

Dane County Contract Cover Sheet

Revised 01/2025

Res 346
significant

Dept./Division	Waste & Renewables		
Vendor Name	Short Elliot Hendrickson Inc	MUNIS #	7124
Brief Contract Title/Description	Professional engineering services for the Leachate Transmission System upgrades at Rodefild Landfill.		
Contract Term	4/1/2025 through 6/1/2027		
Contract Amount	\$249,800.00		

Contract # Admin will assign	15783
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Alejandra Viso	Name	Jerry Mandli
Phone #	608-513-7294	Phone #	608-206-6585
Email	viso.alejandra@danecounty.gov	Email	gmandli@sehinc.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/>	\$13,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/>	Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input checked="" type="checkbox"/>	Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	324040
	<input type="checkbox"/>	Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/>	Bid Waiver – Over \$45,000 (N/A to Public Works)		
	<input type="checkbox"/>	Cooperative Contract	Contract Name & #	
	<input type="checkbox"/>	N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		



MUNIS Req.	Req #	1224	Org: SWRODFLD	Obj: 57731	Proj:	\$ 249,800.00
	Year	2025	Org:	Obj:	Proj:	\$
			Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	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	<input type="checkbox"/>	Contract does not exceed \$100,000	
	<input checked="" type="checkbox"/>	Contract exceeds \$100,000 – resolution required.	
	<input checked="" type="checkbox"/>	A copy of the Resolution is attached to the contract cover sheet.	
	Res #	346	
	Year	2024	

CONTRACT MODIFICATIONS – Standard Terms and Conditions			
<input type="checkbox"/>	No modifications.	<input checked="" type="checkbox"/>	Modifications and reviewed by: Justis Hagberg (3/17/25)
<input type="checkbox"/>	Non-standard Contract		

APPROVAL	
Dept. Head / Authorized Designee	
Welch, John	Digitally signed by Welch, John Date: 2025.02.20 09:54:16 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/21/25	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, March 25, 2025 12:14 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15783
Attachments: 15783.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/25/2025 12:21 PM	Approve: 3/25/2025 4:52 PM
	Patten (Purchasing), Peter		Approve: 3/25/2025 12:34 PM
	Gault, David	Read: 3/25/2025 1:09 PM	Approve: 3/25/2025 1:13 PM
	Cotillier, Joshua		Approve: 3/25/2025 1:21 PM
	Stavn, Stephanie	Read: 3/25/2025 3:34 PM	
	Oby, Joe		

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

Contract #15783

Department: Waste & Renewables

Vendor: Short Elliot Hendrickson

Contract Description: Engineering services for Leachate Transmission System at Rodefild Landfill (Res 346)

Contract Term: 4/1/25 – 6/1/27

Contract Amount: \$249,800.00

Thanks much,
Michelle

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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2024 RES-346

AWARD OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
DANE COUNTY'S RODEFELD LANDFILL LEACHATE SYSTEM INFRASTRUCTURE
UPGRADES

The Department of Waste and Renewables reports the receipt of proposals for Professional Engineering Services for Leachate System Infrastructure Upgrades at Rodefeld Landfill, 7102 Maahic Way, Madison, WI- RFP No. 324040.

A complete tabulation is on file at the Department of Waste and Renewables.

An Agreement has been negotiated with:

Short Elliot Hendrickson, Inc
3535 Vadnais Center Dr.
St. Paul, MN 55110

The Waste and Renewables staff finds the amount to be reasonable and recommends the Agreement be awarded to Short Elliot Hendrickson, Inc.

There are sufficient funds available for this project. The term of the borrowing used to support this project will be 20 years,

NOW, THEREFORE, BE IT RESOLVED that an Agreement be awarded to Short Elliot Hendrickson, Inc. in the amount of \$249,800.00; and

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

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

COUNTY OF DANE
PROFESSIONAL SERVICES AGREEMENT
SIGNATURE PAGE

Date: 3/20/2025
Project No.: 324040
Maximum Cost: \$249,800.00
Agreement No.: 15783

THIS AGREEMENT is between the County of Dane, by its Department of Waste & Renewables hereinafter referred to as “COUNTY”, and Short Elliot Hendrickson, Inc., 3535 Vadnais Center dr., St Paul, MN 55110, hereinafter called the “ENGINEER”.

WITNESSETH

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

Leachate infrastructure upgrades for the COUNTY’s Rodefild Landfill.

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

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the ENGINEER 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 ENGINEER have executed this Agreement as of the above date.

Short Elliott Hendrickson, Inc.

