall distribute Construction Documents and any necessary addenda to prospective bidders and conduct the bid opening for the Project.
- G. COUNTY shall prepare and process the Agreements between COUNTY and CONSULTANT, and between COUNTY and construction contractor(s).
- H. Unless otherwise specified in this Agreement, COUNTY shall arrange for services of a testing laboratory to furnish structural, chemical, mechanical and other laboratory tests, inspections and reports as required by law or deemed necessary by COUNTY.

3. ARTICLE 3: ACCOUNTING RECORDS

- A. Records of the CONSULTANT'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 CONSULTANT.

4. ARTICLE 4: TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by COUNTY without cause with ten (10) calendar days written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall 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 prior to final payment by COUNTY.
- B. In the event the Agreement between the CONSULTANT and any consultant on this Project is terminated, the results of work by that consultant shall immediately be turned over to the CONSULTANT.

5. ARTICLE 5: OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- A. All reports, drawings, specifications, renderings, models, details, and other such documents prepared by the CONSULTANT or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the CONSULTANT's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- B. COUNTY may use documents prepared under this Agreement for informational purposes without additional compensation to the CONSULTANT. If COUNTY uses or modifies documents without involvement or written consent of the CONSULTANT or its sub-consultant(s), COUNTY shall remove name and signatures of the CONSULTANT or its sub-consultant(s) from documents prior to such use or modification. Any such use or modification shall be at sole risk of COUNTY and without liability for the CONSULTANT or its sub-consultant(s).
- C. Specifications and isolated, detail drawings inherent to the architectural/engineering design of the Project, whether provided by the COUNTY or generated by the CONSULTANT, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.
- D. Confidential Information. "Confidential Information" shall mean any and all information, technical data and related material disclosed or made available by the COUNTY to the CONSULTANT or their officers, directors, employees, subconsultants, subcontractors, contractors, representatives, or agents that is (a) not generally known to the public, and (b) identified as confidential, or, to a reasonable person, would be expected to be confidential due to its character and nature, including, but not limited to: financial information or projections; contract details; costs; pricing; designs, specifications and uses of products and services; product research; trade secrets; developments; inventions; processes; equipment settings; operational parameters; facilities; engineering techniques; data, know-how, or formats; software; business and strategic plans; business opportunities; employees; and other significant and valuable business information.
 - 1. Disclosure to Subcontractors. CONSULTANT shall maintain Confidential Information in the strictest confidence and shall only disclose information to the extent necessary. Prior to the limited disclosure of confidential information to subconsultants or agents, the CONSULTANT shall obtain the written agreement of such subconsultants to be bound by confidentiality.
 - 2. Ownership of Information. All right, title and interest in and to the Confidential Information shall be and remain vested in the COUNTY. CONSULTANT shall not be granted any license or right of any kind with respect to the Confidential Information, other than to use the Confidential Information for the limited purposes of the Project.
 - 3. Disclosure Required by Law. If the CONSULTANT is requested or required by law (by deposition, interrogatories, subpoenas, civil investigative demand or similar process) to disclose any Confidential Information or the existence of negotiations between the parties, the CONSULTANT shall, unless prohibited by law, promptly notify the COUNTY of such request.

6. ARTICLE 6: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

- A. CONSULTANT shall indemnify and hold harmless 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 the CONSULTANT furnishing the services required to be provided under this Agreement, but only to extent caused or resulting from intentional or negligent acts of the CONSULTANT or its sub-consultant(s) and 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 the CONSULTANT under this paragraph shall survive the expiration or termination of this Agreement.

7. ARTICLE 7: PROFESSIONAL LIABILITY INSURANCE

- A. The CONSULTANT 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 CONSULTANT shall provide up-to-date, accurate professional liability information on the CONSULTANT's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the CONSULTANT 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 CONSULTANT shall not cancel or materially alter this coverage without prior written approval by COUNTY. The CONSULTANT shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

8. ARTICLE 8: OTHER INSURANCE

- A. The CONSULTANT and its consultants retained under terms of this Agreement shall:
1. Maintain Worker's Compensation Insurance:
 - a. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the CONSULTANT's and consultant's employees engaged in work associated with the Project under this Agreement.
 - 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.
 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 CONSULTANT as insureds.
 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.
 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.

9. ARTICLE 9: MISCELLANEOUS PROVISIONS

- A. CONSULTANT 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.
- B. Legal Relations: The CONSULTANT 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.
- C. Approvals or Inspections: None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the CONSULTANT 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.
- D. Successors, Subrogees and Assigns: COUNTY and CONSULTANT 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.
- E. Claims: The CONSULTANT's project manager shall 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 the Department of Waste & Renewables (W&R) for review and resolution. In the event the claim remains unresolved, either party may pursue legal resolution in circuit court. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue shall be in Dane County, Wisconsin.
- F. Amendment of Agreement: This Agreement may be amended in writing by both COUNTY and CONSULTANT.
- 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.
- 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.
- 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.
- J. Execution: 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 CONSULTANT. CONSULTANT shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by CONSULTANT is authentic.
 - 1. This Agreement has no effect until signed by both parties. The submission of this Agreement to CONSULTANT for examination does not constitute an offer. CONSULTANT warrants that the persons executing this Agreement on its behalf are authorized to do so.
 - 2. This Agreement, and any amendment or addendum relating to it, may be transmitted 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 hereby 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 provision does not apply to the service of notices under this Agreement.

