

# Contract Cover Sheet

*Note: Shaded areas are for County Executive review.*

Department <b>PWH&amp;T - Solid Waste Division</b>	Contract/Addendum #: <b>13180</b> Contract <input checked="" type="checkbox"/> Addendum <input type="checkbox"/>
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	If Addendum, please include original contract number <input checked="" type="checkbox"/> POS <input type="checkbox"/> <input type="checkbox"/> Grant <input type="checkbox"/> <input type="checkbox"/> Co Lease <input type="checkbox"/> <input type="checkbox"/> Co Lessor <input type="checkbox"/> <input type="checkbox"/> Intergovernmental <input type="checkbox"/> <input type="checkbox"/> Purchase of Property <input type="checkbox"/> <input type="checkbox"/> Property Sale <input type="checkbox"/> <input type="checkbox"/> Other <input type="checkbox"/>
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Term of Contract or Addendum: <b>August 21, 2017 - November 15, 2017</b>	
4. Amount of Contract or Addendum: <b>\$75,000.00</b>	
5. Purpose: <b>Award for RFB 316039 - BIOGAS CLEANING EQUIPMENT FOR PIPELINE INJECTION (PHASE 1)</b>	
6. Vendor or Funding Source: <b>BIOFerm USA, Inc.</b>	
7. MUNIS Vendor Code: 18034	
8. Bid/RFP Number: RFB 316039	
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11. Account No. & Amount, Org & Obj. <u>SWMETHGO 58087</u> Amount \$ <u>75,000</u> Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____	
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____	
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>Res 148</u>	
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
15. Director's Approval:	

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>Mg</u> Received	_____	<u>8/9/17</u>	_____	BIOFerm USA, INC.	
<u>ML</u> Controller	_____	<u>8/11/17</u>	<u>8/11/17</u>	Contact Person	
<u>[Signature]</u> Corporation Counsel	_____	<u>8/9/17</u>	<u>8/10/17</u>	Dina Bertolini	
<u>[Signature]</u> Risk Management	_____	<u>8/11/17</u>	<u>8/11/17</u>	Phone No.	
<u>PCP</u> Purchasing	_____	<u>8/10/17</u>	<u>8/10/17</u>	608-229-6509	
_____ County Executive	_____	_____	_____	E-mail Address	
				BerD@biofermenergy.com	

**Footnotes:**

- 1.
- 2.

<b>Return to:</b> Name/Title: John Welch Phone: 608.516.4154 E-mail Address: Welch@countyofdane.com	Dept.: DCPW - Solid Waste Division Mail Address: 1919 Alliant Energy Center Way Madison, WI 53713
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**Certification**

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 8/9/17 Signed: *John Wezitt*  
 Telephone Number 608-267-8815 Print Name: JOHN WEZITT

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 8/9/17 Signature: *John Wezitt*

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

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

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

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

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

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

- 1.A. This Agreement between COUNTY and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as the “A/E” shall be governed by the following Terms and Conditions.
- 1.B. The A/E shall provide technical and professional services under this Agreement. The Terms and Conditions of this Agreement shall apply to modifications made to this Agreement and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
- 1.C. The A/E 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 A/E 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 A/E is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 1.D. Professional services performed or furnished under this Agreement shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code. 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.
- 1.E. By accepting this Agreement, the A/E represents possession of the necessary skill and other qualifications to perform work under this Agreement and is familiar with the practices in the locality where such services and work shall be performed.
- 1.F. The A/E shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the A/E 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 A/E of professional or contractual responsibility for any work performed or delivered under this Agreement. The authorization to subcontract shall not be construed to create any contractual relationship between COUNTY and such consultant.
- 1.G. Subcontracts for services under this Agreement shall provide that work performed under such subcontract, shall be subject to provisions of this Agreement and shall also provide that any professional duty or responsibility pertaining thereto shall be accomplished to the benefit of COUNTY. Upon request, an electronic copy of each such subcontract for which COUNTY approval is granted shall be furnished to COUNTY.

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

### **2.A. General:**

- 2.A.1) Services are to be provided by the A/E in each of the following phases:

#### Design Development Phase

- 2.A.2) An assigned COUNTY Public Works Project Manager will be the A/E's contact in securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.
- 2.A.3) The term “written” or “in writing” may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

2.A.4) All submittals to COUNTY from A/E shall be in the English language.

2.B. Study Phase:

2.B.1) NOT USED

2.C. Schematic Design Phase:

2.C.1) NOT USED

2.D. Design Development Phase:

2.D.1) The A/E shall review the landfill gas test curve data, test data, existing site conditions, and functional system requirements, plans and specifications of record, (to the extent that such documents are reasonably available), and applicable COUNTY standards and guides or other written direction by COUNTY. The A/E shall establish the limiting parameters of the design as defined by the instructions issued to it by COUNTY, to determine if the design concept is achievable within the schedule and budget proposed by BIOFerm's response to RFP 316039.

