

Dane County Contract Cover Sheet

Revised 07/2023

Res 272
significant

Dept./Division	Dane County Waste and Renewables		
Vendor Name	Kiefner and Associates, Inc.	MUNIS #	34275
Brief Contract Title/Description	AWARD OF AGREEMENT FOR PROFESSIONAL SERVICES AT THE RNG PLANT		
Contract Term	2024-12/31/2028		
Contract Amount	\$200,000.00		

Contract # Admin will assign	15290
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Lindsey Carlson	Name	Trae Miller III
Phone #	608-405-2036	Phone #	614-410-1601
Email	carlson.lindsey@countyofdane.com	Email	trae.miller@kiefner.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 323019
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req # 933	Org: SWMETHGO	Obj: 30263	Proj:	\$ 50,000.00
	Year 2024	Org: SWMETHGO	Obj: 22440	Proj:	\$ 15,000.00
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res # 272
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Welch, John	Digitally signed by Welch, John Date: 2024.01.10 10:02:55 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 1/10/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, January 11, 2024 9:37 AM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15290
Attachments: 15290.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/11/2024 2:58 PM	Approve: 1/11/2024 2:58 PM
	Gault, David	Read: 1/11/2024 10:04 AM	Approve: 1/11/2024 10:04 AM
	Patten (Purchasing), Peter		Approve: 1/11/2024 10:03 AM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #15290
Department: Waste & Renewals
Vendor: Kiefner & Associates
Contract Description: Professional Services at the RNG Plant (Res 272)
Contract Term: 2/1/24 – 12/31/2028
Contract Amount: \$200,000.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

1
2
3 **2023 RES-272**

4 AWARD OF AGREEMENT FOR PROFESSIONAL SERVICES AT
5 THE RNG PLANT

6 The Department of Waste and Renewables reports the receipt of proposals for Professional
7 Services at the Dane County Department of Waste & Renewables RNG Facility, 7242 Maahic
8 Way Madison WI 53718 Public Works Proposal No. 323019.

9
10 A complete tabulation is on file at the Public Works Office.

11
12 An Agreement has been negotiated with:

13
14 Kiefner and Associates, Inc.
15 1401 Blake Street
16 Denver, CO, 80202

Total Bid: \$200,000

17
18 The Waste and Renewables staff finds this firm's qualifications to be reasonable and
19 recommends the Agreement be awarded to Kiefner and Associates, Inc.

20
21 There are sufficient funds available for this project.

22
23 The term of the agreement will be a two (2) year agreement with three (3) one (1) year optional
24 renewals.

25
26 **NOW, THEREFORE, BE IT RESOLVED** that an Agreement be awarded to Kiefner and
27 Associates, Inc in the amount not to exceed \$200,000 and

28
29 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized
30 and directed to sign the Agreement; and

31
32 **BE IT FINALLY RESOLVED** that the Department of Waste and Renewables be directed to
33 ensure complete performance of the Agreement.

DANE COUNTY CONTRACT # 15290

Revised 06/2021



Department: Waste & Renewables
Provider: Kiefner & Associates, Inc.
Expiration Date: December 31, 2028
Maximum Cost: \$200,000

Registered Agent (if applicable): Cogency
Registered Agent Address: 100 Wilburn Rd., Ste. 100
Sun Prairie, WI 53590

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Kiefner & Associates, Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI, desires to purchase services from PROVIDER for the purpose of technical engineering services; and

WHEREAS PROVIDER, whose address is 6185 Huntley Rd, Ste. J Columbus, Ohio, 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. TERM:

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. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. 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. SERVICES:

- 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.

- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. 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.
- G. By accepting this Agreement, the PROVIDER 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.
- H. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
- I. PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. PROVIDER understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. 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 offset.

V. CONFIDENTIAL INFORMATION

- A. Confidential Information. "Confidential Information" shall mean any and all information, technical data and related material disclosed or made available by the COUNTY to the PROVIDER or their officers, directors, employees, subcontractors, contractors, representatives, or agents that is (a) not generally known to the public, and (b) identified as confidential, or, to a reasonable person, would be expected to be confidential due to its character and nature, including, but not limited to: financial information or projections; contract details; costs; pricing; designs, specifications and uses of products and services; product research; trade secrets; developments; inventions; processes; equipment settings; operational parameters; facilities; engineering techniques; data, know-how, or formats; software; business and strategic plans; business opportunities; employees; and other significant and valuable business information.
- B. Disclosure to Subcontractors. PROVIDER will maintain Confidential Information in the strictest confidence and will only disclose information to the extent necessary. Prior to the limited disclosure of confidential information to subcontractors or agents, the PROVIDER shall obtain the written agreement of such subcontractors to be bound by confidentiality.
- C. Ownership of Information. All right, title and interest in and to the Confidential Information shall be and remain vested in the COUNTY. PROVIDER shall not be granted any license or right of any kind with respect to the Confidential Information, other than to use the Confidential Information for the limited purposes of the project or scope of services identified in this RFP.
- D. Disclosure Required by Law. If the PROVIDER is requested or required by law (by deposition, interrogatories, Wisconsin Open Records' request, subpoenas, civil investigative demand or similar process) to disclose any Confidential Information or the existence of negotiations between the parties, the PROVIDER shall, unless prohibited by law, promptly notify the COUNTY of such request.

