







Res 188
significant

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department PWH&T - Solid Waste Division		Contract/Addendum #: 13195																					
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		<table border="1"> <tr> <th>Contract</th> <th>Addendum</th> </tr> <tr> <td colspan="2">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>		Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>																						
<input type="checkbox"/> Property Sale	<input type="checkbox"/>																						
<input type="checkbox"/> Other	<input type="checkbox"/>																						
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																							
3. Term of Contract or Addendum: September 15, 2017 - March 15, 2018																							
4. Amount of Contract or Addendum: \$1,000,000.00																							
5. Purpose: Award for RFP 316039 (Phase II - Final Design) - Biogas Cleaning Equipment for Pipeline Injection at Dane County Landfill Site #2.																							
6. Vendor or Funding Source: BIOFerm USA, Inc.																							
7. MUNIS Vendor Code: 18034																							
8. Bid/RFP Number: RFP 316039																							
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																							
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																							
11. Account No. & Amount, Org & Obj. <u>SWMETHGO 58087 - Pipeline Gas Project</u> Amount \$ <u>1,000,000.00</u>																							
Account No. & Amount, Org & Obj. _____ Amount \$ _____																							
Account No. & Amount, Org & Obj. _____ Amount \$ _____																							
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year <u>#2067-2017</u>																							
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2017 RES-188</u>																							
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																							
15. Director's Approval:  for JM																							

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
	Received	<u>8/23/17</u>		BIOFerm USA, INC.
	Controller		<u>8/25/17</u>	Contact Person
	Corporation Counsel	<u>8-23-17</u>	<u>8/24/17</u>	Dina Bertolini
	Risk Management	<u>8/24/17</u>	<u>8/24/17</u>	Phone No.
	Purchasing	<u>8/24/17</u>	<u>8/24/17</u>	608-229-6509
	County Executive			E-mail Address
				BerD@biofermenergy.com

Footnotes:

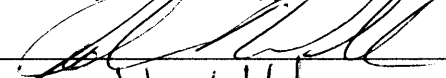
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Return to:	Name/Title: John Welch Phone: 608.516.4154 E-mail Address: Welch@countyofdane.com	Dept.: DCPW - Solid Waste Division Mail Address: 1919 Alliant Energy Center Way Madison, WI 53713
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Certification

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

- ☒ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☐ is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- ☐ is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 8/23/17 Signed: 
Telephone Number 516-4154 Print Name: John Welch

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

Executive Summary (attach additional pages, if needed).

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

Date: 8/23/17 Signature:  for SM

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

Date: _____ Signature: _____

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

Date: 8/24/17 Signature: 

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

COUNTY OF DANE
ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT
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ATTACHMENT A - A/E PROPOSAL & QUOTE

COUNTY OF DANE

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

SIGNATURE PAGE

Date: August 23, 2017

Project No.: 316039 (Phase II)

Agreement No.: 13145

THIS AGREEMENT is between the County of Dane, by its Department of Public Works, hereinafter referred to as "COUNTY", and BIOFerm USA, Inc., 440 Science Drive, Ste. 300, Madison, WI 53711, hereinafter called the "A/E".

WITNESSETH

WHEREAS, COUNTY proposes securing architectural / engineering services for a project described as follows:

Biogas Cleaning Equipment for Pipeline Injection (Phase II)

WHEREAS, COUNTY deems it advisable to engage the services of the A/E to furnish professional services in connection with this project as described in Attachment A, and

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the A/E 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 A/E have executed this Agreement as of the above date.

BIOFerm USA, Inc.

