

# Dane County Contract Cover Sheet

*Res 499  
significant*

<b>Dept./Division</b>	Department of Public Works-Solid Waste Division
<b>Vendor Name</b>	Weaver Consultants Group
<b>Vendor MUNIS #</b>	25147
<b>Brief Contract Title/Description</b>	Non-aqueous Odor Control System
<b>Contract Term</b>	April 16, 2018-August 31, 2018
<b>Total Contract Amount</b>	\$ 115,568.00

<b>Contract #</b> <small>Admin will assign</small>	13359
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> <b>\$10,000 or under – Best Judgment</b> (1 quote required)	
	<input type="checkbox"/> <b>Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works)</b> (3 quotes required)	
	<input type="checkbox"/> <b>Over \$35,000 (\$25,000 Public Works)</b> (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> <b>Bid Waiver – \$35,000 or under</b> (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> <b>Bid Waiver – Over \$35,000</b> (N/A to Public Works)	
	<input type="checkbox"/> <b>N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other</b>	

MUNIS Req.	Org Code	SWRODFLD	Obj Code	58082	Amount	\$ 115,568.00
Req # 1115	Org Code		Obj Code		Amount	\$
Year 2018	Org Code		Obj Code		Amount	\$

<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					<b>Res #</b>
<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					<b>Year</b>	2017

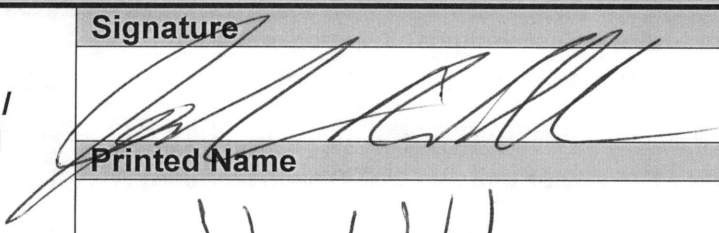
<b>Domestic Partner</b>	Does Domestic Partner Equal Benefits Requirement Apply?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	4/4/18		
<i>de</i>	Controller		4/4/18	
<i>PCP</i>	Purchasing	4/4/18	4/4/18	
<i>PCP</i>	Corporation Counsel	4/4/18	4/4/18	
<i>de</i>	Risk Management	4/4/18	4/4/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	JOHN WELCH	<b>Name</b>	KENNETH BERGSCHULTZ
<b>Phone #</b>	608-516-4154	<b>Phone #</b>	844-263-1618
<b>Email</b>	WELCH@COUNTYOFDANE.COM	<b>Email</b>	KBERGSCHULTZ@WCGRP.COM
<b>Address</b>	1919 ALLIANT ENERGY CENTER MADISON, WI 53713	<b>Address</b>	555 SOUTH 8 <sup>TH</sup> ST., SHEBOYGAN, WI 53081

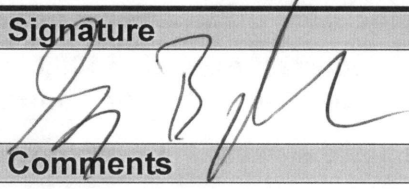
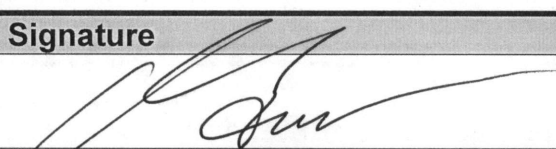
<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

### Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
	<b>Printed Name</b>	
		3/15/18
	John Welch	

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	
		4/4/18
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	
		4/4/18

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: \_\_\_\_\_

Agreement No. 13359

Expiration Date: August 31, 2018

Authority: Res. 2017-499

Department: Dept. of Public Works & Solid Waste

Maximum Cost: \$115,568.00

Registered Agent: Registered Agent Solutions

Address: 901 S Whitney Way, Madison WI 53711

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**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Weaver Consultants Group North Central, LLC (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of providing & installing vapor based Odor control system at the Dane County Landfill Site #2; and

**WHEREAS** PROVIDER, whose address is 555 South 8<sup>th</sup> Street, Sheboygan, WI 53081, is able and willing to provide such services;

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

- I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. **SERVICES.**
  - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
  - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.



- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.
- IV. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
  3. failure of PROVIDER to comply with reporting requirements contained herein.
  4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.
- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly



understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

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

VIII. INSURANCE.

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary. PROVIDER's liability under this Agreement, including this indemnity provision, is limited to the amount of PROVIDER's available and collectible insurance.

Commercial General Liability.

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

Commercial/Business Automobile Liability.

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

Environmental Impairment (Pollution) Liability

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

Workers' Compensation.

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

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is a \$5,000,000.00 limit of liability under the Umbrella or Excess Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in

any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE.

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

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the



Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  - 1. When the Maximum Cost of the Agreement is less than \$5,000;
  - 2. When the provider is a school district, a municipality, or other unit of government;
  - 3. When the County is purchasing residential services at an established per bed rate;
  - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  - 5. When an individual receives compensation for providing services to a family member;
  - 6. When employees are student interns;
  - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
  - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

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

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

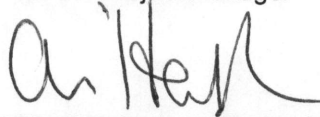
IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

Date Signed: 3/31/18

  
\_\_\_\_\_  
Kenneth J. Bergschultz, PE  
Senior Project Manager

Date Signed: 3/30/18

  
\_\_\_\_\_  
Ali Hashmi, PE  
Principal

\*\*\*

**FOR COUNTY:**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH T. PARISI, County Executive

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
SCOTT MCDONELL, County Clerk

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

rev. 01/18



### **SCHEDULE "A"**

- I. Please refer to the Revised Proposal from Weaver Consultants Group dated February 9, 2018.

### **SCHEDULE "B"**

- I. Please see attached outline of tasks 1-7 that shows breakdown of costs to include project total of \$115,568.00.



February 9, 2018

Mr. John Welch, PE  
Solid Waste Manager  
Dane County Public Works  
1919 Alliant Energy Center Way  
Madison, WI 53713

Re: REVISED Proposal for Non-aqueous Odor Control System  
Dane County No. 2 (Rodefeld) Landfill  
Dane County, WI  
WCG Proposal No.: WNCP-050-06-17

Dear Mr. Welch:

Weaver Consultants Group (WCG) is pleased to provide this revised proposal for the conceptual design for two odor control chemical delivery systems and the installation of one of the systems at the Dane County No. 2 (Rodefeld) Landfill near Madison, WI. An odor control system consists of chemical distribution piping and associated mechanical components. Our understanding of the project, project scope, schedule and budget, and project assumptions are discussed below.

### **Project Understanding**

Dane County No. 2 (Rodefeld) Landfill (DCLF) commenced disposal of operations in the Eastern Expansion in January 2015 with the construction and approval of Phase 9 – Cell 1. Phase 9 – Cell 1 is located in the northeast corner of the Eastern Expansion. Additionally, Phase 10 – Cells 1 and 2 were constructed and put into operation in January 2016 and October 2017 respectively.

Dane County (County) operates a C&D recycling facility on the landfill property. The screening process of incoming materials creates a rejected fine material (RFM) comprised of all materials 2 inches or smaller, which also includes drywall products. The RFM is utilized as an alternate daily cover and access road base within the active disposal area. RFM has been used in all active cells to date. Beginning in July 2017, the County started to have odor issues from the creation of hydrogen sulfide (H<sub>2</sub>S) from the use of the RFM.

### **Project Scope**

WCG is proposing a staged approach to assisting in controlling the H<sub>2</sub>S odor based upon continued discussions with the County and additional site visits. The approach includes:

1. Designing and installing two odor control systems. The first system would be installed along the north and east perimeter of the Eastern Expansion (EE). The second system would be installed primarily along the south and west perimeter of the EE. The west perimeter segment is anticipated to be installed on top of the existing final cover system from the location of the future EE south perimeter berm offset to, but relatively parallel

to, the approved EE limits of waste. The installation of both systems will fully encapsulate and overlap the perimeter of the current and future disposal areas of the EE.

