Dane County Contract Cover Sheet

| Dept./ | Division | Public Works - Solid Waste Divison | | | | | Contra Admin will | | | 326C |) | |
|--|--|--|---|---|---|---|---|---------------------------------------|--|--------------------------|-----------------------|--------|
| Vendo | or Name | SCS Engin | eers | | | | | Adden | dum | | Yes | ⊠ No |
| Vendor | MUNIS # | 21897 | 21897 | | | | | Type of Contract | | | | |
| | rief Contract RFP 317043 - Environmental Monito Ie/Description Three Dane County Landfills | | | ring at | | |] | 4 | it ity Lesse ity Lesso | | | |
| Contra | act Term | 1-1-18 | ろもは | -31- | 22 | | | |] | | governm hase of F | |
| | Contract ount | \$ 501,185.0 | 00 (\$100,237 | ⁷ per y | ear) | | | | | | erty Sale | • • |
| | | 10,000 | or under – Be | est Jud | dgment | (1 quote | required | d) | | | | |
| | | Betweer | 1 \$10,000 – \$3 | 35,000 | (\$0 - \$ | 25,000 Pu | blic W | orks) (3 qu | uotes re | quired) |) | |
| Purc | hasing | ⊠ Over \$3 | 5,000 (\$25,00 | 0 Publ | ic Work | (s) (Forma | I RFB/F | RFP requir | ed) | RFE | 3/RFP# | 317043 |
| Autl | hority | ☐ Bid Wai | ver – \$35,000 | or und | der (\$25 | 5,000 or ui | nder Pu | blic Works | s) | | | |
| | | ☐ Bid Wai | ver – Over \$3 | 5,000 (| (N/A to I | Public Wo | rks) | | | | | |
| | | ☐ N/A – Gr | ants, Leases | , Interç | governi | mental, P | roperty | Purchase | e/Sale, (| Other | | |
| MUNIS | S Req. | Org Code | SWADMP | RJ | Obj (| Code | 21 | 116 | Amo | unt | \$ 262,8 | 375.00 |
| Req# | 707 | Org Code | SWVERO | NA | Obj (| Code | 20 | 956 | Amo | unt | \$ 190,1 | 135.00 |
| Year | 2018 | Org Code | AIRINDU | IS | Obj (| Code | 31 | 375 | Amo | unt | \$ 48,1 | 75.00 |
| A resolution is required if the contract exceeds \$100 A copy of the Resolution must be attached to the co | | | | | | | | | | | | |
| _ | | A copy of | the Resoluti | ion mu | ust be | attached | to the | contrac | t cover | sheet | | |
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Address

Madison, WI 53718

Address

Madison, WI 53713

| | Certification: The attached contract is a: | | | |
|-------------|---|--|--|--|
| \boxtimes | Dane County Contract without any modifications. | | | |
| | Dane County Contract <u>with</u> modifications. The modifications have been reviewed by: | | | |
| | Non-standard contract. | | | |

Contract Coversheet Signatures

| Department Approv | al of Contract | |
|----------------------------|----------------|---------|
| | Signature | Date |
| Dept. Head / Authorized | Printed Name | 12/4/17 |
| Designee | 1 | |
| | John Welch | |

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.12(3)

| | Signature | Date |
|-------------------------------|-----------|---------|
| Director of Administration | Comments | |
| | Signature | Date |
| Corporation | 1/5 | 12/4/19 |
| Counsel | Comments | |
| | | |
| | | |

COUNTY OF DANE

Purchase of Services Agreement

| Number of Pages, including schedules:30 | | | |
|---|----------------------------|--|--|
| Agreement No | 13260 | | |
| Expiration Date: | December 31, 2020 with two | | |
| (1-year) optional extension | | | |
| Department:D0 | CPW – Solid Waste Division | | |
| Maximum Cost: _ | \$501,185.00 | | |
| Registered Agent | SCS Engineers | | |
| Address: | 2830 Dairy Drive | | |
| | Madison, WI 53718 | | |

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and SCS Engineers (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of professional environmental monitoring services for three Dane County Landfill Sites; and

WHEREAS PROVIDER, whose address is 2830 Dairy Drive, Madison, WI 53718, is able and willing to provide such services;

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

I. <u>TERM.</u> The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. <u>SERVICES</u>.

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached **Schedule A**, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of **Schedule A** or any of them, it is agreed that the terms of **Schedule A**, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- III. <u>ASSIGNMENT/TRANSFER</u>: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.
- V. <u>PAYMENT</u>. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached **Schedule B**, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. <u>REPORTS</u>. PROVIDER agrees to make such reports as are required in the attached **Schedule A**, which is fully incorporated herein by reference. With respect to such reports it is expressly

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

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

VIII. INSURANCE.

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

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

Commercial/Business Automobile Liability.

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

Environmental Impairment (Pollution) Liability

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

Workers' Compensation.

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

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. <u>NON-DISCRIMINATION</u>. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

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

XI. <u>CIVIL RIGHTS COMPLIANCE</u>.

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

XII. LIVING WAGE.

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

- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate:
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member:
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
 - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.
- XIII. <u>DOMESTIC PARTNER EQUAL BENEFITS.</u> The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

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

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

XV. MISCELLANEOUS.

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

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

| FOR PROVIDER | OR PROV | IDER: |
|--------------|---------|-------|
|--------------|---------|-------|

| Date Signed: 12 - 4 - 17 | Sherren Clark, Vice Pasidn |
|---|---------------------------------|
| Date Signed: | |
| | * * * |
| FO | R COUNTY: |
| Date Signed: | JOSEPH PARISI, County Executive |
| * print name and title, below signature line of any | person signing this document |

rev. 12/15

SCHEDULE A

Scope of Services

I. General Requirements

A. Scope of Work

- Contractor shall furnish all labor, materials, equipment and services necessary to perform environmental monitoring at Dane County Landfill Site No. 1 – Verona (License No. 2680), Site No. 2 – Rodefeld (License No. 3018) and Truax Landfill (License No. 3306).
- 2. Environmental monitoring shall include, but not be limited to, the following items:
 - Measuring groundwater, surface water and leachate elevations at designated monitoring points;
 - Collecting representative water and leachate samples from designated monitoring points;
 - c. Filtering and preserving water samples when appropriate;
 - d. Analyzing samples for the parameters indicated in RFP 317043;
 - e. Measuring methane, oxygen, carbon dioxide, and balance gas concentrations at designated monitoring points;
 - f. Submitting monitoring data to the WDNR; and
 - g. Preparing and submitting a monitoring report to the Engineer.
- 3. Engineer shall provide assistance in locating the monitoring points at the time of initial sampling.

B. Engineer

1. Engineer shall be the Dane County Public Works Department.

C. Damages

1. The Contractor shall repair any and all damage to the monitoring points, buildings, grounds or equipment of Dane County by his operations or personnel at no expense to Dane County.

D. Estimated Quantities

1. Estimated quantities indicated in the RFP are for planning purposes only and are not guaranteed.

E. Laboratory Certification

1. Contractor shall be aware that the Department of Natural Resources requires that all water quality tests specified in this RFP be conducted by a certified laboratory as defined in ss. 144.95(1)(b) Wisc. Stats.