2.D.2) Within seven (7) calendar days of receipt of the program and functional requirements, plans and specifications of record, the A/E and COUNTY shall schedule a meeting to review the A/E's design concept and such other matters as are necessary to establish that at this preliminary point, the proposed design concept is consistent with the requirements of COUNTY.

2.D.3) The A/E shall document the results of design workshop, including any design criteria agreed upon during workshop, including, but not limited to:

- Scope clarification
- Existing site conditions
- Existing site and scope concerns
  - Anticipated future landfill gas flow
  - Cost-value trade offs
  - Pipeline quality requirements
  - Engineering requirements
  - Additional Value Engineering (i.e. projected landfill gas flow, CO<sub>2</sub> pelletization vs. methanization, additional biogas source integration, etc.)

2.D.4) The A/E shall furnish a copy of the documentation produced under this Paragraph to each participant attending the workshop.

2.D.5) A/E shall be responsible for supplying COUNTY with written planned major vendors and COUNTY shall be given 15 calendar days to formally respond with questions and comments.

2.D.6) The A/E shall provide sufficient, alternative design solutions on major design features to allow COUNTY to ascertain that the recommended design achieves a practical programmatic and economic solution, within the limitations of the authorized program, schedule and budget. Include staffing and occupancy considerations provided by COUNTY.

2.D.7) The major design features and systems that must be evaluated include, but are not limited to:

- System configuration, based on COUNTY anticipated flow range
- Major equipment sizing
- Mass balance of system

Utility requirements for major equipment  
Analysis of system redundancy for major pieces of equipment  
Conceptual drawings

- 2.D.8) The A/E shall provide a working analysis of each major design feature included in the selected design concept, with constraints and dependencies that is sufficiently complete to allow commencement of Phase II – Final Design under a separate contract.
- 2.D.8) a. The A/E shall prepare conceptual drawings, specifications and other data tailored to the project that fix and describe the size and character of the entire project as to major design features and systems and such other essentials outlined by COUNTY.
- 2.D.8) a.(1) The conceptual drawings shall include a scaled layout view and elevations. Drawings shall sufficiently illustrate the design concepts, major equipment and utility demand to be employed. Drawings shall be in format as approved by COUNTY.
- 2.D.8) b. The A/E shall prepare a Design Report with appendix that includes:
- 2.D.8) b.(1) A time estimate for completion of each separate phase of the work (Final design, Procurement, Installation, and Commissioning).
- 2.D.8) b.(2) A final cost estimate of project cost based on conceptual design, which indicates that the project budget limitations will not be exceeded. Final cost estimate shall have cost influencing factors, feasibility, and shall be classified as minor or major. Major factors shall be accompanied with specifications, details, or related drawings. COUNTY shall use final cost estimate for purchasing of equipment under a separate contract (Phase III).
- 2.D.8) b.(3) An identification of any part of the work that might require special monitoring or consideration during installation to prevent quality control problems, delays, or cost escalation. Include any long lead time equipment or materials, items which interface with difficulty, areas of work requiring significant care, sequencing or precision in installation and full or partial User occupancy during installation.
- 2.D.9) The A/E shall submit the conceptual plan to COUNTY for review and concurrence prior to commencement Phase II – Final Design, under a separate contract.
- 2.D.9) a. The A/E shall provide COUNTY with up to four (4) sets and one (1) electronic file of the conceptual plan with appendix, preliminary drawings and outline specifications for review and coordination purposes. Electronic documents shall be in a format approved by COUNTY.
- 2.D.9) b. COUNTY will issue a list of recommended changes/corrections to be incorporated into the documents. Within seven (7) calendar days of receipt, the A/E shall transmit written replies to review comments issued by COUNTY. Directions by COUNTY shall be incorporated into the design, unless the A/E shall have explained objections to COUNTY and obtained prior written approval of noncompliance from COUNTY before proceeding with related work.
- 2.D.9) c. The A/E or COUNTY may call a further preliminary review meeting, when necessary to finalize the design concept. Written replies to additional

COUNTY comments shall be made before proceeding to Phase II – Final Design under separate contract.

2.D.9) d. Approval of these documents by COUNTY will complete the Design Development Phase.

2.D.10) Design Development Phase deliverables shall be:

2.D.10) a. Four (4) bound copies of drawings (full size-typical of all submissions) & specifications (in 8½ x 11 format-typical of all submissions); and

2.D.10) b. Electronic version of all documents:

- (1) Drawings in AutoCAD 2014 (or earlier version);
- (2) Specifications in Word 2010 (or earlier version); and
- (3) Adobe Acrobat 11 (or earlier version) of drawings and specifications (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

2.D.11) A/E shall provide COUNTY one (1) facility tour of an existing pressure swing adsorption technology with similar equipment. The facility visit shall include one (1) hour question and answer session with project site operator, general contractor, or project manager.

