

Dane County Contract Cover Sheet

Revised 01/2024

Res 021
significant

Dept./Division	Dane County Department of Waste & Renewables		
Vendor Name	TRC Environmental Corporation	MUNIS #	21701
Brief Contract Title/Description	Landfill Construction Quality Assurance (CQA) Services - RFP No. 325036		
Contract Term	6/1/2026 to 12/31/2027		
Contract Amount	\$486,415		

Contract # Admin will assign	16321
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	Zach Bauman
Phone #	608-516-1542	Phone #	608-416-0821
Email	thomas.alex@danecounty.gov	Email	zbauman@trccompanies.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 # 325036
	☐ 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 # 1570	Org: SWLNDFLL	Obj: 51170	Proj:	\$ 486,415.00
		Org:	Obj:	Proj:	\$
	Year 2026	Org:	Obj:	Proj:	\$

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	☐ Contract does not exceed \$100,000	
	☒ Contract exceeds \$100,000 – resolution required.	Res # 021
	☒ A copy of the Resolution is attached to the contract cover sheet.	Year 2026

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

APPROVAL	
Dept. Head / Authorized Designee	
Welch, John	Digitally signed by Welch, John Date: 2026.05.05 18:35:04 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
Slaven, Shelby	David Gault

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 5/11/26 Date Out: _____	☒ Controller, Purchasing, Corp Counsel, Risk Management

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The Department of Waste & Renewables reports the receipt of proposals for Landfill Construction Quality Assurance (CQA) Services - RFP No. 325036.

A complete receipt of proposals is on file at the Department of Waste & Renewables.

An Agreement has been negotiated with:

TRC Environmental Corporation
10680 White Rock Road
Suite 100
Rancho Cordova, CA 95670

The Waste & Renewables staff finds the amount to be reasonable and recommends the Agreement be awarded to TRC Environmental Corporation.

There are sufficient funds available for this project. The term of the borrowing used to support this project will 10 years.

NOW, THEREFORE, BE IT RESOLVED that an Agreement be awarded to TRC Environmental Corporation in the amount of \$486,415.00; and

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

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: 4/17/2026
Project No.: 325036
Agreement No.: 16321

THIS AGREEMENT is between the County of Dane, by its Department of Waste & Renewables (W&R), hereinafter referred to as "COUNTY", and Consultant's TRC Environmental Corporation, 21Griffin Road North Suite 338 Windsor, CT 06095 hereinafter called the "Consultant".

WITNESSETH

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

RFP 325036: Landfill Construction Quality Assurance (CQA) Services

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.

TRC Environmental Corporation

Douglas R. Genthe 2026.04.22
11:23:26-05'00'

Signature Date
Douglas R. Genthe

Printed Name
VP, Geo-Environmental Engineering

Title
06 0861618

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.
- K. For this project the following terms will 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, furniture, fixtures and equipment (FF&E) expenditures 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), the architect / engineering design team (A/E) & the commissioning provider (CxP) if applicable. Occasionally, others may join or provide input to this team.
6. Project Committee (if applicable): A group of individuals selected by the Chair of the respective Committee. The Consultant shall be present & provide input for the meetings of this group.

2. ARTICLE 2: COUNTY'S RESPONSIBILITIES

- A. COUNTY will determine the Project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.
- 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.
- C. COUNTY will provide available information regarding the requirements for the Project, which set forth COUNTY's objectives for program, schedule and overall Project Budget. COUNTY will 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 will communicate to the Consultant the format of the documents required to be submitted.
- E. COUNTY will examine documents submitted by the Consultant and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the Consultant's work. COUNTY will coordinate review comments from the Department of Waste & Renewables (W&R) and COUNTY staff prior to issuance to the Consultant.
- F. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders and conduct the bid opening for the Project.
- G. COUNTY will prepare and process the Agreements between COUNTY and Consultant, and between COUNTY and construction contractor(s).
- H. Unless otherwise specified in this Agreement, COUNTY will 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 upon ten (10) calendar days written notice to the Consultant. In the event of termination, the Consultant 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 prior to further 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 will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Director of the Department of Waste & Renewables (W&R) for review and resolution. The decision of the Director of the Department of Waste & Renewables (W&R) 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.
- 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.

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 will 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. Consultant shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Specialist when such announcements are issued.

ATTACHMENT A – SCOPE OF SERVICES

1. General Overview

- A. CONSULTANT shall be well-versed on the Request for Bid (RFB) No. 326001 titled "Dane County Landfill Site No. 3 – Phase 1, Cell 1 Liner Construction". CONSULTANT will execute and be responsible for the implementation of the CQA Plan for Dane County Landfill Site No. 3 that was provided in RFP 325036.
- 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 weekly construction progress meetings, provide meeting minutes from the weekly construction progress 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.

2. CQA Representative

- A. CONSULTANT shall provide during all construction events a qualified CQA representative. The CQA representative must meet the following minimum requirements:
 - 1. Full-time employee
 - 2. Four (4) years of field experience or a minimum of two (2) projects completed of similar scale.
- B. CQA Representative(s) shall be present at all meetings, including but not limited to, preconstruction and progress meetings. CQA Representative shall be responsible for the preparation and distribution of meeting agenda and minutes. Progress meetings are anticipated to be weekly meetings starting June 1st, 2026 or after Notice to Proceed, whichever is earliest.
- C. CQA Representative(s) shall lead pre-construction meeting for geosynthetics including but not limited to coordinating meeting date(s), notifying all individuals, and preparing and distributing meeting agenda and minutes. Individuals required to be present at pre-construction meetings are as follows; WDNR representative, W+R representative, Contractor representative, and geosynthetic installer representative.
- D. W+R shall be responsible for erosion control permitting and CQA representative(s) shall be responsible for weekly erosion control inspections and documentation, as necessary.