For purposes of this proposal, the south and west system will be a future installation per discussions with Dane County.

2. The proposed daily application of the QuickSoil 2500 topical solution directly on the active disposal area. This approach is to help mediate the H<sub>2</sub>S odor during use of the RFM material. The topical solution will be purchased by the County directly, however any permit modifications for the use of this product are included in this Scope of Services.

Each odor control system may, based on final design configurations, contain up to a maximum of 4,000 linear feet (lf) of chemical distribution pipe and will include one chemical delivery machine ("box") manufactured by WCG's sister company Sligo Systems. The boxes for both odor control systems are anticipated to be installed in a container and platform provided and modified by the County just north of the existing heat recovery pump house located about 100 feet from the southeast corner of Phase 9 – Cell 2. The distribution pipe will be HDPE SDR 32.5 pipe with pipe orifices field established during installation and system configurations. Use of the HDPE pipe provides a light-weight piping system that will withstand weather and degradation.

For the first odor control system, the distribution pipe will take advantage of the approximately 2,100 lf of existing litter control fencing in place on the north and east perimeter of the EE and the proposed installation of additional telephone poles to extend the system from the end of the existing litter control fencing west to approximately monitoring well M-26A. The telephone poles will be installed just to the north of the existing perimeter road. Distribution pipe installed on the litter control fencing will be suspended from the very top of the litter fence to benefit from the approximate 25 feet in elevation over the perimeter road. Similarly, the distribution pipe will also be hung from a steel cable strung between the telephone poles (much like the litter fence) and the distribution pipe suspended from the cable. Use of the telephone poles will allow for the distribution piping to be installed close to, or at, litter control fence height reducing major elevations in the pipe. The distribution piping, telephone poles, steel cabling, and t-posts will be installed by the County. The County will provide the telephone poles, steel cabling, and required steel cable mounting hardware. WCG will field locate all pipe perforations and verify pipe pressures during installation.

The future second odor control system is proposed to also start at the County provided container north of the heat recovery pump house. Both system boxes and chemical totes are anticipated to be housed in the same container. Distribution piping will progress south along the remainder of the east perimeter then west along the future outside edge of the south perimeter berm/road (i.e. location of future litter control fencing), cross under the current site access road, and then northwest up and over the existing final cover, parallel to the limit of waste for the EE, to the current active area paved access road. At time of installation, the system will be evaluated as to which means will be used to install the distribution piping.



Distribution piping is anticipated to be installed similarly on a combination of litter control fencing, telephone poles, t-posts, and tripods based upon existing site conditions on the south end of the EE and in permanent locations over the existing final cover.

The box for each odor control system is proposed to be located as noted, in the County provided container located to the north of the heat recovery pump house. Each box will be equipped with freeze protection for the chemical. The location of the container will also allow connection to the existing 3-phase electrical service for the pump house. The pump house can also provide another means for heating the container.

The proposed odor control system layouts are provided on the attached figure for reference.

WCG proposes the following tasks to complete the design, permitting, and installation of the north and east odor control system and topical solution application.

#### Task 1 – Design of Pipe Configuration

Under this task, the WCG project manager will visit the site prior to installation of piping to finalize the box and the distribution pipe locations.

The distribution pipe height at different pipe segments will be determined during the site visit with survey information collection provided by the County. It is expected that the distribution pipe for the north and east odor control system will be installed mainly at the top of the existing litter control fence along the north and east perimeter and use telephone poles when not installed on the litter fence.

Based on the finalized pipe layout, WCG will develop the pipe perforation spacing, orifice sizing, and configuration. This work will be completed while the field installation work is ongoing as described in Task 2.

WCG will work with the County under this task on the location/orientation of the container for the odor control system boxes as well as any proposed container modifications for operational access, electrical, security, and chemical storage.

This task also accounts for project management time for the overall project and invoicing.