F. Contract Period

- 1. The monitoring, as required by the Contract Documents and Specifications, shall be conducted during the 2018, 2019, and 2020 calendar years, with an optional two (1-year) contract extensions.
- 2. All monitoring shall be conducted within 15 days of the 15th of the given month.
- 3. The contract may be renewed for the 2021 and 2022 calendar years by mutual agreement of both contracting parties.
- 4. Dane County reserves the right to terminate the contract upon thirty (30) days notice in writing if, in the opinion of the Engineer, the work performed under the contract is not satisfactory.

II. Environmental Monitoring

- A. Landfill Site No. 1 (Verona)
 - 1. Groundwater Monitoring Schedule 1
 - a. Monitoring Wells (DNR ID)

| MW12R (176) | MW12PR (183) | MW14 (114) | MW14P (184) | MW15 (115) |
|-------------|--------------|--------------|-------------|-------------|
| MW17P (185) | MW17R2 (201) | MW17P2 (209) | MW18R (186) | MW26 (126) |
| MW28 (178) | MW28P (187) | MW29 (179) | MW29P (180) | MW29P2(188) |
| MW30 (181) | MW31 (189) | MW32R (218) | MW33 (191) | MW33P (192) |
| MW35 (195) | MW35P (210) | MW36 (196) | MW36P (211) | MW37 (197) |
| MW38 (198) | MW38P (212) | MW39 (199) | MW40 (200) | |

b. The above monitoring points shall be sampled and analyzed semiannually (May and November) for the following parameters:

| 00001 odor | 00400 field pH |
|--------------------------------|-------------------------------------|
| 00002 color | 04189 groundwater elevation |
| 00003 turbidity | 22413 total hardness, filtered |
| 00010 field temperature | 39036 total alkalinity, filtered |
| 00094 field conductivity @ 25C | VOCs (EPA Solid Waste Method 8260B) |

- 2. Groundwater Monitoring Schedule 2
 - a. Monitoring Wells (DNR ID)

| MW41 (202) | MW43 (204) | MW43P (213) | MW45 (216) | MW45P (217) |
|------------|------------|-------------|------------|-------------|
| | | | | |

b. Surface Water Monitoring Locations (WDNR ID)

| Millcreek - Downstream (169) | Mill Pond (160) |
|------------------------------|----------------------|
| , | 11111 11111 (1111) |

c. The above monitoring points shall be sampled and analyzed annually (May) for the following parameters:

| 00001 odor | 00400 field pH | |
|------------|----------------|--|
| | I | |

| 00002 color | 04189 groundwater elevation (wells only) | | |
|--------------------------------|--|--|--|
| 00003 turbidity | 22413 total hardness, filtered | | |
| 00010 field temperature | 39036 total alkalinity, filtered | | |
| 00094 field conductivity @ 25C | VOCs (EPA Solid Waste Method 8260B) | | |

3. Groundwater Monitoring Schedule 3

a. Private Wells (DNR ID)

| PW-1 Nesbitt (131) (semiannually) | PW-4 Zwiefel (134) (semiannually) |
|------------------------------------|-----------------------------------|
| PW-6 Robinson (136) (semiannually) | PWQ – Beckfield (207) (annually) |

b. The above monitoring points shall be sampled and analyzed semiannually (May and November) or annually (May) as noted for the following parameters:

| 00001 odor | 00094 field conductivity @ 25C | | |
|-------------------------|-------------------------------------|--|--|
| 00002 color | 00400 field pH | | |
| 00003 turbidity | VOCs (EPA Solid Waste Method 8260B) | | |
| 00010 field temperature | | | |

Groundwater monitoring results shall be submitted directly to the WDNR within 10 days of receiving results.

4. Leachate Monitoring

a. Leachate from the leachate tank (L-1) (DNR ID 182) shall be tested quarterly (February, May, August, and November) for the following parameters:

| 00001 odor | 00002 color |
|--------------------------------|-------------------------------|
| 00003 turbidity | 00010 field temperature |
| 00094 field conductivity @ 25C | 00150 suspended solids, total |
| 00310 BOD5 | 00400 field pH |
| 00665 phosphorus, total | |

b. In addition, leachate from the leachate tank (L-1) (DNR ID 182) shall be tested semiannually (May and November) for the following parameters:

| 00340 COD, unfiltered | 00410 alkalinity, total |
|--------------------------------|---------------------------------|
| 00610 nitrogen, ammonia, total | 00625 nitrogen, Kjeldahl, total |
| 00900 hardness, total | 00929 sodium, total |
| 00940 chloride, total | 00945 sulfate, total |
| 01027 cadmium, total | 01034 chromium, total |
| 01051 lead, total | 01055 manganese, total |
| 01067 nickel, total | 01092 zinc, total |

| 01147 selenium, total | 71900 mercury, total |
|-----------------------|-------------------------------------|
| 74010 iron, total | VOCs (EPA Solid Waste Method 8260B) |

- c. In addition, leachate from the leachate tank (L-1) (DNR ID 182) shall be tested annually (May) for the following parameters: SVOCs (EPA Solid Waste Method 8270D
- d. Leachate samples shall not be field filtered.
- 5. Leachate Head Well Monitoring
 - a. Leachate elevation shall be measured in the following leachate head wells (DNR ID) semiannually (May and November):

| GW1 (355) | GW2 (356) | GW3 (357) | GW4 (358) | GW5 (359) |
|------------|------------|------------|------------|------------|
| GW6 (360) | GW7 (361) | GW8 (362) | GW9 (363) | GW11 (365) |
| GW12 (366) | GW13 (367) | GW14 (368) | GW15 (369) | GW16 (370) |
| GW17 (371) | GW18 (372) | GW19 (373) | GW23 (381) | GW24 (383) |
| GW25 (385) | GW26 (387) | GW27 (389) | | |

6. Gas Monitoring

a. Gas Probes (DNR ID)

| GP-2 (301) | GP-4 (303) | GP-7 High(307) | GP-7 Low (308) |
|--------------|-------------|----------------|----------------|
| GP-12 (314) | GP-13 (333) | GP-14 (334) | GP-17 (337) |
| GP-18 (338) | GP-19 (339) | GP-20 (340) | GP-21 (341) |
| GP-22 (342) | GP-23 (343) | GP -24 (344) | GP-28 (314) |
| GP-29P (315) | GP-31 (390) | GP-32 (391) | GP-35 (392) |
| GP-36 (393) | GP-37 (394) | GP-38 (395) | GP-39 (396) |

The above gas probes shall be monitored monthly for percent methane (85547) and percent oxygen (85550).

b. Gas Probes (DNR ID)

| GP-1 (300) | GP-3 (302) | GP-5 High (304) | GP-5 Low (305) |
|-------------|-----------------|-----------------|----------------|
| GP-6 (306) | GP-8 High (309) | GP-8 Low (378) | GP-10 (330) |
| GP-11 (331) | GP-15 (335) | GP-16 (336) | MW-30 (316) |