 3/20/2025

Signature Date

Trevor M. Frank

Printed Name

Principal

Title

41-1251208

Federal Employer Identification Number (FEIN)

COUNTY OF DANE

Melissa Agard, County Executive Date

Scott McDonell, County Clerk Date

COUNTY OF DANE
PROFESSIONAL SERVICES AGREEMENT
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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 “ENGINEER” shall be governed by the following Terms and Conditions.
- B. The ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER's cost estimate for the Construction Budget before any bids are received.
 5. Project Planning Team: Dane County staff from the ENGINEER department and ENGINEER the architect / engineering design team (A/E) & the commissioning provider (CxP) if applicable. Occasionally, others may join or provide input to this team.

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 ENGINEER data or documents known to COUNTY or requested by the ENGINEER which may be needed for the fulfillment of the professional responsibility of the ENGINEER. Documents provided by COUNTY shall not relieve the ENGINEER from the responsibility for conducting a field survey to verify existing conditions as specified herein.
- D. COUNTY will communicate to the ENGINEER the format of the documents required to be submitted.
- E. COUNTY will examine documents submitted by the ENGINEER and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the ENGINEER's work. COUNTY will coordinate review comments from the ENGINEER and COUNTY staff prior to issuance to the ENGINEER.
- 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 ENGINEER, 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 ENGINEER '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 ENGINEER.

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 ENGINEER. In the event of termination, the ENGINEER 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 ENGINEER and any consultant on this Project is terminated, the results of work by that consultant shall immediately be turned over to the ENGINEER.

5. ARTICLE 5: OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- A. All reports, drawings, specifications, renderings, models, details, and other such documents prepared by the ENGINEER or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the ENGINEER '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 ENGINEER. If COUNTY uses or modifies documents without involvement or written consent of the ENGINEER or its sub-consultant(s), COUNTY shall remove name and signatures of the ENGINEER 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 ENGINEER 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 ENGINEER, 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 ENGINEER 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. ENGINEER 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 ENGINEER 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. ENGINEER 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 ENGINEER 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 ENGINEER shall, unless prohibited by law, promptly notify the COUNTY of such request.

6. ARTICLE 6: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

- A. ENGINEER shall indemnify and hold harmless the 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 ENGINEER's negligent or tortious errors, acts, or omissions in furnishing the services or goods required to be provided under his Agreement. Any failure on the part of the ENGINEER to comply with reporting or other provisions of its insurance policies shall not affect this ENGINEER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving ENGINEER of any obligation under this paragraph. The obligations of ENGINEER under this paragraph shall survive the expiration or termination of this Agreement.

7. ARTICLE 7: PROFESSIONAL LIABILITY INSURANCE

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

8. ARTICLE 8: OTHER INSURANCE

- A. The ENGINEER 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 ENGINEER'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 ENGINEER 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. ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER for review and resolution. The decision of the Director of the ENGINEER 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 ENGINEER.
- 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 ENGINEER. ENGINEER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by ENGINEER is authentic.
 - 1. This Agreement has no effect until signed by both parties. The submission of this Agreement to ENGINEER for examination does not constitute an offer. ENGINEER 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, ENGINEER 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). ENGINEER 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 ENGINEER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the ENGINEER 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. ENGINEER 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. ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER's Plan is sufficient.

2. ENGINEER agrees to comply with the COUNTY's civil rights compliance policies and procedures. ENGINEER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the ENGINEER. ENGINEER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. ENGINEER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
3. ENGINEER shall post the Equal Opportunity Policy, the name of ENGINEER'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. ENGINEER 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. ENGINEER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Specialist when such announcements are issued.

ATTACHMENT A. CONSULTANT AGREEMENT

Date: 3/20/2025
Project No.: 324040
Agreement No.: _____

THIS AGREEMENT is between Short Elliot Hendrickson, Inc., hereinafter called "ENGINEER" executing this Agreement, and Evologic, hereinafter called the "CONSULTANT".

WITNESSETH

WHEREAS, the ENGINEER has entered into an Agreement with COUNTY to furnish professional services with a project, hereinafter named "Project", which is described as follows:

Leachate infrastructure upgrades for COUNTY's Rodefild Landfill.

WHEREAS, the ENGINEER deems it advisable to engage the services of a CONSULTANT to furnish professional services in connection with this project, and

WHEREAS, the ENGINEER and CONSULTANT agree that the terms of the Agreement between COUNTY and the ENGINEER also apply to this Agreement as though fully set forth and binding upon the CONSULTANT and

WHEREAS, the CONSULTANT agrees that in the event of conflict between the ENGINEER's Agreement with COUNTY and the ENGINEER's Agreement with the CONSULTANT, the ENGINEER's Agreement with COUNTY shall take precedence, and

WHEREAS, the CONSULTANT has signified willingness to furnish services for the ENGINEER;

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the Agreement between COUNTY and the ENGINEER which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the ENGINEER and the CONSULTANT have executed this Agreement.