VI. PAYMENT:

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.

VII. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, 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 schedules shall result in the penalties set forth herein.

VIII. DELIVERY OF NOTICE:

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.

IX. OWNERSHIP OF DOCUMENTS:

- A. All reports, drawings, specifications, renderings, models, details, and other such documents prepared by the PROVIDER or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the PROVIDER's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request
- B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to the PROVIDER.
- C. Specifications and isolated, detail drawings inherent to the engineering design of the project, whether provided by the COUNTY or generated by the PROVIDER, shall be available for future use by the parties to this Agreement and other parties, each at their own risk

X. INSURANCE & INDEMNIFICATION:

- 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's 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. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. 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.

1. 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 cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then 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.

5. Workers' Compensation.

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

6. 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. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

7. Waivers.

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

XI. MISCELLANEOUS PROVISIONS:

- A. Approvals or Inspections. None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the PROVIDER 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.
- B. Claims. The PROVIDER's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Director of Waste & Renewables for review and resolution. The decision of the Director of Waste & Renewables 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.

XII. 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.

XIII. NON-DISCRIMINATION:

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.

XIV. CIVIL RIGHTS COMPLIANCE:

- A. 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.

XV. 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. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

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."

XVI. CONTROLLING LAW AND VENUE:

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.

XVII. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XVIII. LIMITATION OF AGREEMENT:

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.

XIX. ENTIRE AGREEMENT:

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.

XX. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XXI. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XXII. COPIES VALID:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XXIII. 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.

XXIV. DEBARMENT:

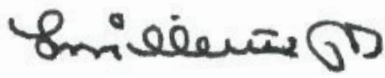
By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXV. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

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:



Trae J. Miller III, Esq.
President, Kiefner and Associates, Inc.

Dec. 13, 2023
Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

1. GENERAL:

- A. Dane County Department of Waste & Renewables (COUNTY or W&R) owns and operates a Renewable Natural Gas (RNG) Plant that converts landfill gas (LFG) to pipeline quality RNG that is injected into the interstate transmission pipeline.
- B. All services shall commence after mutual agreement of written scope of work. Projects with defined scope and deliverables may be added to the contract with lump sum not to exceed pricing. The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.
- C. Hours of scheduled service, meetings, or on site work under this agreement shall be during normal working hours, excluding holidays, of COUNTY and PROVIDER, unless prior approval is granted by COUNTY. Standard working hours for COUNTY are Monday – Friday 7:00 AM to 3:00 PM local time.

2. CATEGORIES OF WORK:

This scope of services to be provided by the PROVIDER in each of the following categories at need and request of the COUNTY:

- A. Category 1: RNG Plant Engineering, Programming, & Technical Support
 - 1. Technical engineering support with troubleshooting and correcting operational issues
 - 2. Assistance with analysis of RNG Plant performance including diagnosis of shutdowns, failures, and tracking of other key performance indicators
 - 3. Maintenance or development of as-built documentation, process flow diagrams, drawings, and figures
- B. Category 2: Major Project Design & Management
 - 1. Design services for RNG Plant modifications, capital improvements, or repairs
 - 2. Assistance with engineering studies to identify performance issues and identify solutions to improve operations and RNG Plant efficiency
 - 3. Assistance with management of project schedules, costs, quality, safety, scope, and function; Representative of interests to County and oversight over projects directly for County.
- C. Category 3: General Labor
 - 1. Assistance with RNG Plant operations
 - a. Completion of daily operations log and report
 - b. Monitor SCADA and respond to alarm calls

2. Assistance with Routine Inspection, Maintenance and Servicing Tasks
 - a. Completion and documentation of compliance, safety, and operational checks
3. Handwork assistance with repairs of RNG Plant systems and components, including but not limited to:
 - a. Oil changes
 - b. Greasing
 - c. Carbon media change out
 - d. Valve repair/replacement

D. Category 4: Process Safety & Risk Management Services

1. Process Safety Management (PSM) services including program development, implementation, and ongoing direct support services for existing and proposed facilities including:
 - a. PSM program development
 - b. Incident investigations, audit, and close out activity
 - c. Process Hazard Analyses, Layer of Protection Analysis, and other similar hazard reviews
 - d. Safety Instrument System analysis, Safety Requirement Specification development, and Safety Instrumented Function development
 - e. Qualitative Risk Assessments and facility siting
2. Integrity Management Services for existing and proposed facilities including:
 - a. Pressure Safety Valve analysis and sizing
 - b. Risk based inspections
 - c. Process & Instrument Diagram verification
3. General engineering related services and training for Process Safety & Risk Management Service

E. Category 5: Spill Response and Reporting

1. Initial spill response, clean-up, and environmental sampling
2. Spill reporting requirement interpretation and guidance
3. Data collection, report preparation, and submittal
4. Assist with coordination and correspondence with WDNR or other regulatory officials

SCHEDULE B

Pricing Structure and Payment

1. Purchase Order

Following written approval of a scope of work, COUNTY to issue a Purchase Order (PO) to PROVIDER for invoicing purposes prior to commencement of work and goods order placement. PO will include separate line items for service, parts, and equipment and allow for partial shipments.

