

Dane County Contract Cover Sheet

Revised 01/2026

Res 059
significant

Dept./Division	Waste and Renewables		
Vendor Name	SCS Engineers	MUNIS #	21897
Brief Contract Title/Description	SCADA / REMOTE MONITORING AND CONTROL (RMC) EQUIPMENT - LANDFILL SITE NO. 3		
Contract Term	6/1/2026 - 6/1/2027		
Contract Amount	\$504,360.00		

Contract # Admin will assign	16378
Type of Contract	
☒	Dane County Contract
☐	Intergovernmental
☐	County Lessee
☐	County Lessor
☐	Purchase of Property
☐	Property Sale
☐	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	Alejandra Viso	Name	Jothi Sridhar
Phone #	608-513-7294	Phone #	561-897-0314
Email	viso.alejandra@danecounty.gov	Email	jsridhar@scsengineers.com
Purchasing Officer	Peter Patten		

Purchasing Authority	☐ \$13,000 or under – Best Judgment (1 quote required)		
	☐ Between \$13,000 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	☐ Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	☐ Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)		
	☒ Bid Waiver – Over \$46,000 (N/A to Public Works)		
	☐ Cooperative Contract	Contract Name & #	
☐ N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other			

MUNIS Req.	Req #	1611	Org: SWLNDFLL	Obj: 57730	Proj:	\$ 504,360.00
			Org:	Obj:	Proj:	\$
	Year	2026	Org:	Obj:	Proj:	\$

Budget Amendment	
☐	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	☐ Contract does not exceed \$100,000		
	☒ Contract exceeds \$100,000 – resolution required.	Res #	
	☒ A copy of the Resolution is attached to the contract cover sheet.	Year	2026

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☐ No modifications.	☒ Modifications and reviewed by: Dave Gault and Josh Cotillier	☐ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Welch, John	Digitally signed by Welch, John Date: 2026.06.01 17:02:34 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
Slaven, Shelby	David Gault
Digitally signed by Slaven, Shelby Date: 2026.06.11 10:32:59 -05'00'	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 6/5/26	Date Out: _____
☒ Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, June 9, 2026 9:25 AM
To: Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16378
Attachments: 16378.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/9/2026 10:17 AM	Approve: 6/9/2026 10:17 AM
	Patten, Peter	Read: 6/9/2026 10:59 AM	Approve: 6/9/2026 1:32 PM
	Gault, David	Read: 6/9/2026 2:12 PM	Approve: 6/9/2026 2:13 PM
	Cotillier, Joshua	Read: 6/9/2026 9:29 AM	Approve: 6/9/2026 9:33 AM
	Oby, Joe		

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

Contract #16378

Department: Waste & Renewables

Vendor: SCS Engineers

Contract Description: Furnish SCADA and Remote Monitoring and Control System for Landfill Site #3 (Res 059)

Contract Term: 6/1/26 – 6/1/27

Contract Amount: \$504,360.00

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.

WASTE AND RENEWABLES CONTRACT TO FURNISH SCADA AND REMOTE
MONITORING AND CONTROL (RMC) SYSTEM FOR DANE COUNTY LANDFILL SITE
NO. 3

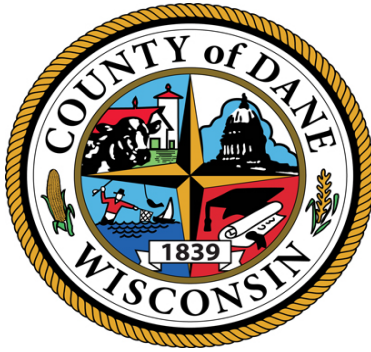
W+R requested and received approval from the Dane County Personnel and Finance Committee on May 11, 2026, for a waiver of bid to retain SCS Engineers to design, furnish, and program a SCADA and RMC system for Landfill Site No. 3. These services require specialized expertise in landfill operations, including leachate and condensate management systems and underdrain systems, as well as demonstrated experience with instrumentation, controls, and SCADA/RMC system programming compatible with landfill applications.