Evologic, Inc.
Name of the CONSULTANT's Firm
[Signature] 3/21/22
Signature Date
Erich Deutsch
Printed Name
President.
Title

Short Elliott Hendrickson, Inc
Name of the ENGINEER's Firm
[Signature] 3/20/2025
Signature Date
Trevor M. Frank
Printed Name
Principal
Title

The CONSULTANT will be providing the following services:
EvoLogic will provide design and consulting services to evaluate the existing leachate system, assist in the design and analysis for preparation of the documents for procurement of a new SCADA system for the Leachate Updates Project.

ATTACHMENT B. SCOPE OF SERVICES

1. General

- a. Professional architectural and engineering design services for Leachate Transmission System Upgrades shall be provided by the ENGINEER in each of the following phases:

Phase 1: Needs Assessment

Phase 2: Construction Documents

Phase 3: Permitting

Phase 4: Bidding Assistance

Phase 5: Construction Assistance and Record Documentation

The ENGINEER may perform work in a Phase of Work, prior to conclusion of preceding Phase or COUNTY approval, at ENGINEER's own risk.

- b. An assigned COUNTY Project Manager shall be the ENGINEER'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.
- c. The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.
- d. Document Submittals: 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 PDF file(s), electronic versions shall include the original file format (e.g. Microsoft Word, AutoCAD, Microsoft Excel, PowerPoint, etc.).
- e. Meetings and Communications: ENGINEER 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. ENGINEER shall attend and prepare agendas for bi-weekly check-in meetings, provide meeting minutes from the bi-weekly check-in meetings, and attend required meetings as outlined in each Phase of Work. ENGINEER shall be responsible for preparing agendas and meeting minutes for required meetings as outlined in each Phase of Work.
- f. ENGINEER 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.
- g. ENGINEER shall submit a data request to COUNTY, prior to starting Work. COUNTY shall provide all available reports, record documents, boring logs, site drawings and specifications to selected ENGINEER firm. Drawings and specifications may not be complete or in an as-built condition. A/E firm shall confirm accuracy of drawings and specifications. COUNTY shall provide any necessary hazardous material protection or abatement.

2. Phase 1 – Needs Assessment

- a. Purpose: The purpose of the Needs Assessment is to evaluate the condition and functionality of the existing infrastructure and provide a report of the findings.
- b. Scope of Work

- i. ENGINEER shall review all available reports, record documents, boring logs, site drawings and specifications provided by COUNTY and request additional information, as necessary.
- ii. ENGINEER shall conduct an initial site investigation to verify record drawings/ documents to accurately assess site.
- iii. ENGINEER shall prepare an Assessment Report consisting of text, tables, drawings, and other documents that:
 1. Detail leachate piping sections to be upgraded or replaced.
 2. Detail leachate pump specifications and identify pumps to be replaced.
 3. Detail re-design of leachate manholes or vaults to be upgraded or replaced, as necessary.
 4. Detail upgrades to key leachate manholes or vaults that ensure the system is set up for future leachate recirculation. This includes:
 - a. Flow meters or pump cycle counts at leachate manholes or vaults to record flow or volume at key locations.
 - b. Floats to measure leachate levels at key locations.
 - c. Alarm system to indicate when liquid exceeds allowable levels and shut off pumps.
 - d. Control panels, as necessary.
 5. Detail a SCADA system capable of recording daily flow readings at key leachate manholes or vaults and volume readings at key leachate pumps. This includes:
 - a. Providing a recommendation on which leachate manholes and vaults require daily flow readings and which leachate pumps require volume readings.
 - b. Integration of the control panels located at key leachate manholes or vaults.
 - c. Integration of an alarm system.
 - d. Integration of the SCADA system to the existing control systems.
 6. Detail a solution for electrical tie-in for system components.
 7. Detail health and safety considerations of each LTS component. This includes:
 - a. Locks, alarms, and fall protection at each leachate manhole or vault.
 - b. Solutions to minimize confined space entry hazards, specifically for LS-101, MH-103, MH-106, LS-2, MH-3, MH-4, MH-5, and MH-6.
 8. Include design considerations that allow Contractor to complete the construction work in a safe manner.