- K. **Limitation of Liability:** In consideration of potential liabilities which may be disproportionate to the fees to be earned by CONSULTANT, COUNTY agrees to limit the liability of CONSULTANT, its managers, members, officers, employees, agents, and representatives to COUNTY for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including but not limited to CONSULTANTS's breach of this Agreement, its professional negligence, errors and omissions and other acts) such that the total aggregate liability of CONSULTANT shall not exceed the respective amounts of insurance liability coverage limits set forth under Article 7: PROFESSIONAL LIABILITY INSURANCE and Article 8: OTHER INSURANCE of this Agreement, and further, neither party shall be liable to the other for any indirect, incidental, special or consequential losses or damages. Failure of COUNTY to give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by COUNTY. The warranties and remedies set forth herein are exclusive. CONSULTANT makes no other warranties, express or implied, with respect to its performance under this Agreement. The foregoing shall apply to the fullest extent allowed by law irrespective of whether liability of CONSULTANT is claimed, or found to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability).

10. ARTICLE 10: NONDISCRIMINATION IN EMPLOYMENT

- A. During the term of this Agreement, CONSULTANT 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). CONSULTANT 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.
- B. **Civil Rights Compliance:**
1. If CONSULTANT has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's Plan is sufficient.

2. CONSULTANT agrees to comply with the COUNTY's civil rights compliance policies and procedures. CONSULTANT agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the CONSULTANT. CONSULTANT agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. CONSULTANT further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
3. CONSULTANT shall post the Equal Opportunity Policy, the name of CONSULTANT'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 shall be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. CONSULTANT 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.
4. In lieu of the Consultant providing copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued, the COUNTY Contract Compliance Officer may visit the career opportunities website at www.tetrattech.com/en/careers for current employment opportunities.

ATTACHMENT A – Scope of Services

1. General

- a. Professional consultant services for W&R Verona Landfill Infrastructure shall be provided by the CONSULTANT in each of the following phases:

Phase 1: Site Assessment and Report

Phase 2: Assessment Report for Beneficial Use of Landfill Gas

Phase 3: Permits

Phase 4: Construction Documents & Bidding Assistance

Phase 5: Construction Assistance & Documentation

- b. CONSULTANT may perform work in a Phase of Work, prior to conclusion of preceding Phase or COUNTY approval, at CONSULTANT's own risk.
- c. An assigned COUNTY Waste & Renewables Project Manager shall be the CONSULTANT's contact for securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.
- d. The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.
- e. Document Submittals: Draft documents submitted to COUNTY shall be in original file format (e.g. Microsoft Word, AutoCAD, Microsoft Excel, PowerPoint, etc.). Final documents shall be in PDF format and delivered to COUNTY via e-mail or ShareFile. In addition to the final PDF file(s), electronic versions shall include the original file format (e.g. Microsoft Word, AutoCAD, Microsoft Excel, PowerPoint, etc.).
- f. Meetings and Communications: CONSULTANT shall prepare monthly status reports including budget status (by major task), work completed in the past month, work planned for next month, and problems or issues to be resolved. CONSULTANT shall attend and prepare agendas for bi-weekly check-in meetings, provide meeting minutes from the bi-weekly check-in meetings, and attend required meetings as outlined in each phase of work. CONSULTANT shall be responsible for preparing agendas and meeting minutes for required meetings as outlined in each phase of work.
- g. CONSULTANT 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.
- h. CONSULTANT shall submit a data request to COUNTY, in the form of a Request for Information. COUNTY shall provide all available reports, record documents, boring logs, site drawings and specifications to CONSULTANT. Drawings and specifications may not be complete or in an as-built condition. CONSULTANT shall confirm accuracy of any drawings and specifications. COUNTY shall provide identification of any necessary hazardous material protection or abatement. COUNTY shall supply requested information in an efficient and timely manner. Delays caused by COUNTY delivery of documents shall not be at fault of the CONSULTANT.
 - i. All existing conditions features (utilities (above and below grade); piping, roads, storm water, fences, structures, buildings; gas, leachate and groundwater monitoring devices, etc.) are represented on a drawing and shall be provided electronically by COUNTY. These shall be confirmed during the site investigation and updated accordingly as part of the Site Assessment (Phase 1).
 - ii. COUNTY shall provide PDFs of recent historical Operations and Maintenance (O&M) Progress Reports. An updated site map showing currently active, inactive and abandoned monitoring points shall be provided to CONSULTANT prior to commencing any work on site.