2.E. Installation Documents Phase:

2.E.1) NOT USED

2.F. Bidding Phase:

2.F.1) NOT USED

2.G. Installation Phase:

2.G.1) NOT USED

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

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

3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.

3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to the A/E data known to COUNTY or requested by the A/E, which may be needed for the fulfillment of the responsibility of the A/E. This data may include, but is not limited to, prints of existing buildings or record drawings and COUNTY standards and guides. Such documents will be the most recent and accurate available. The use of any such data by the A/E shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.

3.D. COUNTY will communicate to the A/E the format of the documents required to be submitted.



- 3.E. COUNTY will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to the A/E.

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

- 4.A. A/E fees for basic services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:

4.A.1) COUNTY will pay the A/E a lump sum fee of \$75,000.00.

- 4.A.1) a. The A/E fee for professional services shall be in accordance with the terms of this Agreement and based on the scope of services contained in the Scope of Work document provided in Attachment A, dated July 17, 2017, including any subsequent Addenda.

- 4.B. Reimbursable Expenses:

4.B.1) Reimbursable Expenses are actual, incidental expenses incurred by the A/E, its employees or consultants, in the interest of the project and are not included in overhead costs for the Fees for Basic Services (4.A.) and Additional Services (4.D.). Reimbursable Expenses shall not be incurred or contracted for as part of this contract..

4.B.2) Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services (4.A.) and Additional Services (4.D.) such as mileage, travel, lodging, replication of drawings for the design development meetings and subsequent design meetings, preliminary and final review document printing, handling and postage, cost of correspondence transmittals, telephone expenses, and CAD / electronic graphic services. Such expenses shall be included as part of the Lump Sum fee.

- 4.C. Additional Services:

4.C.1) The following services are in addition to but are not covered in Article 4.A. These services may be identified as part of the A/E's fee proposal and included with the lump sum fee as such. Compensation for these additional services or other services must be requested by the A/E, and subsequently approved by COUNTY PRIOR to proceeding with the work. If the additional services are requested after the Agreement has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the effect on the project schedule and the individuals or firms involved. When authorized, an Agreement Change Order will be used to modify the A/E's Agreement.

4.C.1) a. Providing planning surveys, program revision, site feasibility, or comparative studies of prospective sites.

4.C.1) b. Revising previously approved drawings, specifications or other documents to accomplish changes not initiated by the A/E other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.

4.C.1) c. Preparing documents for alternate bids or petitions for waiver when requested by COUNTY and, requiring significant additional time and expense on the part of the A/E or its consultants.

- 4.C.1) d. Obtaining or participating in third party Value Engineering / Enhancement of the project when directed by COUNTY.
- 4.C.1) e. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the A/E is party thereto.
- 4.C.1) f. Providing specialized design services, including, but not limited to Sustainability design or LEED certification, vibration, wind or acoustical analysis, energy modeling.
- 4.C.1) g. Participation in post-project evaluations.

4.D. Payments to the A/E:

- 4.D.1) Payments of the A/E's lump sum fee will be made at the completion of each phase of the work, as confirmed by COUNTY, to the following percentages:

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

- 4.D.2) Payments for COUNTY-approved Reimbursable Expenses as defined in Article 4.C. and Additional Services of the A/E as defined in Article 4.D., will be made monthly upon request.
- 4.D.3) An A/E whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.
- 4.D.4) Payments to the A/E will not be withheld due to disputes between installation contractor(s) and COUNTY.
- 4.D.5) If the project is suspended for more than three (3) months in whole or in part, the A/E will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by COUNTY. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.

**5. ARTICLE 5: ACCOUNTING RECORDS - NOT USED**

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

- 6.A. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the A/E. In the event of termination, the A/E will be paid fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by COUNTY. Work performed prior to the date of termination shall be in accordance with the terms and conditions of this Agreement. Upon termination, the results of such work shall immediately be turned over to the COUNTY Project Manager and is a condition precedent to further payment by COUNTY.

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

- 7.A. All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the A/E or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the A/E's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.

- 7.B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to the A/E.
- 7.C. Specifications and isolated, detail drawings inherent to the architectural / engineering design of the project, whether provided by the COUNTY or generated by the A/E, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.

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

- 8.A. A/E 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 A/E furnishing the services required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of A/E under this paragraph shall survive the expiration or termination of this Agreement.

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

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

**10. ARTICLE 10: OTHER INSURANCE**

- 10.A. The A/E and its consultants retained under terms of this Agreement shall:
  - 10.A.1) Maintain Worker's Compensation Insurance as required by Wisconsin State Statutes.
  - 10.A.2) Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of the A/E as insureds.
  - 10.A.3) Procure and maintain Commercial Automobile Liability Insurance for all owned 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.