9. Detail new gate isolation valves on the Northeastern and Southeastern stormwater ponds and on the Northern culvert.
10. Detail the capability to read leachate head well readings remotely (optional).
11. Detail the capability to control leachate pumps remotely (optional).

iv. The Assessment shall contain the following sections at a minimum:

1. Executive Summary
2. Introduction
3. Analysis
4. Options
5. Recommendations

c. Required Meetings

- i. Kick-off Meeting
- ii. Review Meeting

d. Deliverables

- i. ENGINEER shall provide COUNTY with the Assessment, as outlined above, no later than September 15, 2025.

3. Phase 2 – Construction Documents

a. Purpose: The purpose of the Construction Documents is to provide detailed drawings sets outlining recommended repairs, re-designs, and upgrades to be used for the Construction of the Project. Construction Opinion of Probable Cost shall also be included.

b. Scope of Work

i. Construction Documents

1. The ENGINEER shall prepare Construction Documents for bidding, construction and commissioning of the Project. The Construction Documents shall provide the detailed requirements for the successful construction of the entire Project.
2. Construction Documents shall comply with COUNTY Master Specifications Division 00 and Division 01.
3. The Construction Documents shall be internally consistent in terms of coordination between: Work of the ENGINEER and its consultants, requirements of various divisions or trades, and drawings and specifications.
4. The ENGINEER shall develop and provide documents for the systems designed which shall achieve a biddable and constructible project, compliant with all applicable building and safety codes. These services shall include, but not be limited to:

- a. Coordination, to protect the integrity of the design and facilitate construction with:

- i. Manufacturers: Ensure that manufactured items called for in the documents are currently available and shall fit, interface and perform as required to achieve design intent.
- ii. Consultants: Ensure that information necessary to their work is provided in a timely manner and that consultants exchange information with each other and the ENGINEER.
- iii. Utility Companies: Determine the standard operating procedures and time requirements for obtaining the services and the cooperation of the utility companies involved in the execution of the Project.
- iv. Such other agencies, boards, associations or individuals whose activities could impact or interfere with the successful completion of the Project.

5. Inclusion in Construction Documents of:

- a. Plans, elevations and sections at a scale which is sufficient to give a full and complete understanding of the construction, dimensions thereof, materials to be employed, location of utilities and any other pertinent data.
- b. Details, diagrams, schedules, photo reproductions and other graphic methods appropriate to define work required to be performed to accomplish the purposes of the Project.
- c. Description of existing conditions of site and / or structures with sufficient clarity to permit their use without ambiguity in the bidding, construction and commissioning process.

6. Inclusion in the specifications documents of bidding and contract requirements, special provisions and / or appendices, and technical sections. Unless otherwise agreed to by COUNTY, the format shall generally follow the divisions of the Construction Specifications Institute. If approved by COUNTY in writing, short form specifications for limited scope work may be included on the drawings in lieu of Construction Specifications Institute format specification sections.

- a. The technical sections of the specifications shall completely and concisely describe the materials and services to be employed or installed by the construction contractor(s) in the work. These specifications shall describe the work to be done and shall be arranged by work or material in appropriate divisions with suitable cross-references for clarity and continuity
- b. The technical sections of the specifications shall be carefully worded to allow a clear understanding of the work required by each of the construction contractors and their subcontractors, and to describe the responsibility for the work required to be performed by such contractor(s), individually and collectively, without ambiguity as to which technical sections of the specifications cover each element of work.
- c. The technical sections of the specifications shall clearly state the minimum grade, quality, and type of materials and workmanship required. These specifications shall not restrict competition, where it is available, but shall

state a level of quality, which can be objectively determined by persons normally engaged in the type of trade or practice described.

- d. When two (2) or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the Project, each such known manufactured product shall be specified for potential use on the Project.
 - e. The professional judgment of the ENGINEER or the direction of the COUNTY may limit competition to a brand name, process, or technique of manufacture.
 - f. The ENGINEER shall compile and include in the construction contract documents a summary listing of all submittals required for the Project from the construction contractor(s). Including, but not limited to; shop drawings, samples, cuts, catalogs, models, mockups and other preliminary information needed from the contractors to describe how they shall fulfill their responsibilities under their contracts.
7. Upon determination by the ENGINEER that the project design is represented by Construction Documents, those documents shall be submitted to COUNTY for review and concurrence prior to release for bidding.
- a. The ENGINEER shall provide COUNTY with review sets in a format and standard specified by COUNTY.
 - b. COUNTY shall issue a list of recommended changes, comments, clarification requests, or corrections to be incorporated into the next review set or final documents. The ENGINEER shall submit written replies from the A/E and its sub-consultants to changes, comments, clarification requests, or corrections issued by COUNTY. Directions by COUNTY shall be incorporated into the documents to the extent they comply with applicable codes and regulations.
8. The ENGINEER shall affix to both the cover sheet of Drawings and inside cover of Project Manual current State of Wisconsin registration seal, number & signature. These shall be applied by registered architect and each professional engineer responsible for project design.
9. Upon delivery of final Construction Documents, the ENGINEER shall provide updated estimates of Construction Opinion of Probable Cost and schedules.
10. COUNTY will distribute drawings and specifications for bidding purposes.
- a. Required Meetings
 - ii. Kick-off Meeting
 - iii. Review Meetings: These meetings shall be held after 75% and 95% review of the draft Construction Documents
 - b. Deliverables
 - iv. Provide draft Construction Documents (drawings and specifications), as outlined above, to COUNTY at 75% and 95% design.