The above gas probes shall be monitored quarterly (February, May, August, and November) for percent methane (85547) and percent oxygen (85550). All gas probe monitoring results shall be tabulated and delivered to the Engineer within 2 days of monitoring.

c. Gas Extraction System (DNR ID)

| GW1 (355) | GW2 (356) | GW3 (357) | GW4 (358) | GW5 (359) |
|------------|------------|------------|------------|------------|
| GW6 (360) | GW7 (361) | GW8 (362) | GW9 (363) | GW11 (365) |
| GW12 (366) | GW13 (367) | GW14 (368) | GW15 (369) | GW16 (370) |

| GW17 (371) | GW18 (372) | GW19 (373) | GW20 (374) | GW21 (375) |
|------------|--------------|-------------|------------|------------|
| GW22 (376) | GW23 (381) | GW24 (383) | GW25 (385) | GW26 (387) |
| GW27 (389) | GW28 (400) | GW29 (401) | GW30 (402) | GW31 (403) |
| GW32 (404) | blower (377) | flare (405) | | |

The gas extraction system shall be monitored monthly for percent methane (85547), percent oxygen (85550), and well head pressure (46385). Carbon dioxide and balance gas shall also be monitored and reported to Dane County only. All gas extraction system monitoring results shall be tabulated and delivered to the Engineer within 2 days of monitoring.

d. Gas Monitoring in Buildings (DNR ID)
 Robinson basement (317)

The above monitoring locations shall be monitored semiannually (May and November) for percent methane (85547) and percent oxygen (85550).

- e. The site conditions (DNR ID 399) (barometric pressure (00025), barometric trend (46381), air temperature (00011), and wind speed and wind direction shall be reported for each sampling date. These readings do not have to be taken on site and may be obtained from the nearest weather station.
- B. Landfill Site No. 2 (Rodefeld)
 - 1 Groundwater Monitoring
 - a. Monitoring Wells (DNR ID)

| M9AR (072) | M9BR (074) | M14A (017) | M14B (018) | M17A (019) |
|----------------|----------------|----------------|----------------|---------------|
| M17B (020) | M23 (023) | M25A (025) | M25BR (130) | M26A (027) |
| M26B (028) | M28R (170) | M29 (035) | WT-103A (045) | P-103B (047) |
| WT-105AR (126) | WT-108A (053) | P-108B (123) | WT-119A (065) | P-119B (067) |
| WT-201AR (124) | WT-202AR (132) | WT-202BR (134) | WT-203A (117) | WT-204A (118) |
| WT-205A (119) | WT-206AR (125) | WT-207AR(141) | WT-208AR (142) | WT-301A (150) |
| WT-302AR (172) | WT-302BR (174) | WT-303A (156) | | |

The above monitoring wells shall be sampled and analyzed semiannually (June and December) for the following parameters:

| 00001 odor | 00400 field pH | | |
|-------------------------|--------------------------------|--|--|
| 00002 color | 00940 chloride | | |
| 00003 turbidity | 04189 groundwater elevation | | |
| 00010 field temperature | 22413 total hardness, filtered | | |

| 00094 field conductivity @ 25C | 39036 total alkalinity, filtered |
|--------------------------------|----------------------------------|
| 00094 field conductivity @ 25C | 39036 total alkalifity, filtered |

In addition, the above monitoring wells shall be sampled annually (June) for VOCs using EPA Solid Waste Method 8260B. The 4 Subtitle D wells listed above (M-17A, WT-103A, WT-105AR and WT-119A) shall be sampled semi-annually (June and December) for VOCs.

- b. Groundwater Elevation Monitoring Wells
 Wells M5A (005), M5B (006), M6A (007), M6B (008), M6C (009), M22 (022), WT-101A (040), P-101B (042), and WT-113A (057) shall be monitored for groundwater elevation (04189) only during the June sampling round.
- c. Private Wells (DNR ID)

| Community Well (050) | Acker (082) | S. Gundlach (104) | |
|----------------------|-------------------|-------------------|--|
| Suter (105) | R. Gundlach (106) | Niebuhr (096) | |
| Hope Tavern (108) | Hope Church (084) | Leonhardt (110) | |
| Alar (099) | | All Andrews | |

The above private wells shall be sampled and analyzed quarterly (March, June, September, and December) for the following parameters:

| 00001 odor | 00400 field pH |
|--------------------------------|-------------------------|
| 00002 color | 00410 alkalinity, total |
| 00003 turbidity | 00900 hardness, total |
| 00010 field temperature | 00940 chloride |
| 00094 field conductivity @ 25C | 74010 iron, total |

In addition, the above private wells shall be sampled and analyzed annually (June) for the following parameters:

| 00630 NO ₂ + NO _{3,} total, (as N) | 01042 copper, total |
|--|------------------------------|
| 00929 sodium, total | 01051 lead, total |
| 00945 sulfate, total | 01055 manganese, total |
| 00951 fluoride, total | 01077 silver, total |
| 01002 arsenic, total | 01092 zinc, total |
| 01007 barium, total | 01147 selenium, total |
| 01027 cadmium,total | 71900 mercury, total |
| 01034 chromium, total | VOCs (EPA Solid Waste 8260B) |

Groundwater monitoring results shall be submitted directly to the WDNR within 10 days of receiving results.

 d. Gradient Control Monitoring Point
 Gradient Control Monitoring Point GCM-1 (350) to be monitored for elevation only semiannually.

2. Collection Lysimeter Monitoring

a. Collection lysimeter (DNR ID)

| lysimeter 1 (300) | lysimeter 2 (301) | lysimeter 3 (302) |
|-------------------|-------------------|-------------------|
| lysimeter 4 (303) | lysimeter 6 (304) | |

b. Collection lysimeters shall be sampled annually during June. The samples shall not be field filtered and shall be analyzed for the parameters listed below. If the quantity of a sample is not of sufficient volume to test for all listed parameters, priority shall be given to analyzing for: 1) Field pH, 2) Field Conductivity, 3) VOCs, and 4) Chloride.

| 00001 odor | 00900 hardness, total |
|---|-------------------------------------|
| 00002 color | 00929 sodium, total |
| 00003 turbidity | 00940 chloride |
| 00094 field conductivity @ 25C | 00945 sulfate, total |
| 00340 COD, unfiltered | 01055 manganese, total |
| 00400 pH-field | 74010 iron, total |
| 00410 alkalinity, total | VOCs (EPA Solid Waste Method 8260B) |
| 00630 NO ₂ + NO ₃ , total, (as N) | |

3. Leachate Monitoring

a. Leachate from metering vault (402) shall be sampled and analyzed quarterly (March, June, September, December) for the following parameters:

| 00001 odor | 00002 color |
|--------------------------------|-------------------------------|
| 00003 turbidity | 00010 field temperature |
| 00094 field conductivity @ 25C | 00150 suspended solids, total |
| 00310 BOD5 | 00340 COD, unfiltered |
| 00400 pH-field | 00410 alkalinity, total |
| 00610 Total Ammonia Nitrogen | 00655 phosphorus, total |
| 00900 Hardness | |