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

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

DANE COUNTY CONTRACT # 16378

Revised 11/2024



Department: Waste and Renewables
Provider: SCS Engineers
Expiration Date: 6/1/2027
Maximum Cost: \$504,360

Registered Agent (if applicable):
Registered Agent Address:

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 furnishing Site 3 Landfill supervisory control and data acquisition (SCADA) and remote monitoring and controls (RMC); and

WHEREAS PROVIDER, whose address is 274 Granite Run Drive, Lancaster, PA 17601, 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. 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.

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.

- G. EQUIPMENT WARRANTY - PROVIDER shall assign to the COUNTY all third-party warranties for all equipment, or components, in connection with the Services. PROVIDER shall, at COUNTY's expense, assist in enforcing such warranties and guaranties. In no event will PROVIDER have any obligation to correct any equipment installation if required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident or event of force majeure, (iii) abuse, neglect, misuse, fault or gross negligence of or by COUNTY, (iv) causes external to the equipment such as, but not limited to, power failure or electrical power surges, (v) use of the equipment in combination with equipment or software not supplied by PROVIDER, (vi) alterations, repairs or installations that have not been performed by PROVIDER, or (vii) failure to maintain equipment in accordance with written instructions. The PROVIDER will reinstall, at its own expense, any equipment that was improperly installed by PROVIDER, provided COUNTY gives notice in writing to PROVIDER of improper installation on or before the expiration of 12 months following the date the Equipment was first installed. For any equipment needing repair that is not covered by warranty, PROVIDER shall repair and replace such equipment on a time and material basis. The foregoing is expressly in lieu of all other guaranties and warranties, express or implied, including any warranties of merchantability and fitness for a particular purpose.

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. 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.

VI. 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.

VII. 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.

VIII. INSURANCE & INDEMNIFICATION:

- A. PROVIDER shall indemnify, hold harmless and defend (except that any duty to defend claims covered under an applicable professional liability policy which does not provide a duty to defend shall be accepted by PROVIDER as an element of damages) 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 acts, errors and omission in 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 and professional liability 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 other than professional liability 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.

- 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. 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.

XI. 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.

XII. 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."

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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:



Phillip Carrillo
Vice President

6/1/2026

Date

* * *

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

Scope of Services

I. DESIGN AND ENGINEERING

- a. The PROVIDER shall perform design and engineering services necessary to implement a Remote Monitoring and Control (RMC) system for Dane County Landfill Site 3, including the leachate, condensate, and underdrain systems, as described in the proposal dated April 10, 2026.
- b. Design services shall include, but not be limited to:
 - i. Development of control system architecture integrating all system components.
 - ii. Design of control panels for each monitored location.
 - iii. Development of control logic.
 - iv. Configuration of communications network, including radio and cellular transmission.
 - v. Programming and configuration of programmable logic controllers (PLCs), human-machine interfaces (HMIs), and cloud-based interface.
 - vi. Development of standard system displays, alarms, and reporting structure.

II. EQUIPMENT PROCUREMENT AND SUPPLY

- a. The PROVIDER shall furnish all equipment required for a complete and operational RMC system, including but not limited to:
 - i. Panels at Sump L1, Sump L2, Sump L3, and Sump L5 consisting of:
 - 1. 480VAC, three-phase incoming power
 - 2. NEMA 4 painted carbon steel enclosure with flanged disconnect
 - 3. Allen Bradley PLC with:
 - a. Onboard discrete inputs (14)
 - b. Onboard relay outputs (10)
 - c. 4-channel analog input modules (2)
 - 4. 7-inch touchscreen HMI
 - 5. 5GHz radio (mounted outside of panel)
 - 6. 5-port unmanaged ethernet switch
 - 7. 480VAC to 120 VAC control transformer
 - 8. 480VAC to 24VDC power supply
 - 9. Uninterruptible battery backup
 - 10. Voltage monitor
 - 11. IEC motor starter and overload relay with VFD adder
 - 12. Hand/Off/Auto selector switch
 - 13. Two-position selector switch for interlock Auto/Bypass
 - 14. Miscellaneous panel materials, including intrinsically safe barriers, circuit breakers, surge protection, panel heater, terminal blocks, and wiring
 - ii. Panel at Sump L4 consisting of:
 - 1. 480VAC, three-phase incoming power
 - 2. NEMA 4 painted carbon steel enclosure with flanged disconnect