- v. Provide final Construction Documents, as outlined above, to COUNTY, no later than March 15, 2026.

4. Phase 3 – Permitting

- a. Purpose: The purpose of Permitting is to prepare permitting documents and submit to appropriate agencies, participate in permitting discussions with governing municipalities, and attend public meetings.
- b. Scope of Work
 - i. The ENGINEER shall be responsible for preparing, submitting, and obtaining the following permits and agreements:
 - 1. Applicable erosion control permits.
 - 2. Plan Modifications with Wisconsin Department of Natural Resources (WDNR), if applicable under [NR 514](#).
 - 3. WDNR Construction Documentation, if applicable under [NR 516](#).
 - 4. Any other applicable permits based on the Scope of Work.
 - ii. The COUNTY shall reimburse the ENGINEER for fees associated with permit applications.
 - iii. The ENGINEER shall be responsible for preparing and submitting Dane County and WDNR Erosion Control (EC) permit applications, as applicable.
 - iv. The ENGINEER shall prepare and submit appropriate Plan Modifications and Construction Documentation to WDNR, as applicable.
 - v. The ENGINEER shall conduct a review of federal, state, and local regulations to ensure any applicable permits for the Scope of Work are identified. The ENGINEER shall prepare and submit additional permits identified during this review to appropriate agencies.
- c. Required Meetings
 - i. Kick-off Meeting
 - ii. Two (2) Application Review Meetings
- d. Deliverables
 - i. The ENGINEER shall provide the following applications (draft and final versions) and corresponding permits or agreements:
 - 1. Erosion Control Permits
 - 2. Plan Modifications, as applicable
 - 3. Construction Documentation, as applicable
 - 4. Additional Permits, as applicable

5. Phase 4 – Bidding Assistance

a. Purpose: The purpose Bidding Assistance is to attend a pre-bid meeting, and provide bid clarifications as necessary.

b. Scope of Work

i. Bidding Assistance

1. The Bidding Phase shall start with the publication of the Invitation to Bid and shall end with the award of the construction contract(s).
2. The ENGINEER shall serve as the professional technical consultant and advisor to COUNTY during the bidding process, including the preparation for and participation in Pre-Bid Conferences.
3. The ENGINEER shall answer all pre-bid questions from contractors in an addendum and prepare any additional addenda necessary, for COUNTY to review, authorize and distribute, as appropriate. Addendums prepared to clarify or correct errors, omissions, or negligence by the ENGINEER, shall be done at the ENGINEER's expense.
4. The ENGINEER shall assist COUNTY by evaluating and making recommendations to COUNTY on the qualifications of prospective construction contractors and subcontractors.
5. The ENGINEER shall assist COUNTY in analyzing bids and negotiating with the lowest, qualified, responsible bidders as deemed appropriate by COUNTY.

If the low bids submitted by qualified, responsible bidders exceed Construction Opinion of Probable Cost approved at Construction Documents Phase by seven and one-half percent (7.5%) or more, the ENGINEER shall revise and change the Construction Documents for a project rebidding, as approved by the COUNTY based on actual time and materials required for redesign, up to \$35,000, that will permit a proper award of the contract(s) within the approved Construction Opinion of Probable Cost or other funding limitation. If the low bid exceeds Construction Opinion of Probable Cost approved at Construction Documents Phase by less than seven and one-half percent (7.5%), at the COUNTY's option, the ENGINEER shall revise and change the Construction Documents for a project rebidding, as approved by COUNTY, but shall be compensated for revisions per negotiated amendment to this Professional Services Agreement.

6. In the event that there is a reduction in scope to keep the Project within Project Budget and this results in low bid(s) which total less than the Construction Budget, then the ENGINEER shall, prepare construction bulletin(s) to add deleted program work back into the Project, associated costs will be covered by the COUNTY via an allowance based on the Construction Bulletin Unit Fee provided in the ENGINEER's proposal.

c. Required Meetings

- i. Kick-off Meeting
- ii. Pre-Bid Meeting
- iii. Contractor Award Meeting

d. Deliverables

- i. Provide a draft and final Pre-Bid Meeting Agenda to COUNTY.
- ii. Provide one (1) draft Addendum to COUNTY (including Pre-Bid Meeting Minutes).