2. Quotes

PROVIDER will not be required to submit a formal written quote for incidental services as long as the estimated cost to complete the request is less than five thousand Dollars (\$5,000). Where the actual or anticipated cost would equal or exceed five thousand Dollars (\$5,000) PROVIDER shall provide a written quote for additional services. The quote shall include a description of the tasks to be completed, the costs that are anticipated and the personnel/billing rates that will be charged. PROVIDER will not be compensated for more than the quoted price without written authorization from the COUNTY. These items shall be billed as separate line items or invoices. In any case, PROVIDER shall not perform any work prior to approval by COUNTY.

3. Spending Limits

For work requested by the COUNTY, the COUNTY shall not require formal approval for work less than five thousand dollars (\$5,000). For work equal to or greater than five thousand Dollars (\$5,000) and less than fifteen thousand Dollars (\$15,000), PROVIDER shall obtain work order approval from COUNTY in writing. For work equal to or greater than fifteen thousand Dollars (\$15,000) a contract addendum will be required. A single project under this agreement shall not exceed ninety-nine thousand Dollars (\$99,000).

4. Invoicing

PROVIDER shall bill on a time and materials basis in accordance with the rate table included in Schedule C and/or the quotes supplied for individual projects/tasks. PROVIDER shall issue an invoice for services approximately bi-weekly for ongoing activities, or upon completion of services for short-duration requests. Invoices must reference the COUNTY purchase order number issued for the services/deliverables described herein. Invoices shall be sent to COUNTY electronically at invoices-waste@countyofdane.com.

5. Payment Terms

Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise agreed to in writing by PROVIDER. COUNTY shall pay PROVIDER directly.

6. Compensation

- A. Rate Schedule: PROVIDER shall maintain these rates until December 31, 2024 at which point the rates shall may be adjusted annually thereafter. Adjustments shall not exceed the most recent All Urban Consumer- Minneapolis-St. Paul, Minnesota-Wisconsin CPI, or equivalent if unavailable.
- B. 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.
- C. Payments to the PROVIDER may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the PROVIDER. COUNTY will notify the PROVIDER in writing of the alleged, specific damages and amounts involved, on a timely basis.

7. Accounting Records

Records of the PROVIDER's direct personnel, consultants, and reimbursable expenses pertaining to the project shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and shall be available to COUNTY or an authorized representative throughout the term of this Agreement and for at least three (3) years after final payment to the PROVIDER.

8. Contract Years

The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. It is COUNTY's intention to establish a two year contract with PROVIDER, plus three optional renewal years. Unless notified in writing by either Party, the contract term shall automatically renew in renewal years 1 through 3.

Year	Term
1st Year	(Date of Execution) thru December 31, 2024
2nd Year	January 1, 2025 thru December 31, 2025
1st Renewal Year	January 1, 2026 thru December 31, 2026
2nd Renewal Year	January 1, 2027 thru December 31, 2027
3rd Renewal Year	January 1, 2028 thru December 31, 2028

SCHEDULE C Provider Rate Sheet



Kiefner and Associates, Inc.
6185 Huntley Road Suite J
Columbus, OH 43229
T +614-888-8220
F +614-888-7323
www.kiefner.com

Standard Domestic Pipeline Rates – Effective January 2023

<u>Personnel</u>	<u>Hourly Rate</u>
Chief Engineer	\$320.00
Senior Principal Engineer / Specialist II	\$310.00
Technical Authority	\$300.00
Senior Principal Engineer / Specialist I	\$290.00
Principal Engineer / Specialist	\$273.00
Project Manager	\$265.00
Contracts Administrator / Legal	\$266.00
Senior Engineer / Specialist II	\$250.00
Senior Engineer / Specialist I	\$232.00
Engineer / Specialist II	\$216.00
Engineer / Specialist I	\$193.00
Senior Associate Engineer / Specialist	\$182.00
Associate Engineer / Specialist	\$177.00
Project Control Coordinator	\$157.00
Project Administrator	\$108.00

Personnel and Non-Personnel Charges

- Personnel: in-field project support invoiced at a minimum of 10 hours for each day.
- Client approved travel costs: (air, vehicle, hotel, meals) invoiced at cost + 10%. Standard is coach class unless not available.
- Client approved purchases: (materials, equipment, supplies, software) invoiced at cost + 10%
- External services: invoiced at cost + 15%
- Laboratory Services: Please contact us for laboratory proposals
- Litigation rates: please contact us for litigation support rates
- Rush Rates: These rates are 1.5X the above referenced rates

Note: All rates are NET and do not include any applicable duties or taxes or surcharges for international, litigation or offshore work. The above rates represent full reimbursement for client approved work. Rates are constant for a minimum 12 months from start of contract. Rates are reviewed annually and Kiefner reserves the right to change rates on contract anniversary.