3. Allen Bradley PLC with:
 - a. Onboard discrete inputs (14)
 - b. Onboard relay outputs (10)
 - c. 4-channel analog input modules (2)
4. 7-inch touchscreen human-machine interface (HMI)
5. GHz master radio (mounted outside of the panel)
6. Cellular modem and antenna
7. Industrial edge device with edge software
8. 5-Port unmanaged Ethernet switch
9. 480VAC to 120VAC control transformer
10. 480VAC to 24VDC power supply
11. Uninterruptible battery backup
12. Voltage monitor
13. IEC motor starter and overload relay with VFD adder
14. Hand/Off/Auto selector switch
15. Two-position selector switch for interlock Auto/Bypass
16. Miscellaneous panel materials, including intrinsically safe barriers, circuit breakers, surge protection, panel heater, terminal blocks, and wiring
- iii. Instrumentation at each Sump as follows:
 1. Level transmitters (3) to include:
 - a. 0 – 10 PSI
 - b. 4 – 20Ma output
 - c. 100 feet of cable
 - d. Intrinsically safe rating
 2. Optical level switches to include:
 - a. 50 feet of cable
 - b. Quantities
 - i. Sump L1: 2
 - ii. Sump L2: 4
 - iii. Sump L3: 3
 - iv. Sump L4: 2
 - v. Sump L5: 5
 3. Badger M2000 Electromagnetic flow meter to include:
 - a. 2-inch line size
 - b. Carbon steel housing
 - c. Modbus TCP/IP communications
 - d. Meter-mounted transmitter
 - e. Polytetrafluoroethylene (PTFE) liner
 - f. Stainless steel electrodes and grounding rings
- iv. Control panels at Condensate Lift Station CFL01 and CFL02 consisting of:
 1. 480VAC, three-phase incoming power
 2. NEMA 4 painted carbon steel enclosure with flanged disconnect
 3. Allen Bradley PLC with:
 - a. Onboard discrete inputs (14)
 - b. Onboard relay outputs (10)
 - c. 4-channel analog input module
 - d. 7-inch touchscreen human-machine interface (HMI)
 4. 5GHz radio (mounted outside of the panel)

5. 5-Port unmanaged Ethernet switch
 6. 480VAC to 120VAC control transformer
 7. 480VAC to 24VDC power supply
 8. Uninterruptible battery backup
 9. Voltage monitor
 10. IEC motor starter and overload relay
 11. Hand/Off/Auto selector switch
 12. Two-position selector switch for interlock Auto/Bypass
 13. Miscellaneous panel materials, including intrinsically safe barriers, circuit breakers, surge protection, panel heater, terminal blocks, and wiring
- v. Instrumentation at each Condensate Lift Station as follows:
1. Level transmitters to include
 - a. 0 – 10 PSI
 - b. 4 – 20mA output
 - c. 50 feet of cable
 - d. Intrinsically safe rating
 2. Level switch to include:
 - a. 50 feet of cable
 3. Badger M2000 Electromagnetic flow meter to include:
 - a. 2-inch line size
 - b. Carbon steel housing
 - c. Modbus TCP/IP communications
 - d. Meter-mounted transmitter
 - e. Polytetrafluoroethylene (PTFE) liner
 - f. Stainless steel electrodes and grounding rings
- vi. Panel at the Underdrain Lift Station as follows:
1. 480VAC, three-phase incoming power
 2. NEMA 4 painted carbon steel enclosure with flanged disconnect
 3. Allen Bradley PLC with:
 - a. Onboard discrete inputs (14)
 - b. Onboard relay outputs (10)
 - c. 4-channel analog input module
 - d. 7-inch touchscreen human-machine interface (HMI)
 4. 5GHz radio (mounted outside of the panel)
 5. 5-Port unmanaged Ethernet switch
 6. 480VAC to 120VAC control transformer
 7. 480VAC to 24VDC power supply
 8. Uninterruptible battery backup
 9. Voltage monitor
 10. IEC motor starter and overload relay
 11. Hand/Off/Auto selector switch
 12. Two-position selector switch for interlock Auto/Bypass
 13. Miscellaneous panel materials, including intrinsically safe barriers, circuit breakers, surge protection, panel heater, terminal blocks, and wiring
- vii. Instrumentation at the Underdrain Lift Station as follows:
1. Level transmitter to include:
 - a. 0 – 10 PSI
 - b. 4 – 20mA output