6. Phase 5 – Construction Assistance and Documentation

a. Purpose: The purpose of the Construction Assistance & Documentation is to act as COUNTY's construction administrator, conduct site visits, attend construction related meetings, review Contractor provided submittals, ensure equipment is commissioned and in operating condition, and prepare as-built documentation drawings at construction completion.

b. Scope of Work

i. Construction Assistance

1. Upon construction contract offer, the ENGINEER shall prepare Issued for Construction Documents that incorporate the final bidding documents, addenda issued, alternate bids accepted and negotiated contract changes. Incorporate all of which into the Issued for Construction Documents. Remove all references to accepted or rejected alternate bids and change the drawings' title block or specifications' footer appropriately. Complete such work in a timely fashion so not to delay construction or Authority Having Jurisdiction (AHJ) review & approval for permitting, but no later than seven (7) calendar days after construction contract offer.
2. The ENGINEER shall be required to attend the pre-construction meeting prior to construction. Following the pre-construction meeting, the ENGINEER shall review the Contractor's proposed construction schedule and assess the submittal schedule relative to the construction schedule and advise COUNTY of any potential conflicts.
3. The ENGINEER shall be responsible for arranging, conducting, taking notes, and publishing minutes of weekly construction progress meetings and act as the point of contact for the Contractor. The ENGINEER shall be required to attend the weekly construction progress meetings and act as an on-site technical and professional advisor to COUNTY which shall include:
 - a. Reviewing requests for information (RFI)
 - b. Develop and issue appropriate construction bulletins (CB), review Contractor submitted CB proposal, and provide a recommendation to COUNTY.
4. The ENGINEER shall provide an on-site representative who shall be qualified in construction administration and subject to the approval of COUNTY. The ENGINEER shall provide a COUNTY-approved person, with suitable experience in the construction process to visit the site in order to monitor and report the progress, quality, and timely performance of the work relative to the Construction Documents, as such work is being performed by the construction contractor(s). The ENGINEER shall keep COUNTY informed of the progress and quality of the work based on on-site observations and shall endeavor to protect COUNTY against

defects and deficiencies in the work. In this capacity the ENGINEER will have continuous access to the site.

5. The ENGINEER shall be responsible for the professional review and approval or rejection of shop drawings, samples and other submittals from the construction contractor(s) to determine conformance with the specific portions of the Construction Documents.
 - a. Deviation from the Construction Documents as noted by the contractor on submittals or otherwise observed by the ENGINEER shall be brought to the attention of COUNTY and concurrence received from COUNTY before any approval is given to a contractor.
 - b. Review of submittals which have priority status as determined by COUNTY, shall be completed within five (5) business days of receipt. Review of other submittals shall be completed within ten (10) business days of receipt, or in accordance with the submittal schedule prepared by the General Contractor and as approved by COUNTY and the ENGINEER at the start of construction.
 - c. The ENGINEER shall be responsible for submittal activity conducted by its consultants in the same manner as if such review were made by the ENGINEER.
6. The ENGINEER shall review requests for information (RFIs) and shall respond within five (5) business days.
7. The ENGINEER shall develop and issue appropriate construction bulletins (CBs) at the direction of the COUNTY's Project Manager. The ENGINEER shall then evaluate the CB proposals received from the construction contractors and provide COUNTY with a written recommendation regarding the appropriateness of the proposals. The evaluation and recommendation shall be completed within five (5) business days of receipt, or in accordance with another schedule approved by COUNTY. The evaluation shall consider the necessity for such change, the reasonableness of the proposed change, and an analysis of the cost proposed for effecting the change.
8. The ENGINEER shall review & if determined appropriate, approve by signature, all change order proposals submitted by General Contractor. The ENGINEER shall determine if scope of work is warranted & estimate of submitted costs are in line with current market conditions. The ENGINEER shall work with COUNTY's Project Manager & General Contractor to come to an agreement if there are differences of opinion on scope or costs.
9. The ENGINEER shall review & if determined appropriate, approve by signature, all invoices or pay applications submitted by General Contractor. ENGINEER shall work with COUNTY's Project Manager to review each item in the schedule of values listing & work out any differences between billed work & actual completed work.