2. Phase 1: Site Assessment

- a. Purpose: The purpose of the Site Assessment is for the CONSULTANT to perform a site-wide evaluation of the gas collection system (GCS), gas migration system, electrical generation equipment, liquids management systems, and final cover system, and prepare a Site Assessment Report that identifies required maintenance and upgrades needed to maintain landfill operations in preparation for a solar array development.
- b. Scope of Work:
 - i. CONSULTANT shall review requested reports, record documents, site drawings, and specifications provided by the COUNTY and request additional information as necessary.
 - ii. Review of regularly updated data documents, such as monthly GCS data, shall be limited to the three most recent years.
 - iii. CONSULTANT shall facilitate an on-site investigation to perform a conditions assessment (including video camera investigations and surveying), and identify conditions which affect the long-term care and operation of the site, with considerations for maximizing gas collection.
 1. CONSULTANT shall conduct a site visit, lasting up to five (5) days, of the landfill to perform both an initial visual inspection and to verify the information provided through technical and operational documents. Surveying is included, as necessary, to confirm existing as part of the Site Assessment. Survey through GPS is not included in Site Assessment.
 - iv. During the site visit, COUNTY shall ensure monitoring points are accessible and clear of any surrounding vegetation, and keys to monitoring points, vaults or buildings are provided.
 - v. Site visit shall include an inspection of the GCS, including sections of the gas extraction wells, leachate/condensate sumps, headers, laterals and the flare skid. CONSULTANT shall also assess the perimeter gas monitoring infrastructure, areas of differential settlement (if any), final cover condition, and areas on the final cover in need of clearing or regrading.
 - vi. After the site assessment and receipt of historical site data and drawings, CONSULTANT shall identify locations of the landfill GCS that warrant improvements. Existing vertical well placement shall be evaluated to confirm adequate spacing. CONSULTANT shall assess well spacing and performance. CONSULTANT shall also evaluate the performance of the header and lateral piping based on review of historical records as well as findings during the site visit.
 - vii. CONSULTANT shall review available leachate sampling data, the existing sanitary sewer district boundaries and available GIS records to confirm the nearest location of the existing sanitary sewer main to confirm if a nearby connection point exists or if a long run of force main/gravity sewer pipe is required. CONSULTANT shall consider both current and future projected leachate generation rates for sizing a sanitary service connection, based on additional leachate generation potential from providing a gas extraction well dewatering system.
 1. CONSULTANT shall provide preliminary assessment and capital cost estimates for a direct sanitary sewer connection. CONSULTANT shall provide an evaluation of the proposed design and anticipated costs for permitting and construction of the project.
 2. CONSULTANT has not included in the scope or budget work for providing Construction Documents of a direct connection to the sanitary sewer.

- viii. CONSULTANT shall review past leachate generation records and frequency of unloading the existing leachate storage tanks to determine a baseline generation rate and consider additional leachate extraction from pneumatic pumps to establish a projected generation rate. The landfill Site Assessment shall provide an understanding of the existing leachate storage tanks. CONSULTANT shall provide preliminary capital cost estimates for tank replacement and, if needed, a permit for the change in operation and management of leachate from the closed landfill. CONSULTANT shall provide the leachate tank and pump manufacturers that provide the tank volume required for projected leachate generation rates. For all confined space entry, CONSULTANT shall be responsible for coordinating investigation and system confirmations with COUNTY confined space trained staff. CONSULTANT shall not enter confined spaces. COUNTY staff shall provide relevant data, conditions, photos, and measurements requested by CONSULTANT. Areas defined as confined space are still in scope of the Site Assessment but access will be restricted to COUNTY confined space trained staff.
- ix. COUNTY shall provide information regarding the integration of on-site power supply prior to the commencement of Construction Document development.
- x. At a minimum, the Site Assessment Report shall contain:
 - 1. Summary of Site History
 - 2. Summary of Existing Conditions and Recommendations
 - a. Site Grading and Maintenance
 - i. Areas of settlement that need regrading to promote positive drainage.
 - ii. Clearing and grubbing, including tree intrusion of perimeter of landfill.
 - b. Gas collection system
 - i. Identification of gas extraction wells that need to be redrilled.
 - ii. Identification of areas where additional gas extraction is needed and where new wells shall be installed.
 - iii. Identification of header or lateral piping that needs replacement.
 - iv. Identification of areas of atmospheric air intrusion and proposed corrective action.
 - v. Evaluation of the gas migration systems and replacement of outdated sensors and electrical components.
 - vi. Capital and operating cost estimate for installation of pneumatic pumps and a compressed air system.
 - c. Liquids management systems
 - i. Conceptual design and cost estimate for permanent connection to the sanitary system.
 - ii. Evaluation of the leachate volumes and cost estimate for tank replacement or upsizing.
 - iii. Evaluation of condensate knockout in the blower building and proposal for automation or gravity draining system.