- c. 50 feet of cable
 - d. Intrinsically safe rating
 - 2. Optical level switches to include:
 - a. 50 feet of cable
 - 3. Badger M2000 Electromagnetic flow meter to include:
 - a. 2-inch line size
 - b. Carbon steel housing
 - c. Modbus TCP/IP communications
 - d. Meter-mounted transmitter
 - e. Polytetrafluoroethylene (PTFE) liner
 - f. Stainless steel electrodes and grounding rings
 - 4. Modbus TCP/IP communications for weir-style flow meter (that is furnished and installed by others)
- viii. Panel at Leachate Metering Vault consisting of:
 - 1. 120VAC, single-phase incoming power
 - 2. NEMA 4 painted carbon steel enclosure
 - 3. Allen Bradley PLC with:
 - a. Onboard discrete inputs (14)
 - b. Onboard relay outputs (10)
 - c. 2-channel analog input module
 - 4. 5GHz radio (mounted outside of the panel)
 - 5. 5-Port unmanaged Ethernet switch
 - 6. 120VAC to 24VDC power supply
 - 7. Uninterruptible battery backup
 - 8. Miscellaneous panel materials, including intrinsically safe barrier, circuit breakers, surge protection, panel heater, terminal blocks, and wiring
- ix. Instrumentation for Leachate Metering Vault as follows:
 - 1. Optical level switch to include:
 - a. 50 feet of cable
- x. Breakout box at Sumps (L1-L5), Condensate Lift Stations (CFL01 and CFL02), Underdrain Lift Station, and Leachate Metering Vault for level instrumentation

III. INSTALLATION AND INTEGRATION

- a. PROVIDER Responsibilities
 - i. The PROVIDER shall:
 - 1. Provide equipment ready for installation and integration.
 - 2. Perform system programming and configuration.
 - 3. Provide up to eight (8) hours of remote support for installation coordination.
 - 4. Terminate signal wiring within control panels.
 - 5. Perform system startup, testing, and commissioning.
 - 6. Verify proper operation of all instrumentation and control systems.
- b. COUNTY Responsibilities
 - i. The COUNTY shall:
 - 1. Install all panels, equipment, conduit, and wiring.
 - 2. Provide electrical power to all equipment locations.
 - 3. Install all field wiring between panels and instrumentation.
 - 4. Provide site access and readiness for installation activities.

IV. SYSTEM FUNCTIONALITY

- a. The components of the completed system shall provide the following capabilities:

- i. At Sump 1

- 1. Monitoring of:

- a. Pump status, amps, and calculated run time
 - b. Influent flow (instantaneous and total)
 - c. Level readings (Riser, Leachate Headwell A, Leachate Headwell B)
 - d. Optical level switches (Building Sump, Leach Aide system)
 - e. pH reading
 - f. Heat trace fault
 - g. Emergency stop status

- 2. Controls of:

- a. Pump level set point control

- 3. Variable Frequency Drives (VFDs)

- ii. At Sump 2

- 1. Monitoring of:

- a. Pump status, amps, and calculated run time
 - b. Influent flow (instantaneous and total)
 - c. Level readings (Riser, Leachate Headwell A, Leachate Headwell B)
 - d. Optical level switches (MFLFMLDM-1, CFMLDM-3, Building Sump, Leach Aide system)
 - e. pH reading
 - f. Heat trace fault
 - g. Emergency stop status

- 2. Control of:

- a. Pump level set point control

- 3. Variable Frequency Drives (VFDs)

- iii. At Sump 3

- 1. Monitoring of:

- a. Pump status, amps, and calculated run time
 - b. Influent flow (instantaneous and total)
 - c. Level readings (Riser, Leachate Headwell A, Leachate Headwell B)
 - d. Optical level switches (mflfmlm-2, Building Sump, Leach Aide system)
 - e. pH reading
 - f. Heat trace fault
 - g. Emergency stop status