- b. In addition, leachate shall be monitored semiannually (June and December) for VOCs (EPA Solid Waste Method 8260B).
- c. In addition, leachate shall be monitored annually (June) for the following parameters:

| 00630 NO ₂ + NO ₃ , total, (as N) | 00929 sodium, total |
|---|------------------------|
| 00940 chloride | 00945 sulfate, total |
| 00951 fluoride, total | 01002 arsenic, total |
| 01007 barium, total | 01012 beryllium, total |
| 01027 cadmium, total | 01032 chromium, total |
| 01037 cobalt, total | 01042 copper, total |
| 01047 selenium, total | 01051 lead, total |
| 01055 manganese, total | 01059 thallium, total |
| 01067 nickel, total | 01077 silver, total |
| 01087 vanadium, total | 01092 zinc, total |
| 01097 antimony, total | 71900 mercury, total |
| 74010 iron, total | |

d. Leachate Head Wells (DNR ID)

| LHW-2 (518) | LHW-3R (599) |
|---------------|--|
| LHW-6N (521) | LHW-6S (522) |
| LHW-7S (524) | LHW-8N (600) |
| LHW-9N (800) | LHW-9S (802) |
| LHW-10N (804) | |
| | LHW-6N (521) LHW-7S (524) LHW-9N (800) |

The leachate head wells shall be monitored quarterly (March, June, September, December) for leachate head elevation (00023) and the depth of leachate above the liner (00031).

4. Gas Monitoring

a. Gas Monitoring Probes (DNR ID)

| G-1 shallow (500) | G-1 deep (501) G-3 shallow (504) | |
|-------------------|----------------------------------|----------------|
| G-3 deep (505) | G-4 shallow (506) | G-4 deep (507) |
| G-5R (717) | G-6R (718) | G-7 (512) |
| G-8 (513) | G-9 (514) | G-10 (515) |
| G-11 (516) | G-12 (525) | G-13 (526) |
| G-14 (527) | G-15(528) | G-16 (529) |
| G-20 (703) | G-23 (706) | G-24R (722) |
| G-25R (723) | G-26R (724) | G-27R (726) |

The above gas probes shall be monitored quarterly for percent methane (85547), percent oxygen (85550) and soil gas pressure (46389). All gas probe monitoring results shall be tabulated and delivered to the Engineer within 2 days of monitoring.

The barometric pressure (00025), barometric trend (46381), wind speed and direction, air temperature (00011) and ground conditions shall be reported for the sampling date. These Site Conditions readings (DNR ID 999) do not have to be taken on site and may be obtained from the nearest weather station.

b. Gas Extraction Wells (DNR ID)

| GW-1 (531) | GW-2R (571) | GW-3 (533) | GW-4R (593) | GW-5R (594) |
|--------------|--------------|---------------|---------------|---------------|
| GW-6R (734) | GW-7R (595) | GW-8R (596) | GW-9A (562) | GW-10R (597) |
| GW-11R (610) | GW-12R (620) | GW-13R (622) | GW-14R3 (736) | GW-15A (566) |
| GW-16R (598) | GW-17R (612) | GW-18 (548) | GW-19R (624) | GW-20R (626) |
| GW-21R (628) | GW-22R (614) | GW-23R (738) | GW-24 (554) | GW-25R (740) |
| GW-26R (742) | GW-27 (557) | GW-28R (574) | GW-29R1 (744) | GW-30R1 (746) |
| GW-31 (561) | GW-32 (577) | GW-33R1 (748) | GW-34R1 (750) | GW-35 (580) |
| GW-36 (581) | GW-37 (582) | GW-38R (752) | GW-39 (584) | GW-40 (585) |
| GW-41 (586) | GW-42 (587) | GW-43 (588) | GW-44 (589) | GW-45 (590) |
| GW-46 (591) | GW-47R (754) | GW-48 (604) | GW-49 (606) | GW-50 (608) |
| GW-51 (616) | GW-52 (618) | GW-122 (862) | GW-123 (864) | GW-124 (866) |
| GW-125 (868) | GW-126 (870) | GW-127 (872) | GW-128 (874) | |

All gas extraction wells shall be monitored monthly for the following parameters:

| 85547 methane, percent | 85550 oxygen, percent |
|---|-------------------------------------|
| 46382 header pressure (inches of water) | 46385 well head pressure (inches of |
| | water) |
| 46386 flow rate (cfm) | 46387 valve opening (percent open) |
| 46388 gas temperature (degrees F) | |

In addition, the gas sampling point at the west blower building (530), east blower building (698), east flare (699), and Phase 9/10 flare (TBD) shall be monitored monthly for the following parameters:

| 85547 methane, percent | 85550 oxygen, percent |
|---|-----------------------|
| 46382 header pressure (inches of water) | 46386 flow rate (cfm) |

The gas sampling point at the east and west blower buildings (DNR ID's 530 and 698) shall also be monitored annually during June for VOCs using EPA Method TO-14. Carbon dioxide and balance gas shall also be monitored monthly at gas extraction wells, blower buildings, and flares. These results are to be reported to Dane County only. All gas extraction system monitoring results shall be tabulated and delivered to the Engineer within 2 days of monitoring.

C. Truax Landfill

1. Groundwater Monitoring

a. Monitoring Wells (DNR ID)

| MW-3 (007) | MW-3A (009) | MW-4A (013) | MW-4B (015) | MW-5A (019) |
|-------------|-------------|-------------|--------------|--------------|
| MW-5B (021) | MW-10 (031) | MW-11 (063) | MW-12B (073) | MW-12C (077) |
| MW-14 (071) | | | | |

The above monitoring wells shall be sampled and analyzed semiannually (March and September) for the following parameters:

| 01056 manganese, filtered | 00010 field temperature C |
|-----------------------------------|--------------------------------|
| 00400 field pH | 00094 field conductivity @ 25C |
| 01046 iron, filtered | 22413 total hardness, filtered |
| 39036 total alkalinity, filtered | 72020 groundwater elevation |
| 00631 nitrate + nitrite, filtered | 00946 sulfate, filtered |
| 01000 arsenic, filtered | 01005 barium, filtered |
| 01025 cadmium, filtered | 01049 lead, filtered |
| 00001 odor | 00003 turbidity |
| 00002 color | |
| | 1 |

In addition, the above monitoring wells shall be sampled annually (September) for VOCs using EPA Solid Waste Method 8260B.

b. Monitoring Wells (DNR ID)

| MW-1 (001) | MW-1A (003) | MW-4 (011) | MW-5 (017) | MW-7 (025) |
|-------------|--------------|-------------|------------|------------|
| MW-13 (067) | MW-13A (069) | MW-15 (079) | TG-2 (035) | |