- d. Capital cost estimates for all recommended site and system improvements.
 - c. Required Meetings
 - i. Kick-off Meeting
 - ii. Biweekly Meetings
 - d. Two (2) Review Meetings Deliverables
 - i. CONSULTANT shall provide COUNTY with the Site Assessment, as outlined above, and shall provide two (2) review iterations, with a minimum of two (2) weeks for review by the COUNTY. The final document shall be submitted no later than September 8th, 2025.
3. Phase 2: Assessment for Beneficial Use of Landfill Gas
- a. Purpose: The purpose of the Assessment for Beneficial Use of Landfill Gas is for the CONSULTANT to perform an assessment and evaluate options for beneficial use of the Closed Verona Landfill gas. The assessment shall include at a minimum removal of the existing of onsite electrical generation equipment, and evaluation of two (2) replacement options.
 - b. Scope of Work:
 - i. During the Site Assessment, CONSULTANT shall provide a general review of current operations, including understanding the well-field balancing, well screen assessment based on liquid levels, and the actual performance of current GCS.
 - ii. CONSULTANT shall evaluate and provide recommendations on the beneficial use of landfill gas from the Closed Verona Landfill. The assessment shall include the evaluation of onsite generation equipment, offer recommendations for the removal of portions or the entirety of the current system, and provide potential replacement options.
 - iii. CONSULTANT shall provide a capital and operating cost estimate for the repair or replacement of the generator set and upgrade of electrical controls to utility or Federal Energy Regulatory Commission (FERC) standards (if necessary, based on reuse option evaluations).
 - iv. CONSULTANT shall include analysis on potential revenue sources, including Power Purchase Agreement, direct sale, and environmental attribute generation and sale. This assessment report shall provide a return-on-investment analysis and feasibility of a project reusing biogas.
 - v. At minimum, the Assessment for Beneficial Use of Landfill Gas Report shall include the following:
 - 1. Summary of Site History.
 - 2. Summary of Existing Conditions and Recommendations.
 - 3. Electrical generation system evaluation.
 - 4. Evaluation of quality and quantity of landfill gas and identification of possible beneficial uses.
 - 5. Capital and operating cost estimate for repair or replacement of the generator set and for upgrading electrical controls to FERC standards.
 - 6. Capital and operating cost estimate for any proposed alternative for beneficial use of landfill gas.
 - 7. Identification of any revenue sources including Power Purchase Agreement, direct sale, environmental attribute generation and sale.

8. Return on Investment analysis

c. Required Meetings

- i. Kick-off meeting
- ii. Biweekly meetings
- iii. Two (2) Review meetings

d. Deliverables

- i. CONSULTANT shall provide COUNTY with the Assessment for Beneficial Use of Landfill Gas, as outlined above, and shall provide two (2) review iterations, with a minimum of two (2) weeks for review by the COUNTY. The final document shall be submitted no later than September 8th, 2025.

4. Phase 3: Permits

- a. Purpose: The purpose of Permitting is to prepare permitting documents and submit to appropriate agencies and participate in permitting discussions with governing municipalities.

b. Scope of Work:

- i. CONSULTANT shall be responsible for drafting and supporting permit modification applications. This may include but is not limited to:
 - 1. Modification to the Closure Plan with Wisconsin Department of Natural Resources (WDNR) Waste and Materials Management Division.
- ii. Evaluation and support of any modification to the existing Air Permit with WDNR Air Program.
- iii. CONSULTANT shall not be responsible for the Erosion Control or Stormwater permits if needed for landfill construction work.
- iv. Any local governmental or agency review fees associated with this project are not included in the cost estimate and shall be paid directly by COUNTY. Modification to the Closure Plan with WDNR is limited to modifications to the GCS system which at this time considers 6 vertical gas wells, 1,000 feet of vertical piping and installation of a gas well pneumatic pump system, and minimal surface regrading.
- v. Unless due to CONSULTANT error or omissions, additional work to address WDNR comments on or to any submitted documents shall be updated through a Contract Amendment.

c. Required Meetings

- i. A minimum of two (2) agency meetings (as required).

d. Deliverables

- i. Draft permit applications as applicable. CONSULTANT shall provide one (1) review iteration for each deliverable with one (1) week review by W&R. The final documents shall be delivered no later than December 9th, 2025.

5. Phase 4: Construction Documents & Bidding Assistance

- a. Purpose: The purpose of Construction Documents is to prepare construction drawings and specifications for bidding purposes, attend a pre-bid meeting, and provide bid clarifications as necessary.

b. Scope of Work:

- i. Upon receipt of written instructions from COUNTY, the CONSULTANT shall prepare Construction Documents for bidding, construction and commissioning of the Project. The Construction Documents shall provide the detailed requirements for the successful construction of the entire project.
- ii. Construction Documents shall comply with the COUNTY Master Specifications Division 00 and Division 01.
- iii. The Construction Documents shall be internally consistent in terms of coordination between:
 1. Work of the CONSULTANT and its subconsultants (if applicable).
 2. Requirements of various divisions or trades.
 3. Drawings and specifications.
- iv. During this phase, the CONSULTANT shall develop and provide documents for the systems designed under this Agreement which shall achieve a biddable and constructible project, compliant with all applicable codes and within the assumption of professional responsibility set forth in this Agreement. These services shall include, but not be limited to:
 1. Coordination, to protect the integrity of the design and facilitate construction with:
 - a. Manufacturers: Ensure that manufactured items called for in the documents are currently available and shall fit, interface and perform as required to achieve design intent.
 - b. Utility Companies: Determine the standard operating procedures and time requirements for obtaining the services and the cooperation of the utility companies involved in the execution of the Project. Provide this information in writing to interested parties as needed.
 2. Inclusion in Construction Documents of:
 - a. Plans, elevations and sections at a scale which is sufficient to give a full and complete understanding of the construction, dimensions thereof, materials to be employed, location of utilities and any other pertinent data.
 - b. Details, diagrams, schedules, photo reproductions and other graphic methods appropriate to define work required to be performed to accomplish the purposes of the Project.
 - c. Description of existing conditions of site and / or structures with sufficient clarity to permit their use without ambiguity in the bidding, construction and commissioning process.
- v. Inclusion in the specifications documents of bidding and contract requirements, special provisions and / or appendices, and technical sections. Unless otherwise agreed to by COUNTY in writing, the format shall generally follow the divisions of the Construction Specifications Institute. If approved by COUNTY in writing, short form specifications for limited scope work may be included on the drawings in lieu of Construction Specifications Institute format specification sections.
 1. The technical sections of the specifications shall completely and concisely describe the materials and services to be employed or installed by the construction contractor(s) in the work. These specifications shall describe the work to be done and shall be arranged by work or material in appropriate divisions with suitable cross-references for clarity and continuity