#### Task 2 – Odor Control System Installation

This task has been developed assuming that the installation work, including pipe welding and pipe hardware will be performed by the County personnel; however, materials (pipes, fittings, hardware, etc.) will be provided by WCG. The County will also purchase and install the telephone poles for extension of the distribution piping where litter control fencing not installed. The odor control machines (boxes) provided by WCG will be equipped with freeze protection for the chemical.

Under this task the WCG project manager will be at the site to assist the County personnel during the odor control system installation. The system will not exceed a maximum 4,000-foot-long, 4-inch-diameter HDPE SDR 32.5 distribution piping system. The distribution pipe will be

suspended approximately 25 feet above the existing ground utilizing the existing litter control fence and proposed telephone poles by the County personnel. The pipe will be secured to the fence wire at the top using stainless steel metal clamps provided by WCG. Piping during the transition from the litter control fencing to the container maybe be installed on top of t-posts (where required) using metal clamps to secure the pipe to a metal saddle which is tied to the top of t-posts using metal pipe sleeves provided by WCG.

WCG will assist the County with the installation of the box.

WCG will coordinate the delivery of the box to the County under this task.

#### Task 3 – System Startup

Under this task, WCG representatives will visit the site after the system, that includes the box and the piping, is installed and ready to start up (e.g., power is connected and the box is tested for proper operation). During this visit, WCG will start the system operation. After the initial startup, WCG will verify pipe pressure and orifice flow distribution and fine tune the system for optimum operation.

#### Task 4 – Operations Training

Under this task, a WCG representative will visit the site after the initial system startup. During the site visit, WCG will oversee replenishing the chemical in the tank and will check the “box” to ensure proper operation. Designated County personnel are expected to accompany the WCG representative for training purposes.

#### Task 5 – Permit Modifications

##### Task 5.1 – Operations Plan

Under this task, WCG will prepare a draft permit modification under the provisions of NR 514.09 Expedited Plan Modifications which allows minor changes of low-risk to be made to the Site Operations Plan (SOP). The proposed permit modifications will include the installation of the vapor odor control systems and the daily application of the topical solution. The draft of the modification will include the proposed replacement pages to the currently approved SOP (a separate appendix). One electronic copy (PDF) of the draft permit modification will be sent to the County for review and comment. WCG will then discuss with the County any comments or questions regarding the permit modification. Once a mutually agreed upon modification has been developed, WCG will submit the permit modification to Wisconsin Department of Natural Resources (WDNR) for approval. WCG will provide 3 copies of the final document to the WDNR and 2 copies (including an electronic version) to the County. For the purpose of developing this proposal, we have assumed that WDNR will not require public notice and/or coordination. In an unlikely scenario if WDNR requires a public coordination, a separate proposal will be submitted to the County for the required effort.

#### Task 5.2 – WDNR Response to Comments

Under this task, WCG will prepare a comment response and any required revisions to the permit modification or provide additional information requested by the WDNR. Based on current permitting activities, the WDNR is well-versed in technical requirements and permitting procedures. Nevertheless, it is understood that the WDNR provides comments on most every technical analysis which is reviewed. We have assumed that the WDNR will not require changes to the Site Development Plan or SOP documents that are not included in the original permit modification submittal.

#### Task 6 – Air Permit Update

Under this task, WCG will prepare a revision or exemption request to update the air permits for the site as needed to allow for the use of the odor control products.

The submittal will include emission calculations and necessary WDNR checklists/forms. WCG recommends an initial discussion with WDNR to discuss the project and outline an air permitting strategy. However, for this proposal it is assumed that only minor permit revisions and/or an exemption will be required.

Upon completion, we will submit a draft copy to the County for review, comment, and signature. After incorporating any comments, WCG will submit the appropriate number of copies of the completed submittal to the WDNR and to the County.

#### Task 7 – Chemical Product

Under this task, WCG will supply the County with one 275 gallon tote of QuickAir V for the operation of odor control systems assuming a consumption rate of 3 gallons per day, the tote last for approximately 90 days of operation. The cost for the product is provided in the attached proposed budget and includes delivered costs. Prior to the completion of the 90 days, WCG and the County will establish further purchasing needs of the product.