3. Soil sampling and testing

- A. CONSULTANT shall have their own testing equipment and certified operators with all proper and up-to-date certifications.
 - B. CONSULTANT shall develop and implement soil sampling and testing plan and any required drawings per CQA Plan. All costs associated with soil sampling, transportation, and testing shall be included in fixed fee in Attachment B.
 - C. CONSULTANT shall coordinate with Contractor for soil sampling and testing as to not delay construction. Note, additional subbase verification may be necessary to confirm separation to from top of subbase to top of bedrock. This may be done using a soil probe.
4. Geosynthetic sampling and testing
- A. CONSULTANT shall coordinate with the geosynthetic installer and manufacturer for any sampling or testing required for quality control purposes.
 - B. CONSULTANT shall develop and implement geosynthetic sampling and testing plan and any required drawings per CQA Plan. All costs associated with sampling, transportation, and testing shall be included in fixed fee in Attachment B.
 - C. CONSULTANT shall coordinate with Contractor for geosynthetic sampling and testing so as not delay construction.
5. WDNR reporting
- A. CONSULTANT shall be responsible for all reports and/or field modifications submitted to WDNR and shall be stamped by a professional engineer registered in the state of Wisconsin. All reports submitted to WDNR shall be complete and submitted in a timely manner for appropriate approvals. The construction documentation report must be submitted within 30 days of construction completion.
 - B. Dane County anticipates one submittal to WDNR per stage of Construction in the form of a Pre-Installation Report
 - C. CONSULTANT shall submit documentation report to WDNR no later than 30 days after substantial completion of Phase 1, Cell 1.
 - D. CONSULTANT shall be responsible for the delivery of report to WDNR and distribution to selected Solid Waste Division engineers. All associated costs with report submittals shall be included in Attachment B.
6. Required Meetings
- A. Pre-construction meeting
 - B. Weekly construction progress meetings
 - C. One (1) Review meeting per WDNR Submission
7. Deliverables
- A. Documentation for required inspections, testing, and sampling, as outlined in the CQA Plan (Appendix D)
 - B. Monthly status reports
 - C. Agendas and meeting minutes for weekly construction meetings and pre-construction meetings
 - D. Weekly erosion control inspection documentation
 - E. Submittals to WDNR, including field modification submittals and pre-installation reports by construction stage

ATTACHMENT B – PAYMENT AND RATE SCHEDULE

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 325036.
- 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, 2027 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 for CQA Representative: Hourly fee of \$86.50 for an estimated total of \$185,975. Payments shall be made monthly, not to exceed each line-item outlined below:
 - a. CQA Representative(s) (10 months onsite at 50 hours/week) \$185,975
 - 2. Base Fee for Soil Sampling and Testing: \$85,800. Payments shall be made monthly, not to exceed each line-item outlined below:
 - a. Completion of Soil Sampling and Testing as described in Attachment A \$85,800
 - 3. Base Fee for Geosynthetic Sampling and Testing: \$18,600. Payments shall be made monthly, not to exceed each line-item outlined below:
 - a. Completion of Geosynthetic Sampling and Testing as described in Attachment A \$18,600
 - 4. Base Fee for Project Management: Weekly fee of \$2,880 for a total of \$123,840. Payments shall be made monthly, not to exceed each line-item outlined below:
 - a. Project Management (10 months of oversight) \$123,840
 - 5. Base Fee for Documentation Reports: \$64,000. Payments shall be made monthly, not to exceed each line-item outlined below:
 - a. Completion of Documentation Reports as described in Attachment A \$64,000
 - 6. Unit Fee for Field Modifications: \$8,200. Payments shall be made monthly, not to exceed each line-item outlined below:
 - a. Completion of required field modifications at the rate of: \$8,200

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 4/2/2026.

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. A 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.

ATTACHMENT C – REPORTING SCHEDULE

7. Definitions

- A. Reporting Deadlines: The required submittal timeframes identified in Section 1 of this Attachment.
- B. Late Submission: Any report or documentation not submitted by the applicable Reporting Deadline.
- C. Occurrence: Each individual instance of failure to perform required inspections or provide required documentation.

8. Reporting Requirements

- A. CONSULTANT shall deliver Pre-construction Reports to WDNR a minimum of four (4) weeks prior to geosynthetic installation, in accordance with Attachment A.
- B. CONSULTANT shall deliver a Construction Documentation Report to WDNR within 30 days following substantial completion of Phase 1, Cell 1 Liner Construction.
- C. CONSULTANT shall perform weekly erosion control inspections and provide associated documentation in accordance with NR 216.48(4).

9. Failure to Meet Reporting Requirements

- A. If CONSULTANT fails to deliver Pre-Installation Reports within the required timeframe, CONSULTANT shall pay COUNTY \$500.00 per week, per report, for each week the report is late.
- B. If CONSULTANT fails to deliver the Construction Documentation Report within the required timeframe, CONSULTANT shall pay COUNTY \$2,000.00 per week for each week the report is late.
- C. If CONSULTANT fails to perform required erosion control inspections or provide associated documentation in accordance with NR 216.48(4), CONSULTANT shall pay COUNTY \$100.00 per occurrence.