10. The ENGINEER shall also review the results of all testing conducted during or after construction and report to COUNTY whether these results meet the design intent and the requirements of the Construction Documents.
11. The ENGINEER shall be responsible for any necessary professional or construction services required to repair or overcome problems caused by errors, omissions, ambiguities or changes not authorized by COUNTY in the preparation of the documents or design, without additional cost to COUNTY.
12. At substantial completion, COUNTY shall schedule a construction inspection meeting. The ENGINEER shall attend and observe the construction and provide a written punch-list to COUNTY. The punch-list shall contain items found not to be complete, in need of correction, replacement or otherwise not in accordance with the Construction Documents.
 - a. The ENGINEER shall perform or witness and document functional testing and review the testing and balance report prepared by others for all plumbing, HVAC, fire protection and electrical systems to verify installation and operation meet the intent of their design. The ENGINEER shall provide COUNTY with the results of the functional testing and provide recommendations for corrective measures where systems do not meet the intent of their design.
 - b. The ENGINEER shall work closely with the third-party Commissioning Provider (CxP) & incorporate all requirements into reviews, Construction Documents, & start-up procedures, as applicable.
 - c. All equipment & systems shall be complete and operating. System start-up, testing, balancing and satisfactory system performance is the responsibility of the General Contractor. This includes all calibration and adjustment of all system controls, balancing of loads, troubleshooting and verification of software and necessary final adjustments.
 - d. All operating conditions and control sequences shall be tested, adjusted & signed off as complete by the CxP, ENGINEER & COUNTY during the start-up period.
 - e. The ENGINEER shall prepare and distribute the Certificate of Substantial Completion when appropriate.
13. It is not intended by this Agreement to impose upon the ENGINEER the duty of a guarantor of the construction contractor(s). It is, however, the intent of the Agreement to impose upon the ENGINEER the duty of the faithful fulfillment, in accordance with the standard of care ordinary to the profession, of the performance of the duties specifically enumerated herein and for the close monitoring of the work of its consultants as if the work were performed by the ENGINEER. As such, this shall not preclude the entitlement to COUNTY of reasonable expectation that systems as designed by the ENGINEER or their consultants will operate as anticipated by COUNTY upon faithful completion of construction.

ii. Record Documents

1. COUNTY shall provide a set of Construction Documents to General Contractor on which daily records of changes and deviations shall be recorded. At completion of the Project, Contractor shall submit its marked-up as-built documents and/or surveying data to the ENGINEER who shall, based on these marked up as-built documents, revise the original documents, including the electronic files, showing changes in the work made during the construction process to produce a set of Record Documents.
 2. Work shall be completed and submitted to COUNTY within thirty (30) calendar days of receipt of the last marked up prints. The consequences of addenda, change orders and other circumstances known by the ENGINEER to have caused change shall be included in the production of the Record Documents. The marked-up as-built documents shall be turned over to COUNTY at the same time as the Record Documents.
 3. ENGINEER shall obtain from Contractor, and review for compliance with design intent, an Operating and Maintenance Manual for building systems and operable mechanical and electrical equipment on the Project, both powered and manual. Manuals shall be provided to COUNTY. These manuals shall include:
 - a. Manufacturer's Instruction for Maintenance and Operation of Equipment and Systems, including a Spare Parts List; and
 - b. Temperature Control Record Drawings and Equipment Data Sheets including recommended maintenance procedures.
- c. Required Meetings
- i. Pre-Construction Meeting
 - ii. Weekly Construction Progress Meetings
 - iii. Substantial Completion Inspection Meeting
- d. Deliverables
- i. Provide one (1) draft and final CB to COUNTY.
 - ii. Provide one (1) draft and final punch-list to COUNTY.
 - iii. Provide Record Documents, as outlined above, to COUNTY within thirty (30) calendar days of receipt of the last marked up prints.

ATTACHMENT C. COMPENSATION 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 the Scope of Services.
- B. Unit Rates: Unit rates will include all costs for materials and labor necessary to perform specified work. Payment will be based on actual quantities, outside of Work included in the Base Fee.
- C. Allowances: Allowances shall be used for additional services. ENGINEER shall use the Rate Schedule submitted by ENGINEER on January 9, 2025, when billing under an allowance.
- D. Rate Schedule: ENGINEER shall maintain these rates until December 31, 2026 at which point the rates shall be adjusted by the All-Urban Consumer- Minneapolis-St. Paul, Minnesota-Wisconsin CPI, or equivalent if unavailable.