#### **Schedule and Budget**

The schedule of this project will be determined based on the delivery of the distribution pipe and the dispersion machine, each of which is expected to take approximately six to nine weeks after approval of the project by the County. The actual field work will be scheduled with the County and is expected to take approximately two weeks depending on the County's installation schedule.

The project budget has been derived using the approved labor rate schedule for the 5-year on call engineering services Agreement No.: 13160 between Dane County and WCG with the exception that a Construction Manager classification and unit cost has been added for local installation support.

The proposed budget is attached.



### **Project Assumptions**

The preceding scope of work and budget have been developed based on the information available to WCG. The following assumptions have been made for the development of the scope of work and budget.

1. The odor control system layouts shown on the attached figure are proposed and may vary from the actual design at the time of design and implementation.
2. Electricity (including breaker box(es)) will be provided at the finalized location of the "boxes" by the County at no cost to WCG and will be three-phase.
3. The County will provide the necessary enclosed structure for the "boxes" and site preparation. It is assumed no concrete foundation design is needed.
4. WCG will provide a maximum of 4,000 lf of HDPE SDR 32.5 pipe for the odor control system.
5. No distribution piping will cross under the current access roads for the north/east odor control system.
6. For the first odor control system (north/east), the distribution piping, telephone poles, steel cabling, and t-posts will be installed by the County. The County will provide the telephone poles, steel cabling, and required steel cable mounting hardware.
7. The County will provide all as-built LFG system information associated with the area, if required, in electronic format (AutoCAD or Microstation).
8. Project surveying, if required, will be performed under a separate contract, a new task, or the County will retain a separate survey services provider.
9. It is assumed that the existing air permit will need to be updated with only minor revisions.
10. This proposal does not include clearing and grubbing.
11. Operations and maintenance (O&M) services other than the scope of work in Task 4 are not considered under the project.
12. Engineering modeling for compressible flow in the proposed chemical delivery pipe will not be required for this project.
13. Geosynthetic materials (such as final cover geomembrane and GCL) exist within the project area west of the EE overlay limit of waste.
14. The County will identify the locations of all underground utility lines and landfill components associated with the pipe and odor control system installation.
15. There will not be an easement crossing for the finalized pipe location. However, if any easement crossing is necessary, the County will coordinate with the easement holder and WCG will only provide a pipe layout plan.
16. The odor control machines (boxes) will be stored in an enclosed structure for freeze protection. Freeze protection for the chemical storage tank will be completed by using a submersible heating pad.
17. The odor control system chemical (e.g., provided in 275 gallon totes) delivered to the site will be transported from onsite storage area to the odor control machine location

- by the County during the initial work and future operations to fill the odor control machine's storage tank (typically 60 gallons).
18. Remote operation controls, such as SCADA, are not included in this proposal; however, if desired by the County, WCG can equip the odor control machines (either prior to the initial delivery or in the future) with a SCADA system.
  19. The budget for this project has been developed based on a time and material basis. WCG will coordinate any budget changes with the County prior to completion of work or changes in project scope.

WCG understands the previously provided WCG General Terms and Conditions for previous proposals will not be accepted by Dane County. WCG understands should Dane County proceed with this project as proposed, a standalone contract will be issued based on the previously reviewed Purchase of Services Agreement used for the 5-year on call engineering services Agreement No.: 13160 between Dane County and WCG.

WCG appreciates this opportunity to provide this revised proposal and to work directly with Dane County on resolving the odor. Please contact Kenny Bergschultz at (844) 263-1618 or through email at [kbergschultz@wcgrp.com](mailto:kbergschultz@wcgrp.com) should you have any questions.

Sincerely,

Weaver Consultants Group



Kenneth J. Bergschultz, PE  
Senior Project Manager



Matthew K. Stutz, PE  
Principal

Attachments: As noted.