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

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

- 11.A. A/E warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so.
- 11.B. Legal Relations. The A/E shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this project and in effect on the date of this Agreement.
- 11.C. Approvals or Inspections. None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the A/E from any duty or responsibility it has for its professional performance, unless COUNTY formally assumes such responsibility in writing from COUNTY so stating that the responsibility has been assumed.
- 11.D. Successors, Subrogees and Assigns. COUNTY and A/E each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Agreement.
- 11.E. Claims. The A/E's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Assistant Public Works Director for review and resolution. The decision of the Assistant Public Works Director shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.
- 11.F. Amendment of Agreement. This Agreement may be amended in writing by both COUNTY and A/E.
- 11.G. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- 11.H. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 11.I. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

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

- 12.A. During the Term of this Agreement, A/E 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). A/E agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

#### 12.B. Civil Rights Compliance:

12.B.1) If A/E has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the A/E 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. A/E 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. A/E 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 A/E 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 A/E 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 A/E's Plan is sufficient.

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

12.B.3) A/E shall post the Equal Opportunity Policy, the name of A/E'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. A/E 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.

#### 12.C. Domestic Partner Equal Benefits:

12.C.1) A/E agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if

such a benefit cannot reasonably be provided. The A/E agrees to make available for County inspection the A/E's payroll records relating to employees providing services on or under this Agreement or subcontract. If any payroll records of A/E contain any false, misleading or fraudulent information, or if a A/E fails to comply with the provisions of s. 25.016, D. C. Ordinances, the Contract Compliance Officer may withhold payments on the Agreement; terminate, cancel or suspend the Agreement in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found.

**ATTACHMENT A**  
**ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT**  
**A/E PROPOSAL & QUOTE**

Follows on subsequent page(s)

July 17, 2017

## SCOPE OF WORK FOR DANE COUNTY RFP 316039

BIOFerm submits the following scope of services for award of Dane County RFP 316039 for biogas cleaning equipment for pipeline injection. The cost to complete Preliminary Design (Phase I) is a lump sum of \$75,000 USD to be billed to Dane County after receiving Purchase Order.

### **Phase I: Preliminary Design**

One (1) initial design meeting on July 25, 2017 to discuss proposed concepts of the optimized system as they vary from the original proposal and their impact/risk:

1. Review of the Professional Engineering Services RFP 317025 (Civil Work)
  - a. Scope clarification, if needed, submitted by end of business day on July 17 to be included as an addendum
2. Consideration of future landfill gas flow (2,750 scfm)
  - a. Based on testing results and landfill gas projection curves make recommendation on plant sizing for final system selection
3. Review of ANR requirements (e.g. compression, contaminants, etc.)
4. Conceptual design and estimate
  - a. Provide alternatives to accommodate various expansion options
  - b. Updated pricing as applicable to contract
5. Carbon dioxide polishing and/or dry ice production. BIOFerm is currently only planning to investigate CO<sub>2</sub> liquefaction
  - a. Review of options
  - b. Capital and operational expense estimates
  - c. Logistics scope clarification (See *Supplemental Information*)
6. Evaluation of CO<sub>2</sub> methanization
7. Provide scope of work for additional biogas sources integration
  - a. Conceptual estimate
  - b. Detailed economic feasibility model with design/equipment sizing and selection
  - c. Dane County to collect laboratory testing from additional biogas sources
8. Value engineering

The following items included as a reference only and will be included in Phase 2 contract design deliverables:

9. Design of utilities from main up to and within the biogas cleaning system
  - a. Design and coordination of all utilities including but not limited to, electrical, communications, water and sanitary sewer lines, stormwater drainage, and incoming landfill gas.
10. Design of foundation under biogas cleaning system
  - a. Design conduit layout required for interconnection between components, power supply, and communication.
  - b. Design of foundation slab pavement structure including aggregate, backfill material, subsoil stabilization requirements, if applicable.
  - c. Develop design drawings stamped by a professional engineer

### ***Supplemental Information to be Provided by Dane County prior to initial design meeting:***

1. Landfill gas production curve estimates
2. Landfill gas data collected on 6/28



3. CO<sub>2</sub> purification specifications
  - a. Dry ice specifications
    - i. 98% pure CO<sub>2</sub>
    - ii. No noticeable VOC's, particulate matter, or oil/grease
    - iii. NOT required to be food grade
  - b. Clarify scope for CO<sub>2</sub> Polishing
    - i. Dane County to include the following
      1. Storage and transport of liquid CO<sub>2</sub> to dry ice production operation
      2. Scope of facility on-site to produce dry ice