2. Base Fees

- A. ENGINEER shall be paid on the basis of work completed, when completed, at the following rates:
 - 1. Base Fee 1 (Phase 1 – Needs Assessment): \$57,350.00. Payments shall be made monthly, not to exceed each milestone outlined below:
 - a. Acceptance by COUNTY of draft Assessment Report: 90%
 - b. Acceptance by COUNTY of final Assessment Report: 100%
 - 2. Base Fee 2 (Phase 2 – Construction Documents): \$66,650.00. Payments shall be made monthly, not to exceed each milestone outlined below:
 - a. Acceptance by COUNTY of 75% draft design of Construction Documents: 75%
 - b. Acceptance by COUNTY of 95% draft design of Construction Documents: 95%
 - c. Acceptance by COUNTY of final design of Construction Documents: 100%
 - 3. Base Fee 3 (Phase 3 –Permitting): \$3,100.00. Payments shall be made monthly, not to exceed each milestone outlined below:
 - a. Acceptance by COUNTY of submitted permit applications: 100%
 - b. COUNTY shall reimburse ENGINEER for all permit application fees.
 - 4. Base Fee 4 (Phase 4 – Bidding Assistance): \$7,750.00. Payments shall be made monthly, not to exceed each milestone outlined below:
 - a. Contractors last day to submit questions to the Request for Bid (RFB): 85%
 - b. RFB Contract Award: 100%
 - 5. Base Fee 5 (Phase 5 – Construction Assistance and Documentation): \$12,400.00. Payments shall be made monthly, not to exceed each milestone outlined below:
 - a. 25% Construction Completion: 35%
 - b. 50% Construction Completion: 50%

- c. 75% Construction Completion: 75%
 - d. Substantial Construction Completion: 85%
 - e. Final Construction Completion: 100%
6. Base Fee 6 (Phase 6 – Record Documents): \$7,750.00. Payments shall be made monthly, not to exceed each milestone outlined below:
- a. Acceptance by COUNTY of draft Record Documents: 75%
 - b. Acceptance by COUNTY of final Record Documents: 100%

3. Unit Rates

- A. If ENGINEER is required to prepare a Plan Modification, as applicable under NR 514, ENGINEER shall be paid a unit rate of \$15,000.00 through the form of a Contract Amendment.
- B. If ENGINEER is required to prepare Construction Documents, as applicable under NR 516, ENGINEER shall be paid a unit rate of \$20,000.00 through the form of a Contract Amendment.
- C. If ENGINEER is required to prepare Additional Addenda for the RFB during Bidding Assistance, ENGINEER shall be paid a unit rate of \$1,500.00 per addendum through the form of a Contract Amendment.
- D. If ENGINEER is required to attend Additional Weekly Construction Meetings, ENGINEER shall be paid a unit rate of \$1,200.00 per meeting through the form of a Contract Amendment.
- E. If ENGINEER is required to prepare Additional Construction Bulletins (CB), ENGINEER shall be paid a unit rate of \$800.00 per CB through the form of a Contract Amendment.
- F. If ENGINEER is required to conduct Additional Construction Site Visits and provide Observation Notes, ENGINEER shall be paid a unit rate of \$1,200.00 per site visit through the form of a Contract Amendment.

4. Allowances

- A. ENGINEER shall be paid allowances on the basis of work completed, when completed, and are included in the Agreement amount, capped at a maximum of \$94,800.00, as outlined below:
 - 1. For the completion of Phase 1, titled Needs Assessment, the sum of \$15,000.00.
 - 2. For the completion of Phase 2, titled Construction Documents, the sum of \$15,000.00.
 - 3. For the completion of Phase 3, titled Permitting, the sum of \$41,000.00.
 - 4. For the completion of Phase 4, titled Bidding Assistance, the sum of \$3,000.00.
 - 5. For the completion of Phase 5, titled Construction Assistance and Documentation, the sum of \$20,800.00.
- B. ENGINEER shall provide COUNTY with written quote for COUNTY review and approval prior to commencing work using Allowance funds. Expenses incurred as part of allowances shall be billed directly to COUNTY on a time and materials based on the Rate Schedule, the total of which cannot exceed the allowance cap.

5. Rate Schedule

- A. Additional costs borne by ENGINEER and approved by COUNTY shall be based on rates outlined in the Rate Schedules submitted by ENGINEER on January 9, 2025.

6. Additional Services

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

7. Invoicing:

- A. ENGINEER shall issue an invoice upon completion of work, delivered electronically to the COUNTY Project Manager. Invoices shall reference the COUNTY Purchase Order (PO) number associated with the Contract.

8. Payments

- A. An ENGINEER 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. ENGINEER may be required to hire additional subconsultants in order to correct deficiencies to the satisfaction of COUNTY.
- B. Payments to the ENGINEER may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the ENGINEER. COUNTY will notify the ENGINEER 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.