COUNTY OF DANE

 8-22 2017

Signature

Date

Joseph T. Parisi, County Executive

Date

Nadeem A. Afghan

Printed Name

Scott McDonell, County Clerk

Date

President & CEO

Title

32-0212901

Federal Employer Identification Number (FEIN)

1. ARTICLE 1: SCOPE OF AGREEMENT

- 1.A. This Agreement between COUNTY and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as the "A/E" shall be governed by the following Terms and Conditions.
- 1.B. The A/E shall provide technical and professional services under this Agreement. The Terms and Conditions of this Agreement shall apply to modifications made to this Agreement and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
- 1.C. The A/E shall serve as the professional technical advisor and consultant to COUNTY in matters arising out of or incidental to the performance of this Agreement and in that capacity, the A/E shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Agreement, except as that duty may arise under the laws of the State of Wisconsin. The A/E is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 1.D. Professional services performed or furnished under this Agreement shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code. The standard of care for architectural and engineering services under this Agreement shall include designing buildings, structures and / or related infrastructural systems that comply with all applicable building and safety codes.
- 1.E. By accepting this Agreement, the A/E represents possession of the necessary skill and other qualifications to perform work under this Agreement and is familiar with the practices in the locality where such services and work shall be performed.
- 1.F. The A/E shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the A/E may subcontract work to an approved consultant under this Agreement, to the specific extent authorized by COUNTY. The authorization to subcontract shall not relieve the A/E of professional or contractual responsibility for any work performed or delivered under this Agreement. The authorization to subcontract shall not be construed to create any contractual relationship between COUNTY and such consultant.
- 1.G. Subcontracts for services under this Agreement shall provide that work performed under such subcontract, shall be subject to provisions of this Agreement and shall also provide that any professional duty or responsibility pertaining thereto shall be accomplished to the benefit of COUNTY. Upon request, an electronic copy of each such subcontract for which COUNTY approval is granted shall be furnished to COUNTY.

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

2.A. General:

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

Installation Documents Phase

2.A.2) An assigned COUNTY Public Works Project Manager will be the A/E's contact in securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.

- 2.A.3) The term “written” or “in writing” may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.
- 2.A.4) All submittals to COUNTY from A/E shall be in the English language.
- 2.B. Study Phase:
 - 2.B.1) NOT USED
- 2.C. Schematic Design Phase:
 - 2.C.1) NOT USED
- 2.D. Design Development Phase:
 - 2.D.1) NOT USED
- 2.E. Installation Documents Phase:
 - 2.E.1) Upon receipt of written instructions from COUNTY, the A/E shall prepare Installation Documents for installation of the project. The Installation Documents shall provide the detailed requirements for the successful installation of the entire project.
 - 2.E.2) The Installation Documents shall be internally consistent in terms of coordination between:
 - 2.E.2) a. Work of the A/E and its consultants.
 - 2.E.2) b. Requirements of various divisions or trades.
 - 2.E.2) c. Drawings and specifications.
 - 2.E.3) During this phase, the A/E shall develop and provide documents for the systems designed under this Agreement which will achieve a constructible project, compliant with all applicable building and safety codes, federal, state, and local regulations and within the assumption of professional responsibility set forth in this Agreement. These services shall include, but not be limited to:
 - 2.E.3) a. Coordination, to protect the integrity of the design and facilitate installation with:
 - 2.E.3) a.(1) Manufacturers: Ensure that manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent.
 - 2.E.3) a.(2) Consultants: Ensure that information necessary to their work is provided in a timely manner and that consultants exchange information with each other and the A/E.
 - 2.E.3) a.(3) Utility Companies: Determine the standard operating procedures and time requirements for obtaining the services and the cooperation of the utility companies involved in the execution of the project. Provide this information in writing to interested parties as needed.
 - 2.E.3) a.(4) Governmental authorities having jurisdiction over the work:
 - 2.E.3) a.(4)(a) The A/E shall submit documents for approval to public agencies having jurisdiction over the project and after

obtaining such approval of those agencies, the A/E shall file two (2) copies of such approval with COUNTY.

2.E.3) a.(5) Such other agencies, boards, associations or individuals whose activities could impact or interfere with the successful completion of the project.

2.E.3) b. Inclusion in the Installation Documents of:

2.E.3) b.(1) Plans, elevations and sections at a scale which is sufficient to give a full and complete understanding of the installation, dimensions thereof, materials to be employed, location of utilities and any other pertinent data.

2.E.3) b.(2) Details, diagrams, schedules, photo reproductions and other graphic methods appropriate to define work required to be performed to accomplish the purposes of the project.