The above monitoring wells shall be sampled and analyzed annually (September) for the following parameters:

| 01056 manganese, filtered | 00010 field temperature C |
|-----------------------------------|--------------------------------|
| 00400 field pH | 00094 field conductivity @ 25C |
| 01046 iron, filtered | 22413 total hardness, filtered |
| 39036 total alkalinity, filtered | 72020 groundwater elevation |
| 00631 nitrate + nitrite, filtered | 00946 sulfate, filtered |
| 01000 arsenic, filtered | 01005 barium, filtered |
| 01025 cadmium, filtered | 01049 lead, filtered |
| 00001 odor | 00003 turbidity |
| 00002 color | |
| | |

2. Gas Condensate Monitoring

a. A gas condensate sample shall be taken at the lift station (DNR ID770) annually (September) and analyzed for the following parameters:

| 00940 chloride | 00150 total suspended solids |
|------------------------------|--------------------------------|
| 00400 field pH | 00094 field conductivity @ 25C |
| 74010 iron, total | 00900 total hardness |
| 00410 total alkalinity | 00310 BOD5 |
| 01032 chromium, total | 00945 sulfate, total |
| 00340 COD, unfiltered | 00951 fluoride, total |
| 01027 cadmium, total | 01051 lead, total |
| 01055 manganese, total | 71900 mercury, total |
| 00610 total ammonia nitrogen | 00625 total Kjeldahl nitrogen |
| 00929 sodium, total | Base neutral/acid extractable |
| | EPA Method 8270 |
| VOCs EPA Method 8260B | |

III. Monitoring Procedures

A. General

- It shall be the Contractor's responsibility to ensure that the methods and procedures used while conducting environmental monitoring at the landfill sites are acceptable to the Department of Natural Resources, Bureau of Solid Waste Management
- The methods used for the sample collection, preservation and analysis shall be accomplished in accordance with standard methods for the examination of water and wastewater or other methods approved in writing by the Department of Natural Resources, Bureau of Solid Waste Management (NR 140, NR 149, PUBL-DG-036-96 and PUBL-DG-037-96).
- 3. Samples should be analyzed as soon as possible after collection. The maximum holding times for which a sample may be held before analysis must correspond to those given in Table F, NR 219.
- 4. If for any reason the Contractor is unable to sample a particular monitoring point during a given period, Contractor must provide engineer with a summary of monitoring points not monitored and the reason why within 2 days of monitoring.

B. Quality Control / Quality Assurance

 The Contractor shall have quality control and quality assurance procedures in the field and in the laboratory to prevent contamination and ensure accurate results. The Contractor shall, at a minimum, meet all quality control and quality assurance requirements in NR 149.14 and NR 149.24.

- 2. The quality control program shall be documented and such documents shall be available, upon request, to the Engineer,
- Intralaboratory quality control shall include routine analyses of reference standards, spikes and duplicates. Spikes and duplicates are to be analyzed on a minimum of 10 percent of the samples.
 - a. Quality control charts for precision and accuracy shall be kept for each parameter. Accuracy and precision charts shall be available upon request.
 - b. If the quality control limit is exceeded, the samples in that analysis batch must be reanalyzed and the quality control limit met. Quality control testing shall be at the Contractor's expense. Documentation shall be available to the Engineer, upon request, indicating that corrective action was taken to bring results back within limits.
- 4. Interlaboratory quality control using US EPA reference standards should be performed, at a minimum, on a quarterly basis.
- 5. Field quality control procedures shall include, at a minimum, the following:
 - a. Field duplicates shall be collected for every 10 samples collected.
 - b. A minimum of one field blank shall be collected at each Landfill site.
 - For trips involving organics sampling, a trip blank shall be collected for each cooler.
 - d. Analysis results for the above samples shall be made part of the monitoring report. The Engineer will not be charged for any blank results.
 - e. In cases where the field blank or trip blank show contamination at a significant level (i.e. above the PAL), resampling and analysis of affected wells, if deemed necessary by the Engineer, must be done at the Contractor's expense.

C. Water Level Measurement

- 1. Water elevations (MSL) shall be determined prior to sample collection.
- 2. Engineer will provide a reference elevation (MSL) at each monitoring point to aid in determining the water elevation. Refer to attached sheet for well information.
- D. Water Sample Collection and Preservation
 - Water samples shall be collected by personnel who have been specially trained in water sample collection methods.
 - 2. Only new sampling containers shall be used.

- 3. Monitoring wells shall be purged immediately prior to collecting samples by removing at least four (4) volumes of standing water in each well. Contractor shall determine the volume of standing water in each well by measuring the distance from the top of the water table to the bottom of the well. Well purging shall be done in accordance with sampling procedures and guidelines contained in DNR publications PUBL-DG-037-96 and PUBL-DG-038-96.
- 4. Appropriate precautions shall be taken to prevent well contamination and to ensure that uncontaminated, representative water samples are taken.
- 5. Water samples from monitoring wells and surface water locations shall be field filtered through a 0.45-micron filter, except for the portion on which field pH, field conductivity and VOCs will be determined. Private well samples, leachate samples and collection lysimeter samples shall not be field filtered.
- 6. Water samples shall be preserved immediately after collection in accordance with standard methods and stored at temperatures at or below 4° C.

E. Water Quality Analysis

- 1. The field pH of each sample shall be determined at the time of collection with an accurate portable pH meter
- 2. The field conductivity (at 25° C) of each sample shall be determined at the time of collection with an accurate portable conductivity meter
- All other water quality parameters shall be determined in a laboratory using standard analytical methods and equipment as approved by the Department of Natural Resources.
- 4. All analyses shall have a LOD and LOQ below the PAL, or else produce the lowest available LOD and LOQ above the PAL.

F. Gas Monitoring

- 1. All gas monitoring points shall be monitored using standard methods approved by the Department of Natural Resources.
- 2. Gas monitoring shall be performed using meters capable of detecting methane, oxygen, and carbon dioxide concentrations of 0.1% or less.

IV. Monitoring Report

A. General

 A monitoring report for each landfill site shall be prepared and submitted to the Engineer following each quarterly monitoring period, within 45 days of the date the monitoring was conducted.

- 2. The reports for Dane County Sites No. 1 and 2 shall contain the following information:
 - a. Name and qualifications of the persons conducting the monitoring.
 - b. Time and date of monitoring.
 - c. A description of the methods, procedures, and equipment used, including:
 - i. Calculations of the amount of standing water in each well and the number of gallons that were removed before sampling;
 - ii. Procedures used to flush wells prior to collecting samples and the approximate time lapsed between flushing and sampling;
 - iii. Procedures for cleaning samplers (e.g. bailers) between wells and the order of well sampling;
 - iv. Equipment used to measure conductivity and pH in the field;
 - Volume of samples collected; procedures used to filter the sample (if applicable) prior to analysis; and procedures for chemical preservation of samples;
 - vi. Methods for transporting samples to the lab; the time spent transporting the samples to the lab; and the time passed before the samples are analyzed in the lab; and
 - vii. Groundwater and gas sampling field data sheets.

Note: a description of Standard Operating Procedures and standard equipment for both the field and laboratory needs to be submitted only once. The guarterly reports only need to discuss variations.