2. The technical sections of the specifications shall be carefully worded to allow a clear understanding of the work required by each of the construction contractors and their subcontractors, and to describe the responsibility for the work required to be performed by such contractor(s), individually and collectively, for the performance of work required to deliver the Project complete, without ambiguity as to which technical sections of the specifications cover each element of work.
 3. The technical sections of the specifications shall clearly state the minimum grade, quality, and type of materials and workmanship required. These specifications shall not restrict competition, where it is available, but shall state a level of quality, which can be objectively determined by persons normally engaged in the type of trade or practice described.
 4. When two (2) or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the Project, each such known manufactured product shall be specified for potential use on the Project.
 5. The professional judgment of the CONSULTANT or the direction of the COUNTY may limit competition to a brand name, process, or technique of manufacture.
 6. The CONSULTANT shall compile and include in the construction contract documents a summary listing of all submittals required for the Project from the construction contractor(s). Included shall be shop drawings, samples, cuts, catalogs, models, mockups and other preliminary information needed from the contractors to describe how they shall fulfill their responsibilities under their contracts.
- vi. Upon determination by the CONSULTANT that the final project design is represented by completed Construction Documents, those documents shall be submitted to COUNTY for review and concurrence prior to release for bidding.
1. The CONSULTANT shall provide COUNTY with review sets in a format and standard specified by the COUNTY.
 2. COUNTY shall issue a list of recommended changes / corrections to be incorporated into the next review set or final documents. The CONSULTANT shall within seven (7) calendar days transmit written replies from the CONSULTANT and its sub-consultants to review comments issued by COUNTY or for which clarification requests were identified or for which changes were authorized at the final design review meeting and communicated to the CONSULTANT. Directions by COUNTY shall be incorporated into the documents.
 3. CONSULTANT shall affix to both the cover sheet of Drawings and Project Manual current State of Wisconsin registration seal, number & signature. These shall be applied by each registered architect and each professional engineer responsible for project design.
 4. At the time of delivery of the final documents, the CONSULTANT shall report to COUNTY, in writing with updated estimates of Construction Opinion of Probable Cost and schedules.
 5. Upon receipt of the Construction Documents Phase deliverables, the COUNTY Project Planning Team shall evaluate these documents & indicate to the CONSULTANT in writing when & how to proceed.
 6. COUNTY shall distribute drawings and specifications for bidding purposes without cost to the CONSULTANT. The CONSULTANT shall provide an electronic copy of both the drawings and original specifications to COUNTY, in a format as approved by COUNTY.

vii. Bidding assistance:

1. The Bidding Phase shall commence with the publication of the Request for Bid (RFB) and shall conclude with the award of the number of contracts necessary to achieve the purposes of construction.
2. The CONSULTANT shall serve as the professional technical consultant and advisor to COUNTY during the bidding process, including the preparation for and participation in Pre-Bid Conferences.
3. The CONSULTANT shall assist COUNTY by evaluating and making recommendations to COUNTY on the qualifications of prospective construction contractors and subcontractors.
4. The CONSULTANT shall assist COUNTY in analyzing bids and negotiating with the lowest, qualified, responsible bidders as deemed appropriate by COUNTY.
5. If the low bids submitted by qualified, responsible bidders exceed Construction Opinion of Probable Cost approved at Construction Documents Phase by five percent (5%) or more, at the COUNTY's option, the CONSULTANT shall revise and change the Construction Documents for a project rebidding, as approved by COUNTY, but shall be compensated for revisions per negotiated amendment to this Professional Services Agreement.
6. In the event that there is a reduction in scope to keep the Project within Project Budget and this results in low bid(s) which total less than the Construction Budget, then the CONSULTANT shall, at an additional fee, prepare construction bulletin(s) to add deleted program work back into the Project.
7. Upon construction contract offer, the CONSULTANT shall immediately prepare Issued for Construction / Permitting Documents that incorporate the final bidding documents, addenda issued, alternate bids accepted and negotiated contract changes. Incorporate all of which into the Issued for Construction / Permitting Documents. Remove all references to accepted or rejected alternate bids and change the drawings' title block or specifications' footer appropriately. Complete such work in a timely fashion so not to delay construction, but no later than seven (7) calendar days after construction contract offer.

c. Required Meetings

- i. Kick-off meeting
- ii. Biweekly meetings
- iii. Two (2) Review meetings

d. Deliverables

- i. Construction Documents as outlined above, provided by CONSULTANT to COUNTY at 50%, 75%, and 95% design. CONSULTANT shall allow COUNTY one (1) review iteration for each deliverable with two (2) weeks for review. Final Construction Documents shall be provided no later than November 1st, 2025.

