



Bid Waiver Form

Revised 01/2025

Short Description of Goods/Services		Total Cost	
Vendor Name		MUNIS #	Req #
Purchasing Officer		Date	
Department		Email	
Name		Phone	

A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL

Provide a detailed description of the goods/services intended to be purchased:

Send to a Purchasing Officer Once Completed



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Procurement Exception List

- ☐ Emergency Procurement
- ☐ Unique and specific technical qualifications are required
- ☐ A special adaptation for a special purpose is required
- ☐ A unique or opportune buying condition exists
- ☐ Only one vendor possesses the unique and singularly available ability to meet the Department's requirements

Provide a detailed explanation as to why the competitive bidding (RFB/RFP) process cannot be used. Also provide a detailed justification in relation to the Procurement Exception(s) chosen:

Bid Waiver Approval (For Purchasing Use Only)

☐ Under \$45,000 (Controller)

☐ \$45,000+ (Personnel & Finance Committee)

Date Approved:

Send to a Purchasing Officer Once Completed



October 9, 2025

Amy Tutwiler
Assistant Corporation Counsel
Office of Dane County Corporation Counsel
Dane County Regional airport
4000 International Lane
Madison, WI 53704

Re: Environmental Insurance Cost Recovery

Dear Amy:

To follow up our discussions, this letter sets forth potential terms under which the Dane County Regional Airport ("Airport") would be retaining Eisenstein Malanchuk LLP ("EM") to continue its work searching for historical evidence of the liability insurance issued to the Airport, and to present and help to negotiate environmental insurance coverage claims on behalf of the Airport.

As you know we have been engaged to-date in reviewing known liability insurance evidence, and to send notice letters and coordinate initial responses to insurer inquiries. You have asked for potential fee proposals for the next stage of the insurance coverage effort. As indicated, the core of this effort is a process that generally takes about three years, though it can last longer depending on the progress of site investigation and remediation and the progress of insurance negotiations. The next steps in the process would be the following:

Continuing insurance archeology and initial insurer dialogue: The first six to nine months will involve a particularly increased level of effort, both in reviewing archival documents – including in storage or at third-party locations -- to try and flesh out the insurance evidence, in sending additional notice letters to insurers, and in initial discussions with the insurers to obtain any insurance information in their possession and to provide requested site background material. Some insurers will also want to meet in person, and potentially to have a site visit.

Negotiating a defense cost agreement: The next stage, which overlaps with the initial work but can extend for an additional period of months, involves the negotiation of a defense cost sharing agreement, including discussion of allocation

percentages and billing rates, and negotiation of "catch up" payments for post-tender costs already incurred.

Ongoing monitoring: The third stage becomes ongoing work to prepare and process invoices to send to the insurers (e.g., circulating allocation memos, answering insurer questions about specific invoice entries, and ongoing collection efforts) along with periodic updates to the insurers on site status and developments (by email and periodically by conference call). Depending on the work being done, this stage can last a few months or a few years.

Indemnity negotiations: The final stage, which can vary greatly in timing, is to negotiate final settlements with insurers for indemnity obligations under the policies, generally after the initial defense/investigation has been completed. This can be done based on future cost modeling, or can reflect remediation costs once they are more well defined. The negotiation process often takes a period of a year or more.

In looking at our billings on other, similar airport/AFFF and PFAS-related claims, our monthly hourly billings are tending to be approximately \$10-15,000/month through the period of putting a defense cost agreement in place; approximately \$8-9,000/month for ongoing monitoring and updates; and then back up to approximately \$10-15,000/month at the stage of final indemnity negotiations.

Generally I would expect hourly fees to be somewhere in the range of \$100,000-\$175,000 per year, depending on the stage of the case. Also, for your information our current hourly rates for key personnel are as follows:

Larry Eisenstein — Senior Partner -- \$750/hr
Ellen Snyder — Senior Attorney -- \$450/hr
Associate -- \$250/hr
Margo Ramage — Insurance Consultant -- \$400/hr
David Biss — Financial/allocation Consultant -- \$400/hr
Analyst/Paralegal -- \$175/hr

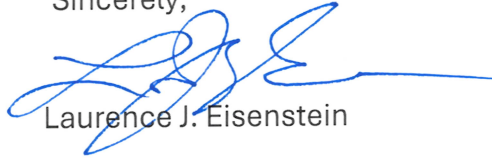
I should emphasize that we remain flexible as to the fee arrangement for the next stage of this project, whether on a full contingent fee, a full hourly fee, or a mixed fee basis (e.g., 50% of our normal contingent fee and 50% of our normal hourly rates). Generally on a pure contingent fee, where we also do not bill separately for any expenses, the fee has been 35% of the insurance recovery.

Other terms and conditions presumably would be identical to those in our retention agreement for the Phase 1 effort.

Amy Tutwiler
October 9, 2025
Page 3

We would welcome the opportunity to continue our work on this project.
Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be 'LJ Eisenstein', with a long horizontal flourish extending to the right.

Laurence J. Eisenstein