- d. Analytical procedures used in the lab for each required parameter, including make and model of any automated analytical equipment used. If procedures are exactly as described in published sources, reference may be listed to fulfill this requirement.
- e. Water level elevations in MSL (include the measured distance from the top of the well casing to the water level and the measured distance from the top of the well casing to the bottom of the well).
- f. Analytical results for each sample
- g. Historical summaries for all inorganic parameters at each sampling location that shows the last 8 rounds of data.
- h. Historical summaries of <u>detected</u> VOCs at each sampling location that shows the last 8 rounds of data
- All required DNR submittal materials including the Groundwater
 Monitoring Data Certification sheets, data diskettes, and an

- exceedance summary table addressing the cause and significance of noted exceedances.
- j. All trip blank or method blank detects (VOCs only).
- k. Gas monitoring results.
- I. Any problems encountered during the monitoring, including a list of any monitoring points not monitored and the reason why.
- m. Any quality control problems encountered and a summary of any corrective actions taken.
- 3. The report for the Truax Landfill shall consist of:
 - a. Monitoring data in DNR electronic format.
 - b. Field notes.
 - c. Laboratory analytical report.

DANE COUNTY SANITARY LANDFILL SITE NO. 1

WELL INFORMATION

| Well Name (DNR ID) | Type of Well | Casing type | Casing I.D. | Well Depth (feet) | Top of Well Casing | Approximate Watertable |
|--------------------|--------------|-------------|-------------|----------------------|-----------------------|---------------------------|
| MW12PR (183) | PIEZ | PVC | 2" | 62 | 979.61 | 948 |
| MW12R (176) | OW | PVC | 2" | 40.15 | 980.22 | 948 |
| MW14 (114) | OW | PVC | 2" | 46 | 991.71 | 950 |
| MW14P (184) | PIEZ | PVC | 2" | 81.2 | 991.70 | 949 |
| MW15 (115) | OW | PVC | 2" | 53 | 990.83 | 949 |
| MW17P (185) | PIEZ | PVC | 2" | 52.8 | 962.90 | 948 |
| MW17P2 (209) | PIEZ | PVC | 2" | 92.2 | 963.08 | 948 |
| MW17R2 (201) | OW | PVC | 2" | 22.3 | 962.57 | 948 |
| MW18R (186) | OW | PVC | 2" | 31 | 974.88 | 948 |
| MW26 (126) | OW | PVC | 2" | 41.5 | 985.36 | 949 |
| MW28 (178) | OW | PVC | 2" | 53.4 | 999.06 | 951 |
| MW28P (187) | PIEZ | PVC | 2" | 83.2 | 998.73 | 949 |
| MW29 (179) | OW | PVC | 2" | 44.6 | 991.31 | 958 |
| MW29P (180) | PIEZ | PVC | 2" | 61.2 | 991.40 | 949 |
| MW29P2 (188) | PIEZ | PVC | 2" | 124 | 990.16 | 949 |
| MW30 (181) | OW | PVC | 2" | 54.05 | 990.90 | 949 |
| MW31 (189) | OW | PVC | 2" | 53.7 | 991.82 | 949 |
| MW32R (218) | OW | PVC | 2" | 38.2 | 980.23 | 955 |
| MW33 (191) | OW | PVC | 2" | 34.08 | 973.39 | 948 |
| MW33P (192) | PIEZ | PVC | 2" | 56.15 | 973.27 | 948 |
| MW35 (195) | OW | PVC | 2" | 33.15 | 974.68 | 948 |
| MW35P (210) | PIEZ | PVC | 2" | 56.6 | 975.50 | 948 |
| MW36 (196) | OW | PVC | 2" | 64.5 | 996.81 | 949 |
| MW36P (211) | PIEZ | PVC | 2" | 78.6 | 996.06 | 949 |
| MW37 (197) | OW | PVC | 2" | 64.1 | 1004.72 | 949 |
| MW38 (198) | OW | PVC | 2" | 53.0 | 993.77 | 955 |
| MW38P (212) | PIEZ | PVC | 2" | 76.0 | 993.07 | 955 |
| MW39 (199) | OW | PVC | 2" | 57.5 | 1001.87 | 948 |
| MW40 (200) | OW | PVC | 2" | 74.4' | 1007.61 | 948 |
| MW41 (202) | OW | PVC | 2" | 17.6 | 966.50 | 951 |
| MW43 (204) | OW | PVC | 2" | 18.6 | 953.62 | 944 |
| MW43P (213) | PIEZ | PVC | 2" | 76.6 | 953.36 | 949 |
| MW45 (216) | OW | PVC | 2" | 42.5 | 986.79 | 951 |
| MW45P (217) | PIEZ | PVC | 2" | 75 | 986.70 | 951 |

DANE COUNTY SANITARY LANDFILL SITE NO. 2

WELL INFORMATION

| Well Name (DNR ID) | Type of Well | Casing type | Casing I.D. | Well Depth (feet) | Top of Well Casing | Approximate Watertable |
|--------------------|---------------|-------------|-------------|----------------------|-----------------------|---------------------------|
| M5A (005) | OW | PVC | 2" | 16 | 864.30 | 858 |
| M5B (006) | PIEZ | PVC | 2" | 38 | 864.30 | 858 |
| M6A (007) | OW | PVC | 2" | 20 | 864.50 | 859 |
| M6B (008) | PIEZ | PVC | 2" | 36 | 864.60 | 859 |
| M6C (009) | PIEZ | PVC | 2" | 56 | 864.60 | 859 |
| M9AR (072) | OW | PVC | 2" | 32.96 | 879.56 | 860 |
| M9BR (074) | PIEZ | PVC | 2" | 59.86 | 879.46 | 860 |
| M14A (017) | OW | PVC | 2" | 17.56 | 866.00 | 859 |
| M14B (018) | PIEZ | PVC | 2" | 44.5 | 866.00 | 859 |
| M17A (019)* | OW | PVC | 2" | 29.6 | 882.20 | 866 |
| M17B (020) | PIEZ | PVC | 2" | 45.9 | 882.40 | 866 |
| M22 (022) | OW | PVC | 2" | 25.71 | 869.47 | 859 |
| M23 (023) | OW | PVC | 2" | 27 | 882.44 | 864 |
| M25A (025) | OW | PVC | 2" | 20.15 | 870.73 | 860 |
| M25BR (130) | PIEZ | PVC | 2" | 52.6 | 871.80 | 860 |
| M26A (027) | OW | PVC | 2" | 19.0 | 870.85 | 860 |
| M26B (028) | PIEZ | PVC | 2" | 36.35 | 870.85 | 860 |
| M28R (170) | OW | PVC | 2" | 39.75 | 888.85 | 860 |
| M29 (035) | OW | PVC | 2" | 57.3 | 906.22 | 861 |
| WT-101A (040) | OW | PVC | 2" | 17.2 | 867.50 | 860 |
| P-101B (042) | PIEZ | PVC | 2" | 42 | 867.46 | 860 |
| WT-103A (045)* | OW | PVC | 2" | 17.45 | 866.82 | 859 |
| P-103B (047) | PIEZ | PVC | 2" | 41.75 | 866.99 | 859 |
| WT-105AR (126)* | OW | PVC | 2" | 17.7 | 869.79 | 860 |
| WT-108A (053) | OW | PVC | 2" | 27.1 | 879.80 | 861 |
| P-108B (123) | PIEZ | PVC | 2" | 44.8 | 880.11 | 860 |
| WT-113A (057) | OW | PVC | 2" | 17.2 | 867.13 | 860 |
| WT-119A (065)* | OW | PVC | 2" | 27.95 | 881.54 | 861 |
| P-119B (067) | PIEZ | PVC | 2" | 51.6 | 881.59 | 861 |
| WT-201AR (124) | OW | PVC | 2" | 15.3 | 869.60 | 860 |
| WT-202A (115) | OW | PVC | 2" | 17.9 | 870.55 | 860 |
| P-202B (116) | PIEZ | PVC | 2" | 34.9 | 866.03 | 860 |
| WT-202AR (132) | OW | PVC | 2" | 16.2 | 866.50 | 860 |
| WT-202BR (134) | PIEZ | PVC | 2" | 38 | 866.50 | 860 |
| WT-203A (117) | OW | PVC | 2" | 20.5 | 870.91 | 860 |
| WT-204A (118) | OW | PVC | 2" | 22.1 | 873.51 | 860 |
| WT-205A (119) | OW | PVC | 2" | 23.95 | 872.82 | 861 |
| WT-207AR (141) | OW | PVC | 2" | 15.43 | 866.23 | 861 |
| WT-208AR (142) | OW | PVC | 2" | 28.75 | 880.15 | 862 |
| WT-301A (150) | OW | PVC | 2" | 39.77 | 894.77 | 861 |
| WT-302AR (172) | OW | PVC | 2" | 25.43 | 879.43 | 861 |
| WT-302BR (174) | PIEZ | PVC | 2" | 62.52 | 879.42 | 861 |
| WT-303A (156) | OW | PVC | 2" | 31.33 | 887.23 | 861 |
| LHW1 (517) | Leachate head | STEEL | 4" | 104 | 983.38 | |
| LHW2 (518) | Leachate head | STEEL | 4" | 87 | 966.25 | |
| LHW3R (599) | Leachate head | STEEL | 4" | 63 | 949.51 | |
| LHW4 (520) | Leachate head | STEEL | 4" | 62 | 944.95 | |