- ii. Issued for Construction (IFC) Drawings and Project Manual to COUNTY.

6. Phase 5: Construction Assistance & Documentation

- a. Purpose: The purpose of the Construction Assistance & Documentation is to act as COUNTY's construction administrator, perform oversight, conduct site visits, attend construction related

meetings, review Contractor provided submittals, ensure equipment is commissioned and in operating condition, and prepare as-built documentation drawings at construction completion.

b. Scope of Work:

i. Construction assistance

1. CONSULTANT shall be responsible for arranging and conducting construction-related meetings as required and act as the point of contact for the construction contractors. CONSULTANT shall take notes, publish and distribute COUNTY approved minutes of job meetings. A COUNTY representative shall attend job meetings.
2. After the award of the construction contract(s), the CONSULTANT shall provide an on-site technical and professional advisor to COUNTY. In this capacity the CONSULTANT shall have continuous access to the site. The CONSULTANT, through COUNTY's Project Representative, shall have access to data in the construction contractor(s) files or offices pertaining to the quality or time requirements of the construction contract(s), in the same mode, manner and extent that such data would be available to COUNTY.
 - a. The CONSULTANT shall provide a full-time, on-site representative who shall be qualified in construction administration, oversight under NR 500 codes, and subject to the approval of COUNTY. On projects for which COUNTY does not authorize full-time, on-site representation, the CONSULTANT shall provide a COUNTY-approved person, with suitable experience in the construction process to visit the site in order to monitor and report the progress, quality, and timely performance of the work relative to the Construction Documents, as such work is being performed by the construction contractor(s). The CONSULTANT shall keep COUNTY informed of the progress and quality of the work based on on-site observations and shall endeavor to protect COUNTY against defects and deficiencies in the work.
 - b. The CONSULTANT shall provide daily construction phase site visit services; attend a pre-construction meeting, weekly progress meetings for duration of construction and final inspection to determine if completed work is according to plans and specifications. Conduct site visits at essential times during the construction phase. Site visit is close-up observation of current building elements in process of being constructed. Additional site visits necessitated by CONSULTANT's error, omission, unauthorized changes or negligence, shall be accomplished without additional cost to COUNTY. Additional site visits necessitated by significant failure on part of lead or other prime construction contractors to perform, shall be given consideration as additional services, reimbursable by the responsible construction contractor(s) through COUNTY.
 - c. CONSULTANT shall provide a CQA monitor to observe and document construction activities under the supervision of the Certifying / Professional Engineer and in accordance with items a. and b. The certifying engineer shall make site visits during construction at key milestones including construction kickoff, vertical gas well drilling and lateral piping installation.
 - d. Immediately following the pre-construction meeting and prior to the start of construction, the CONSULTANT shall review the proposed schedule for submittals from the construction contractor(s). The CONSULTANT shall

assess the timing feasibility of such submittals relative to the construction schedule and review needed, and advise COUNTY in writing accordingly.

- i. The CONSULTANT shall be responsible for the professional review and approval or rejection of shop drawings, samples and other submittals from the construction contractor(s) to determine conformance with the specific portions of the Construction Documents under which the submittal was made. Deviation from the Construction Documents as noted by the contractor on submittals or otherwise observed by the CONSULTANT shall be brought to the attention of COUNTY's Project Representative and concurrence received from COUNTY before any approval is given to a contractor. Review of the submittals which have priority status as determined by COUNTY's Project Representative, shall be completed within five (5) business days of receipt. Review of other submittals shall be completed within ten (10) business days of receipt, or in accordance with the submittal schedule prepared by the General Contractor and as approved by COUNTY and CONSULTANT at the start of construction. The CONSULTANT is responsible for submittal activity conducted by its consultants in the same manner as if such review were made by the CONSULTANT.
- ii. The CONSULTANT shall also review the results of all testing conducted during or after construction and report to COUNTY whether these results meet the design intent and the requirements of the Construction Documents.
- e. The CONSULTANT's site representative shall observe the construction process to evaluate the adequacy and completeness of the construction contractor(s) compliance with the Construction Documents, and shall immediately report any noncompliance to the COUNTY Project Manager in writing.
 - i. Following construction site visits, the CONSULTANT shall make routine, written status, or field reports detailing observations and activities on the Project, at a minimum of weekly intervals and in a format approved by COUNTY. The CONSULTANT shall submit the reports within three (3) business days of the site visit by the CONSULTANT's representative.
 - ii. The CONSULTANT's site representative shall receive copies of reports submitted by the General Contractor and shall provide site observation to evaluate the reports. Discovered construction variances shall immediately be reported to COUNTY.
 - iii. If it becomes necessary during construction, to interpret, construe, clarify or to otherwise determine the reasonable meaning, application or implementation of the Construction Documents, the CONSULTANT acting in good faith, based upon the facts made known to it at the time, shall recommend to COUNTY in writing, a reasonable course of conduct in connection with the issues involved. Such recommendation(s) may be considered for further contractual action by COUNTY.
 - iv. Should the CONSULTANT become aware that the work of any contractor or subcontractor in place or underway does not conform