- 2. Control of:

- a. Pump level set point control

- 3. Variable Frequency Drives (VFDs)

- iv. At Sump 4

- 1. Monitoring of:

- a. Pump status, amps, and calculated run time
 - b. Influent flow (instantaneous and total)

- c. Level readings (Riser, Leachate Headwell A, Leachate Headwell B)
 - d. Optical level switches (Building Sump, Leach Aide system)
 - e. pH reading
 - f. Heat trace fault
 - g. Emergency stop status
 - 2. Control
 - a. Pump level set point control
 - 3. Variable Frequency Drives (VFDs)
- v. At Sump 5
 - 1. Monitoring of:
 - a. Pump status, amps, and calculated run time
 - b. Influent flow (instantaneous and total)
 - c. Level readings (Riser, Leachate Headwell A, Leachate Headwell B)
 - d. Optical level switches (MFLFMLDM-3, MFLFMLDM-4, LFMLDM-1, Building Sump, Leach Aide system)
 - e. pH reading
 - f. Heat trace fault
 - g. Emergency stop status
 - 2. Control of:
 - a. Pump level set point control
 - 3. Variable Frequency Drives (VFDs)
- vi. At Condensate Lift Station CFL01
 - 1. Monitoring of:
 - a. Pump status, amps, and calculated run time
 - b. Influent flow (instantaneous and total)
 - c. Level reading
 - d. Optical level switches (Sump, Building Sump, CFMLDM-1)
 - e. Emergency stop status
 - 2. Control of:
 - a. Pump level set point control
- vii. At Condensate Lift Station CFL02
 - 1. Monitoring of:
 - a. Pump status, amps, and calculated run time
 - b. Influent flow (instantaneous and total)
 - c. Level reading
 - d. Optical level switches (Sump, Building Sump, CFMLDM-2)
 - e. Emergency stop status
 - 2. Control
 - a. Pump level set point control
- viii. At Underdrain Lift Station
 - 1. Monitoring of:
 - a. Pump status, amps, and calculated run time
 - b. Influent flow (instantaneous and total)
 - c. Level reading
 - d. Optical level switches (Sump, Building Sump)
 - e. pH reading

- f. Emergency stop status
 - 2. Control
 - a. Pump level set point control
- ix. At Leachate Metering Vault
 - 1. Monitoring of:
 - a. Influent flow (instantaneous and total)
 - b. Optical level switches (Secondary Containment)
 - c. pH reading
 - x. Interlocking
 - 1. Interlocking between Sumps L1-L5, CFL01, and CFL02
 - xi. Data Acquisition
 - 1. Automatic data collection at regular intervals
 - xii. Alarms
 - 1. Configurable alarm conditions
 - 2. Notification via text and/or email (up to approximately 100 alarms)
 - xiii. Reporting and Data Management
 - 1. Cloud-based data storage
 - 2. Standard system reports (including liquids and alarm summaries, up to twelve (12) hours)
 - 3. Data export and graphing capabilities
 - xiv. User interface accessible via web browser and mobile devices

V. STARTUP, TESTING, AND TRAINING

- a. The PROVIDER shall:
 - i. Perform system startup and commissioning.
 - ii. Test all system components using field-verified inputs.
 - iii. Confirm communication between all system elements.
 - iv. Provide training to COUNTY staff on:
 - 1. System operation
 - 2. Alarm management
 - 3. Data access and reporting
 - v. Furnish as-built electrical and control system drawings, including all programming documentation, accurately reflecting field conditions following construction.
 - vi. Provide technical support during startup and commissioning.

VI. ADDITIONAL SERVICES

- a. Ongoing software service fees shall be provided under a separate agreement, if applicable.

VII. ASSUMPTIONS AND CONDITIONS

- a. This proposal is based on limited information without a site survey from SCS RMC. We will work with you to identify a remedy if our costs change due to an increased understanding of the physical condition or configuration of the equipment we're interfacing with.
- b. SCS has the right to rely on information provided by the client and its contractors and is not responsible for issues that arise from its reliance upon this information.
- c. Acceptance of SCS RMC TSA Work Order # 2493.0.