2.E.3) b.(3) Description of existing conditions of site and / or structures with sufficient clarity to permit their use without ambiguity in the installation process.

2.E.3) c. Inclusion in the specifications documents any special provisions and / or appendices, and technical sections. Unless otherwise agreed to by COUNTY in writing, the format shall generally follow the divisions of the Construction Specifications Institute. If approved by COUNTY in writing, short form specifications for limited scope work may be included on the drawings in lieu of Construction Specifications Institute format specification sections.

2.E.3) c.(1) The technical sections of the specifications shall completely and concisely describe the materials and services to be employed or installed by the installation contractor(s) in the work. These specifications shall describe the work to be done and shall be arranged by work or material in appropriate divisions with suitable cross-references for clarity and continuity.

2.E.3) c.(2) The technical sections of the specifications shall be carefully worded to allow a clear understanding of the work required by each of the installation contractors and their subcontractors, and to describe the responsibility for the work required to be performed by such contractor(s), individually and collectively, for the performance of work required to deliver the project complete, without ambiguity as to which technical sections of the specifications cover each element of work.

2.E.3) c.(3) The technical sections of the specifications shall clearly state the minimum grade, quality, and type of materials and workmanship required. These specifications shall not restrict competition, where it is available, but shall state a level of quality, which can be objectively determined by persons normally engaged in the type of trade or practice described.

2.E.3) c.(4) When two (2) or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the project, each such known manufactured product shall be specified for potential use on the project.

- 2.E.3) c.(5) The professional judgment of the A/E or the direction of the COUNTY may limit competition to a brand name, process, or technique of manufacture.
- 2.E.3) c.(6) The A/E shall compile and include in the installation contract documents a summary listing of all submittals required for the project from the installation contractor(s). Included shall be shop drawings, samples, cuts, catalogs, models, mockups and other preliminary information needed from the contractors to describe how they will fulfill their responsibilities under their contracts.
- 2.E.4) Upon determination by the A/E that the final project design is represented by completed Installation Documents, those documents shall be submitted to COUNTY for review and concurrence prior to installation.
- 2.E.4) a. The A/E shall provide COUNTY with up to four (4) sets of final drawings and specifications for final review in a format and standard specified by the COUNTY.
- 2.E.4) b. COUNTY will issue a list of recommended changes / corrections to be incorporated in the final documents. The A/E shall within seven (7) calendar days transmit written replies from the A/E and its sub-consultants to review comments issued by COUNTY or for which clarification requests were identified or for which changes were authorized at the final design review meeting and communicated to the A/E. Directions by COUNTY shall be incorporated into the documents.
- 2.E.5) Prior to submission of the 60% and final documents, the A/E shall call for a 60% and final review meeting with COUNTY, if needed, to finalize and prepare for installation, with any conditions required by COUNTY.
- 2.E.6) At the time of delivery of the final documents, the A/E shall report to COUNTY, in writing with updated estimates of project costs, life cycle cost when requested, and schedules.
- 2.E.7) The A/E shall provide the original drawings, original specifications and an electronic copy of both the drawings and original specifications for printing by COUNTY, in a format as approved by COUNTY. If the A/E is directed by COUNTY to acquire the necessary printing services, these services shall be a reimbursable expense as provided in Article 4.C. hereof.
- 2.E.8) Installations Documents Phase deliverables shall be:
- 2.E.8) a. 60% Installation Documents:
- (1) Four (4) bound copies of Drawings & Specifications; and
 - (2) Electronic version of all documents:
 - a) Drawings in Adobe Acrobat 11 (or earlier version; PDFs); and
 - b) Specifications in Word 2010 (or earlier version).
- 2.E.8) b. 95% Installation Documents:
- (1) Four (4) bound copies of Drawings & Specifications; and
 - (2) Electronic version of all documents:
 - a) Drawings in Adobe Acrobat 11 (or earlier version; PDFs); and
 - b) Specifications in Word 2010 (or earlier version).
- 2.E.8) c. Final Installation Documents:

- (1) Original unbound copy of Drawings and Specifications in full size, paper format;
- (2) Four (4) bound copies of Drawings and Specifications;
- (3) One (1) bound copy of Drawings and Specifications to be submitted by A/E to [State of Wisconsin, City of Madison, other entity] for stamped approval; and
- (4) Electronic version of all documents on CD, USB flash drive or sent via email:
 - a) Drawings in AutoCAD 2014 (or earlier version) for specific files requested by COUNTY:
 1. Each digital sheet shall be complete with x-refs or base plan sheets included and attached;
 2. All external data from non-AutoCAD programs (e.g., Excel or Word) shall be included and attached; and
 3. Include copy of Plot Style Table (ctp file) used to print drawings.
 - b) Drawings in Adobe Acrobat 11 (or earlier version; minimize pdf file size by converting files from AutoCAD or other programs);
 - c) Specifications in Word 2010 (or earlier version); and
 - d) Specifications in Adobe Acrobat 11 (or earlier version; minimize pdf file size by converting files from Word or other programs, rather than scanning printouts).

2.F. Bidding Phase:

2.F.1) NOT USED

2.G. Installation Phase:

2.G.1) NOT USED

3. ARTICLE 3: COUNTY'S RESPONSIBILITIES

- 3.A. COUNTY will determine the project scope for which the design services are required and will fully cooperate in achieving completion of that work.
- 3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.
- 3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to the A/E data known to COUNTY or requested by the A/E, which may be needed for the fulfillment of the responsibility of the A/E. This data may include, but is not limited to, prints of existing buildings or record drawings and COUNTY standards and guides. Such documents will be the most recent and accurate available. The use of any such data by the A/E shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.
- 3.D. COUNTY will communicate to the A/E the format of the documents required to be submitted.
- 3.E. COUNTY will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to the A/E.

4. ARTICLE 4: COMPENSATION

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

4.A.1) COUNTY will pay the A/E a lump sum fee of \$1,000,000.00.

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

4.B. Reimbursable Expenses:

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

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

4.C. Additional Services:

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

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

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

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

4.C.1) d. Obtaining or participating in third party Value Engineering / Enhancement of the project when directed by COUNTY.

4.C.1) e. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the A/E is party thereto.

4.C.1) f. Providing specialized design services, including, but not limited to Sustainability design or LEED certification, vibration, wind or acoustical analysis, energy modeling.

4.C.1) g. Participation in post-project evaluations.

4.D. Payments to the A/E:

4.D.1) Payments of the A/E's lump sum fee will be made monthly, in proportion to services performed as confirmed by COUNTY, to increase the compensation to the following percentages of the lump sum fee at the completion of each phase of the work.

Upon Signing of Contract	30%
60% Installation Documents	90%
95% Installation Documents	95%
Final Installation Documents	100%

4.D.2) Payments for COUNTY-approved Reimbursable Expenses as defined in Article 4.C. and Additional Services of the A/E as defined in Article 4.D., will be made monthly upon request.

4.D.3) An A/E whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.

4.D.4) If the project is suspended for more than three (3) months in whole or in part, the A/E will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by COUNTY. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.

5. ARTICLE 5: ACCOUNTING RECORDS - NOT USED

6. ARTICLE 6: TERMINATION OF AGREEMENT

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

7. ARTICLE 7: OWNERSHIP OF DOCUMENTS

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

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

8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

- 8.A. A/E shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of A/E furnishing the services required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of A/E under this paragraph shall survive the expiration or termination of this Agreement.

9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

- 9.A. The A/E and its consultants retained under the terms of this Agreement shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The A/E shall provide up-to-date, accurate professional liability information on the A/E's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the A/E shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The A/E shall not cancel or materially alter this coverage without prior written approval by COUNTY. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

10. ARTICLE 10: OTHER INSURANCE

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

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

11. ARTICLE 11: MISCELLANEOUS PROVISIONS

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

12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT

- 12.A. During the Term of this Agreement, A/E agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or

political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). A/E agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

12.B. Civil Rights Compliance:

12.B.1) If A/E has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the A/E shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. A/E shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. A/E shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a two-year period. If A/E has less than twenty (20) employees, but receives more than \$20,000 from the COUNTY in annual contracts, it may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If A/E submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of A/E's Plan is sufficient.