^{*} Subtitle D wells.

TRUAX LANDFILL SITE

WELL INFORMATION

| Well Name (DNR ID) | Type of Well | Casing type | Casing I.D. | Well Depth (feet) | Top of Well Casing | Approximate Watertable |
|--------------------|--------------|-------------|-------------|----------------------|-----------------------|---------------------------|
| MW-1 (001) | OW | PVC | 2" | 21.4 | 858.43 | 840 |
| MW-1A (003) | PIEZ | PVC | 2" | 202.3 | 858.33 | |
| MW-3 (007) | OW | PVC | 2" | 65.0 | 881.3 | 830 |
| MW-3A (009) | PIEZ | PVC | 2" | 128.1 | 881.6 | |
| MW-4 (011) | OW | PVC | 2" | 20.2 | 860.89 | 845 |
| MW-4A (013) | PIEZ | PVC | 2" | 193.3 | 860.55 | |
| MW-4B (015) | PIEZ | PVC | 2" | 279.4 | 859.91 | |
| MW-5 (017) | OW | PVC | 2" | 19.9 | 856.31 | 840 |
| MW-5A (019) | PIEZ | PVC | 2" | 177.2 | 855.53 | |
| MW-5B (021) | PIEZ | PVC | 2" | 349.4 | 855.67 | |
| MW-7 (025) | OW | PVC | 2" | 17.5 | 852.68 | 840 |
| MW-10 (031) | OW | PVC | 2" | 17.8 | 859.57 | 845 |
| MW-11 (063) | OW | PVC | 2" | 45.5 | 877.57 | 840 |
| MW-12B (073) | OW | PVC | 2" | 60.6 | 881.10 | |
| MW12C (077) | PIEZ | PVC | 2" | 87 | 880.80 | |
| MW-13 (067) | OW | PVC | 2" | 65.4 | 893.61 | 840 |
| MW-13A (069) | PIEZ | PVC | 2" | 149.0 | 893.67 | |
| MW-14 (071) | OW | PVC | 2" | 29.7 | 864.79 | 840 |
| MW-15 (079) | OW | PVC | 2" | 54 | 886.14 | 840 |
| TG-2 (035) | PIEZ | PVC | 2" | 27.2 | 861.09 | |

SCHEDULE B

Payment Terms

- I. Measurement for payment shall be made at the discretion of the Engineer following each monitoring period.
- II. Payments shall be made in accordance with the agreed upon unit prices, as outlined on subsequent pages.
- III. Payments, in accordance with the unit prices, shall include full compensation for all equipment, tools, labor and incidentals necessary to complete the environmental monitoring.

Landfill Site No. 1

| ITEM | ESTIMATED QUANTITY PER YEAR | UNIT PRICE | TOTAL PRICE |
|--|-----------------------------|------------|-------------|
| Water Level Measurement | 63 | \$16.00 | \$1,008.00 |
| Water Sample Collection and Preservation | 76 | \$100.00 | \$7,600.00 |
| 3. Water Quality Analysis | | | |
| a. Color | 74 | \$0.00 | \$0.00 |
| b. Odor | 74 | \$0.00 | \$0.00 |
| c. Turbidity | 74 | \$0.00 | \$0.00 |
| d. Field pH | 76 | \$6.00 | \$456.00 |
| e. Field temperature | 76 | \$0.00 | \$0.00 |
| f. COD | 2 | \$12.00 | \$24.00 |
| g. Hardness | 73 | \$9.00 | \$657.00 |
| h. Alkalinity | 73 | \$7.00 | \$511.00 |
| i. Field conductivity | 76 | \$6.00 | \$456.00 |
| j. Chloride | 2 | \$7.00 | \$14.00 |
| k. Cadmium | 2 | \$4.00 | \$8.00 |
| I. Chromium, total | 2 | \$4.00 | \$8.00 |
| m. Lead | 2 | \$4.00 | \$8.00 |
| n. Mercury | 2 | \$15.00 | \$30.00 |
| o. Selenium | 2 | \$4.00 | \$8.00 |
| p. Total ammonia nitrogen | 2 | \$11.00 | \$22.00 |
| q. Total Kjeldahl nitrogen | 2 | \$24.00 | \$48.00 |
| r. Sulfate | 2 | \$7.00 | \$14.00 |
| s. Zinc | 2 | \$4.00 | \$8.00 |
| t. Sodium | 2 | \$4.00 | \$8.00 |
| u. Manganese | 2 | \$4.00 | \$8.00 |
| v. Phosphorus | 4 | \$9.00 | \$36.00 |
| w. BOD ₅ | 4 | \$15.00 | \$60.00 |
| x. Total suspended solids | 4 | \$7.00 | \$28.00 |
| y. Nickel | 2 | \$4.00 | \$8.00 |
| z. Total iron | 2 | \$4.00 | \$8.00 |
| aa. VOC's (8260) | 74 | \$50.00 | \$3,700.00 |
| bb. SVOC's (8270) | 1 | \$145.00 | \$145.00 |
| 4. Gas Monitoring Probes | 336 | \$16.00 | \$5,376.00 |
| 5. Gas Monitoring Wells | 396 | \$18.00 | \$7,128.00 |
| 6. Leachate Head Elevation | 46 | \$13.00 | \$598.00 |
| 7. Basement Monitoring | 2 | \$22.00 | \$44.00 |
| Monitoring Report | 4 | \$2,500.00 | \$10,000.00 |