- d. The location where the RMC cellular device is located has sufficient Verizon 4G cellular internet coverage. If it does not, we will need to modify our proposal.
- e. The existing equipment that we are interfacing with is in good working order.
- f. Sufficient 120 VAC or 480 VAC power is available from an existing power source at the above locations where required.
- g. The locations where the radios will be located have sufficient line of sight to communicate. If it does not, we will need to modify our proposal.
- h. No permits (environmental, labor, structural, electrical, etc.) are required.
- i. RMC report development time is limited to (12) hours in total. Additional report development time will be billed on a time and materials basis.
- j. Prevailing wage requirements do not apply to this work.
- k. The proposal is valid for a period of 30 days from the date of this submittal.
- l. Bid, performance, or payment bonds are not required.
- m. Liquidated/delay damages are not required.
- n. The prices detailed are not stand-alone; if items are to be installed separately, SCS reserves the right to modify its prices.
- o. This proposal does not include provisions for additional reporting and/or analysis that may be required by a regulatory body. Additional reporting, if requested, will be performed on a time and materials basis.
- p. The Work Scope, labor schedule, and compensation for this proposal were developed assuming that field personnel would perform routine services Monday through Friday during regular working hours (7:30 AM to 4 PM), not including US Holidays. On-site work may include some over time work.
- q. Safe and unrestricted site access for personnel, equipment, and materials to enable completion of the work.
- r. We have budgeted (6) days on-site for RMC equipment installation, system startup, testing, and training. Additional compensation may be required if the required time exceeds this.
- s. If additional site visits are required due to the site not being ready, problems with equipment not supplied by SCS, or any other issues outside of the control of SCS, additional compensation may be required.
- t. Work will be performed in OSHA Level D protection and in accordance with the SWANA Landfill Gas Division's, "A Compilation of Landfill Gas Field Practices and Procedures", dated October, 2021. Additional health and safety requirements can be provided with an adjustment in our price.
- u. At no time shall the title to any hazardous substances, solid wastes, petroleum-contaminated or other regulated substances pass to SCS Engineers, nor shall any provision of an ensuing Agreement between SCS Engineers and the Client be interpreted to permit SCS Engineers to assume the status of "generator", "transporter", or "treatment, storage or disposal facility" under state or federal law.
- v. SCS is not responsible for the site's compliance with any rules or regulations.
- w. Due to ongoing supply chain issues, SCS may experience unforeseen delays or other impacts to its work beyond SCS' control. Potential impacts include but are not limited to, material/equipment shortages and significant delays in lead times due to supply chain limitations. SCS will keep you

informed of any delays and their effect on overall job completion and reserves the right to seek an extension of time and/or increase in contract price should related delays be encountered.

- x. SCS will comply with laws and regulations applicable to the Work in effect as of the date the contract was transmitted to the client. Changes in laws or regulation, including customs fees, duties, and tariffs, embargoes or other matters which cause a delay or an increase in cost will entitle SCS to an equitable adjustment in the contract time and price.

SCHEDULE B

Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall issue monthly incremental invoices reflecting the project's percent completion. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 45 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

In the event of a written contract amendment that modifies the scope of work or contract amount, including any additions or deletions of components, PROVIDER shall adjust subsequent invoices to reflect the revised scope and not-to-exceed contract value. Invoicing shall be proportionate to the amended scope, and any previously invoiced amounts shall be reconciled as necessary to ensure alignment with the updated contract terms.

Cost Summary:

PROVIDER shall perform the scope of work outlined Schedule A for the fixed lump-sum total amount specified in the fee table below.

#	Item Description	Cost
1	Sump L1	\$ 58,650.00
2	Sump L2	\$ 62,090.00
3	Sump L3	\$ 60,370.00
4	Sump L4	\$ 58,650.00
5	Sump L5	\$ 63,800.00
6	Condensate Lift Statio CFL01	\$ 50,970.00
7	Condensate Lift Statio CFL02	\$ 50,970.00
8	Underdrain Lift Station	\$ 63,980.00
9	Leachate Metering Vault	\$ 34,880.00
Total		\$ 504,360.00