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

- v. If the CONSULTANT considers suspension of construction work appropriate, the CONSULTANT shall notify COUNTY in writing and state the reasons, which, in the professional opinion of the CONSULTANT, justify such action.
- f. Necessary professional services or construction required to repair or overcome problems caused by errors, omissions, ambiguities or changes not authorized by COUNTY in the preparation of the documents or design shall be the responsibility of the CONSULTANT or its consultants, without additional cost to COUNTY.
- g. The CONSULTANT shall review requests for information (RFIs) and shall respond within five (5) business days.
- h. The CONSULTANT shall develop and issue appropriate construction bulletins (CBs) at the direction of the COUNTY Project Manager. The CONSULTANT shall then evaluate the CB proposals received from the construction contractors and provide COUNTY with a written recommendation regarding the appropriateness of the proposals. The evaluation and recommendation shall be completed within five (5) business days of receipt, or in accordance with another schedule approved by COUNTY. The evaluation shall consider the necessity for such change, the reasonableness of the proposed change, and an analysis of the cost proposed for effecting the change.
 - i. Corrective actions identified during construction are assumed to be minimal and minor in requiring a brief summary and approach to making the correction. CONSULTANT has budgeted eight (8) hours for drafting and posting any corrective actions needed during construction. Additional corrective actions requiring additional time may be added through contract amendment.
- i. The CONSULTANT shall review & if determined appropriate, approve by signature, all change order proposals submitted by General Contractor. CONSULTANT shall determine if scope of work is warranted & estimate of submitted costs are in line with current market conditions. CONSULTANT shall work with COUNTY Project Manager & General Contractor to come to an agreement if there are differences of opinion on scope or costs.
- j. The CONSULTANT shall review & if determined appropriate, approve by signature, all invoices or pay applications submitted by General Contractor.

CONSULTANT shall work with COUNTY Project Manager to review each item in the schedule of values listing & work out any differences between billed work & actual completed work.

- k. Upon contractor's written notification and the COUNTY Project Manager's confirmation that Substantial Completion has taken place, the CONSULTANT shall observe the construction and provide a written punchlist to the COUNTY Project Manager. The COUNTY Project Manager shall schedule the punchlist inspection in conjunction with the User and contractors involved. The punchlist shall contain items found not to be complete, in need of correction, replacement or otherwise not in accordance with the Construction Documents. As part of the Substantial Completion verification, the CONSULTANT shall perform or witness and document functional testing and review the testing and balance report prepared by others for all plumbing, HVAC, fire protection and electrical systems to verify installation and operation meet the intent of their design. The CONSULTANT shall forward the results of the functional testing and provide written recommendations for corrective measures where systems do not meet the intent of their design. The CONSULTANT shall prepare and distribute the Certificate of Substantial Completion when appropriate.
 3. All elements, equipment & systems shall be complete and operating. System start-up, testing, balancing and satisfactory system performance is the responsibility of the General Contractor. This includes all calibration and adjustment of all system controls, balancing of loads, troubleshooting and verification of software and necessary final adjustments.
 4. All operating conditions and control sequences shall be tested, adjusted & signed off as complete by the CONSULTANT & COUNTY during the start-up period.
 5. It is not intended by this Agreement to impose upon the CONSULTANT the duty of a guarantor of the construction contractor(s). It is, however, the intent of the Agreement to impose upon the CONSULTANT the duty of the faithful fulfillment, in accordance with the standard of care ordinary to the profession, of the performance of the duties specifically enumerated herein and for the close monitoring of the work of its consultants as if the work were performed by the CONSULTANT. As such, this shall not preclude the entitlement to COUNTY of reasonable expectation that systems as designed by the CONSULTANT or their consultants shall operate as anticipated by COUNTY upon faithful completion of construction.
 6. Construction for the six (6) vertical gas wells and 1,000 feet of piping is expected to require 15 work days (3 weeks). Should construction exceed this schedule, continuing activities shall be performed under a Contract Amendment. CONSULTANT has budgeted for up to 6 weeks (30 work days) of CQA based on the additional construction work planned (i.e. installation of pneumatic pump system and airlines). Additional work day required based on the contractor's schedule shall be considered under a Contract Amendment. Costs are inclusive of direct labor and direct costs.
- ii. Record Documentation
1. COUNTY shall provide a set of Construction Documents to General Contractor on which daily records of changes and deviations shall be recorded. At completion of the Project, General Contractor shall submit its marked-up as-built documents to the CONSULTANT who shall, based on these marked up as-built documents, revise the original documents, including the electronic files, showing changes in the work

made during the construction process to produce a set of Record Documents. Electronic documents shall be in a format and on a medium required by COUNTY. This work shall be completed and submitted to COUNTY within thirty (30) calendar days of receipt of the last marked up prints. The consequences of addenda, change orders and other circumstances known by the CONSULTANT to have caused change shall be included in the production of the Record Documents. The marked-up as-built documents shall be turned over to the COUNTY at the same time as the Record Documents.