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|---|------------------------------------|------------------|
| LANDFILL SITE NO. 1 TO | OTAL (Sum of TOTAL PRICE Amounts): | \$38,027.00/Year |

Landfill Site No. 2

| ITEM | ESTIMATED QUANTITY PER YEAR | UNIT PRICE | TOTAL PRICE |
|---|-----------------------------|------------|-------------|
| Water Level Measurement | 78 | \$16.00 | \$1,248.00 |
| Water Sample Collection and Preservation | 111 | \$95.00 | \$10,545.00 |
| Water Quality Analysis | | | |
| a. Color | 115 | \$0.00 | \$0.00 |
| b. Odor | 115 | \$0.00 | \$0.00 |
| c. Turbidity | 115 | \$0.00 | \$0.00 |
| d. Field pH | 115 | \$6.00 | \$690.00 |
| e. COD | 9 | \$12.00 | \$108.00 |
| f. Hardness | 115 | \$9.00 | \$1,035.00 |
| g. Alkalinity | 115 | \$7.00 | \$805.00 |
| h. Field conductivity | 115 | \$6.00 | \$690.00 |
| i. Field temperature | 110 | \$0.00 | \$0.00 |
| j. Chloride | 112 | \$7.00 | \$784.00 |
| k. Arsenic | 11 | \$4.00 | \$44.00 |
| I. Barium | 11 | \$4.00 | \$44.00 |
| m. Cadmium | 11 | \$4.00 | \$44.00 |
| n. Chromium | 11 | \$4.00 | \$44.00 |
| o. Fluoride | 11 | \$7.00 | \$77.00 |
| p. Lead | 11 | \$4.00 | \$44.00 |
| q. Mercury | 11 | \$15.00 | \$165.00 |
| r. Selenium | 11 | \$4.00 | \$44.00 |
| s. Silver | 11 | \$4.00 | \$44.00 |
| t. Copper | 11 | \$4.00 | \$44.00 |
| u. NO ₂ + NO ₃ (as N) | 16 | \$10.00 | \$160.00 |
| v. Total ammonia nitrogen | 4 | \$15.00 | \$60.00 |
| w. Sulfate | 16 | \$7.00 | \$112.00 |
| x. Zinc | 11 | \$4.00 | \$44.00 |
| y. Sodium | 16 | \$4.00 | \$64.00 |
| z. Manganese | 16 | \$4.00 | \$64.00 |
| aa. Phosphorus | 4 | \$9.00 | \$36.00 |
| bb. BOD ₅ | 4 | \$15.00 | \$60.00 |
| cc. Total suspended solids | 4 | \$7.00 | \$28.00 |
| dd. Nickel | 1 | \$4.00 | \$4.00 |
| ee. Total iron | 46 | \$14.00 | \$644.00 |
| ff. Beryllium, total | 1 | \$4.00 | \$4.00 |
| gg. Thallium, total | 1 | \$4.00 | \$4.00 |
| hh. Antimony, total | 1 | \$4.00 | \$4.00 |
| ii. Cobalt, total | 1 | \$4.00 | \$4.00 |
| jj. Vanadium, total | 1 | \$4.00 | \$4.00 |
| kk. VOC's (8260) | 54 | \$50.00 | \$2,700.00 |
| 4. Gas Monitoring Probes | 96 | \$17.00 | \$1,632.00 |
| 5. Gas Monitoring Wells | 708 | \$20.00 | \$14,160.00 |
| 6. Gas Sample EPA TO-14 | 2 | \$700.00 | \$1,400.00 |
| 7. Leachate Head Elevation | 48 | \$18.50 | \$888.00 |
| 8. Monitoring Report | 4 | \$3,500.00 | \$14,000.00 |

| LANDFILL SITE NO. 2 TOTAL (Sum of TOTAL PRICE Amounts): | \$52,575.00/Year |
|---|------------------|

Truax Landfill

| ITEM | ESTIMATED QUANTITY PER YEAR | UNIT PRICE | TOTAL PRICE |
|--------------------------------|-----------------------------|------------|-------------|
| Water Level Measurement | 30 | \$18.00 | \$540.00 |
| 2. Water Sample Collection and | 31 | \$142.00 | \$4,402.00 |
| Preservation | | | |
| Water Quality Analysis | | | |
| a. Color | 31 | \$0.00 | \$0.00 |
| b. Odor | 31 | \$0.00 | \$0.00 |
| c. Turbidity | 31 | \$0.00 | \$0.00 |
| d. Field pH | 31 | \$6.00 | \$186.00 |
| e. COD | 1 | \$12.00 | \$12.00 |
| f. Hardness | 34 | \$9.00 | \$306.00 |
| g. Alkalinity | 34 | \$7.00 | \$238.00 |
| h. Field conductivity | 31 | \$6.00 | \$186.00 |
| i. Dissolved iron | 33 | \$4.00 | \$132.00 |
| j. Chloride | 1 | \$7.00 | \$7.00 |
| k. Arsenic | 33 | \$4.00 | \$132.00 |
| I. Barium | 33 | \$4.00 | \$132.00 |
| m. Cadmium | 34 | \$4.00 | \$136.00 |
| n. Fluoride | 1 | \$7.00 | \$7.00 |
| o. Lead | 34 | \$4.00 | \$136.00 |
| p. Mercury | 1 | \$15.00 | \$15.00 |
| q. Nitrogen, total dissolved | 1 | \$11.00 | \$11.00 |
| r. NO2 + NO3, filtered | 33 | \$10.00 | \$330.00 |
| s. Total Kjeldahl nitrogen | 1 | \$24.00 | \$24.00 |
| t. Sulfate | 34 | \$7.00 | \$238.00 |
| u. Sodium | 1 | \$4.00 | \$4.00 |
| v. Manganese | 34 | \$4.00 | \$136.00 |
| w. BOD ₅ | 1 | \$15.00 | \$15.00 |
| x. Total suspended solids | 1 | \$7.00 | \$7.00 |
| y. Total iron | 1 | \$4.00 | \$4.00 |
| z. Chromium, total | 1 | \$4.00 | \$4.00 |
| aa. VOC's (8270) | 1 | \$145.00 | \$145.00 |
| bb. VOC's (8260) | 13 | \$50.00 | \$650.00 |
| 4. Monitoring Report | 2 | \$750.00 | \$1,500.00 |

| TRUAX LANDFILL TOTAL (Sum of TOTAL PRICE Amounts): | \$9,635.00/Year |
|--|-----------------|