Cc: Nevzat Turan, WCG  
Abdullah Younes, Dane County

**Proposed Budget - REVISED 2/9/2018**  
**Non-aqueous Odor Control System**  
**Dane County Landfill No. 2 (Rodefild) Landfill**  
**Dane County, WI**

	Unit	Unit Rate	Total
<b>Task 1 - Design of Pipe Configuration</b>			
Principal	24 hrs.	\$ 186	\$ 4,464.00
Senior Project Manager	24 hrs.	\$ 140	\$ 3,360.00
Misc. Expenses			\$ 150.00
<b>Task Total:</b>			<b>\$ 7,974.00</b>
<b>Task 2 - Odor Control System Installation</b>			
<b>System No. 1 (North and East)</b>			
Principal	4 hrs.	\$ 186	\$ 744.00
Senior Project Manager	36 hrs.	\$ 140	\$ 5,040.00
Construction Manager	80 hrs.	\$ 84	\$ 6,720.00
Equipment Rental			\$ 1,100.00
Hardware (t-posts, clamps, saddles, pipe fittings, etc.)			\$ 3,500.00
Maximum 4,000 lf, 4-in. SDR 32.5 HDPE Pipe (delivered)			\$ 12,000.00
Dispersion Machine ("box")(delivered)			\$ 50,000.00
<b>SubTotal:</b>			<b>\$ 79,104.00</b>
<b>Task 3 - System Startup</b>			
Principal	4 hrs.	\$ 186	\$ 744.00
Senior Project Manager	14 hrs.	\$ 140	\$ 1,960.00
Misc. Expenses			\$ 100.00
<b>Task Total:</b>			<b>\$ 2,804.00</b>
<b>Task 4 - Operations Training</b>			
Principal	2 hrs.	\$ 186	\$ 372.00
Senior Project Manager	8 hrs.	\$ 140	\$ 1,120.00
Misc. Expenses			\$ 150.00
<b>Task Total:</b>			<b>\$ 1,642.00</b>
<b>Task 5 - Permit Modification</b>			
<b>Task 5.1 - Operations Plan</b>			
Principal	2 hrs.	\$ 186	\$ 372.00
Senior Project Manager	12 hrs.	\$ 140	\$ 1,680.00
Project Engineer	20 hrs.	\$ 99	\$ 1,980.00
CAD Designer III	4 hrs.	\$ 90	\$ 360.00
Clerical	4 hrs.	\$ 47	\$ 188.00
Misc. Expenses			\$ 250.00
<b>Task Total:</b>			<b>\$ 4,830.00</b>

**Proposed Budget - REVISED 2/9/2018**  
**Non-aqueous Odor Control System**  
**Dane County Landfill No. 2 (Rodefild) Landfill**  
**Dane County, WI**

	Unit	Unit Rate	Total
<b>Task 5.2 - Regulatory Comment Response</b>			
Principal	1 hrs.	\$ 186	\$ 186.00
Senior Project Manager	4 hrs.	\$ 140	\$ 560.00
Project Engineer	6 hrs.	\$ 99	\$ 594.00
CAD Designer III	1 hrs.	\$ 90	\$ 90.00
Clerical	3 hrs.	\$ 47	\$ 141.00
Misc. Expenses			\$ 200.00
		<b>Task Total:</b>	<b>\$ 1,771.00</b>
<b>Task 6 - Air Permit Update</b>			
Principal	2 hrs.	\$ 186	\$ 372.00
Senior Project Manager	8 hrs.	\$ 140	\$ 1,120.00
Staff Engineer	20 hrs.	\$ 93	\$ 1,860.00
Clerical	3 hrs.	\$ 47	\$ 141.00
Misc. Expenses			\$ 200.00
		<b>Task Total:</b>	<b>\$ 3,693.00</b>
<b>Task 7 - Chemical Product</b>			
Supply Quick V Chemical Product (delivered)	275 gallons	\$ 50	\$ 13,750.00
		<b>Task Total:</b>	<b>\$ 13,750.00</b>

<b>Project Total: \$ 115,568.00</b>
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