2. The CONSULTANT shall obtain from the General Contractor, and review for compliance with design intent, an Operating and Maintenance Manual for systems and operable mechanical and electrical equipment on the Project, both powered and manual. An electronic copy of the Manuals shall be provided to COUNTY's Project Representative. These manuals shall include:
3. Manufacturer's Instruction for Maintenance and Operation of Equipment and Systems, including a Spare Parts List; and Test and Balance Reports and Equipment Data Sheets including recommended maintenance procedures.

c. Required Meetings

- i. Pre-construction meeting
- ii. Weekly construction meetings
- iii. Construction closeout and substantial completion inspection meeting

d. Deliverables

- i. Issued Construction Bulletins as needed
- ii. Draft and Final punch-list
- iii. Record Documents, as outlined above, to COUNTY within thirty (30) calendar days of receipt of the last marked up prints.

ATTACHMENT B – COMPENSATION SCHEDULE-Waste & Renewables

1. Definitions

- A. **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 Attachment A and RFP No 324018_Cornerstone_Assumptions and RFP No 324018 Cornerstone_RFP Response, both dated February 18, 2025.
- B. **Unit Rates:** Unit rates shall include all costs for materials and labor necessary to perform specified work. Payment shall be based on actual quantities, outside of Work included in the Base Fee.
- C. **Rate Schedule:** CONSULTANT shall maintain these rates until December 31, 2026 at which point the rates shall be adjusted by the All-Urban Consumer- Minneapolis-St. Paul, Minnesota-Wisconsin CPI or 3%, whichever is lower.

2. Base Fees

- A. CONSULTANT shall be paid on the basis of work completed, when completed, at the following rates:
 - 1. **Base Fee Phase 1 – Site Assessment: \$64,000.** Payments shall be made monthly, not to exceed each line-item outlined below:
 - a. Site Investigation – O&M Field Work \$8,700
 - b. Summary of Site History \$900
 - c. Summary of Existing Conditions and Recommendation \$2,300
 - d. Gas Wells Redrilled \$1,700
 - e. Areas for additional extraction (additional wells) \$2,100
 - f. Header /Lateral Replacement \$2,700
 - g. Areas of Air Intrusion Identification and Repair Plan \$2,000
 - h. Capital and Operating Costs for pneumatic pump and air system \$11,700
 - i. Concept Design and Cost estimate for permanent sewer connection \$14,600
 - j. Evaluation of leachate volumes and cost estimate for tank replacements \$6,800
 - k. Evaluation of condensate knockout in the blower building and proposal for automation or gravity draining system \$2,400
 - l. Capital cost estimates for all recommended site and system improvements \$8,100
 - 2. **Base Fee Phase 2 – Assessment of Beneficial Use of Landfill Gas: \$16,000.** Payments shall be made monthly, not to exceed each line-item outlined below:
 - a. Completion of Assessment as described in Attachment A \$16,000
 - 3. **Base Fee Phase 3 – Permits: \$10,300.** Payments shall be made monthly, not to exceed each line-item outlined below:
 - a. Air Permit review and application support \$3,200
 - b. WDNR Closure Plan Modification \$7,100

4. Base Fee Phase 4 – Construction Documents: \$23,500. Payments shall be made monthly, not to exceed each line-item outlined below:
 - a. Construction Plan Set \$11,600
 - b. Opinion of Probable Cost \$500
 - c. Construction Documents \$11,400
5. Base Fee Phase 5 – Construction assistance & oversight: \$80,100. Payments shall be made monthly, not to exceed each line-item outlined below:
 - a. Bidding Assistance \$4,400
 - b. Construction assistance & oversight \$52,800
 - c. Pre-Construction Meeting and Agenda \$3,400
 - d. Shop Submittal Review \$3,700
 - e. Meeting Minutes \$600
 - f. Punchlist \$700
 - g. Construction Bulletin \$1,800
 - h. Record Documentation \$11,200
 - i. O&M Manufacturer’s submittals \$1,500
6. Base Fee required meetings: \$28,600. Payments shall be made monthly, not to exceed each line-item outlined below:
 - a. Kickoff meeting \$3,900
 - b. Biweekly meetings \$13,600
 - c. Agency meetings \$1,400
 - d. Pre-construction meeting \$2,500
 - e. Weekly construction progress meetings \$3,300
 - f. Substantial completion inspection meeting \$3,900

3. Rate Schedule

- A. Additional costs borne by CONSULTANT and approved by COUNTY shall be based on rates outlined in the Rate Schedules submitted by CONSULTANT on 2/18/2025.

4. Additional Services

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

5. Invoicing:

- A. CONSULTANT shall issue invoices monthly, based upon progress of the scope of work and delivered electronically to the COUNTY Project Manager. Invoices shall reference the COUNTY Purchase Order (PO) number associated with the Contract.

6. Payments

- A. An CONSULTANT 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. CONSULTANT may be required to hire additional subconsultants in order to correct deficiencies to the satisfaction of COUNTY.
- B. Payments to the CONSULTANT may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the CONSULTANT. COUNTY shall notify the CONSULTANT in writing of the alleged, specific damages and amounts involved, on a timely basis.
- C. COUNTY shall make payments within 45 days of the COUNTY reviewed and approved invoice date.