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

12.B.3) A/E shall post the Equal Opportunity Policy, the name of A/E's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. A/E shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

12.C. Domestic Partner Equal Benefits:

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

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

Follows on subsequent page(s)

August 17, 2017

SCOPE OF WORK FOR PHASE II

BIOFerm submits the following scope of services for award of Dane County RFP 316039 for biogas cleaning equipment for pipeline injection. The cost to complete Final Design (Phase II) is a lump sum of \$1,000,000 USD to be billed to Dane County after receiving signed Architectural / Engineering Professional Services Agreement.

Phase II: Final Design

1. Design of foundation under biogas cleaning system
 - a. Review all geotechnical information provided by County and conduct additional testing, if necessary for design of foundation slab. Additional testing shall be considered Additional Services as stated in Article 4.C. of Contract.
 - b. Provide erosion control plans for small area beyond the footprint of the biogas cleaning system and any area disturbed by installation.
 - c. Design of foundation slab pavement structure including aggregate, backfill material, subsoil stabilization requirements, if applicable.
 - d. Develop design drawings stamped by a professional engineer
 - e. Design conduit layout required for interconnection between components, power supply, and communications.
2. Design of utilities from main up to and within the biogas cleaning system
 - a. Design and coordination of all utilities including but not limited to, electrical, communications, water and sanitary sewer lines, stormwater drainage, and incoming landfill gas.
 - b. Provide erosion control plans for areas disturbed by utility placement.
3. Process Flow Diagram (PFD) to include schematic representation of:
 - a. Major equipment:
 - i. Major equipment sizing and performance parameters sufficient to demonstrate system performance (i.e. resulting outlet biogas composition from inlet biogas composition including waste gas flare and oxidizer).
 - b. Waste gas, liquid flows, temperatures, pressures, and biogas composition.
 - c. Process conditions at major process change points including:
 - i. Flow (scfm and acfm)
 - ii. Pressure (psig)
 - iii. Temperature (deg F)
 - iv. Gas constituents
4. Piping & Instrumentation Diagram (P&ID) including schematic representation of:
 - a. Major equipment
 - b. Valves and actuators
 - c. Instrumentation and Analyzers
 - d. Piping line sizes and materials
 - e. Communication interfaces (ethernet, cellular, radio, etc.) to extent practical for 30% design.
5. Facility General Arrangement (GA) to include plan view representation of:
 - a. Equipment layout with dimensions
 - b. Area classification designation of system

- c. Required area for operation, spare parts, and tools
6. Electrical Single Line Diagram (SLD) to include schematic representation of:
- a. Utility interconnect/disconnect
 - b. Site transformer
 - c. Electrical loads

Below is a table outlining deliverables for Installation Documents, referencing tasks listed above:

Task	60% Installation Documents (% complete)	95% Installation Documents (% complete)	100% Installation Documents (% complete)
1a	60	95	100
1b	60	95	100
1c	60	95	100
1d	N/A	N/A	N/A
1e		60	100
2a	30	60	100
2b	30	60	100
3a	60	95	100
3b	60	95	100
3c		60	100
4a	60	95	100
4b		60	100
4c		60	100
4d		60	100
4e	30	95	100
5a	60	95	100
5b	30	95	100
5c	30	95	100
6a	60	95	100
6b		60	100
6c		60	100

To be provided by County:

1. Air permitting required for biogas cleaning system.
2. All geotechnical information available.
3. All erosion control permitting required for biogas cleaning system within and beyond BIOFerm's scope.
4. All available utility information and will contact locators prior to land disturbing activities.

Note: Work to be done by Others under RFP 317025 – Professional Engineering Services for Biogas Facility include, but not limited to the following:

1. Civil Site Work (site grading, stormwater design, fencing, access roads, lighting, etc.);
2. Utility Interconnection (metering and monitoring, interconnection with biogas cleaning system product gas, etc.); and
3. Building Design (structural systems, wall and roofing systems, HVAC, etc.).