

**RFP NO. 317043**



DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY AND TRANSPORTATION

**PUBLIC WORKS SOLID WASTE DIVISION**  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713

**REQUEST FOR PROPOSALS NO. 317043**  
**ENVIRONMENTAL MONITORING AT THREE DANE COUNTY**  
**LANDFILL SITES**

Due Date / Time: **Tuesday, November 14, 2017 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

ROBERT REGAN, PROJECT MANAGER  
TELEPHONE NO.: 608/516-3159  
FAX NO.: 608/267-1533  
E-MAIL: [REGAN@COUNTYOFDANE.COM](mailto:REGAN@COUNTYOFDANE.COM)



County Executive  
Joseph T. Parisi

# DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

1919 Alliant Energy Center Way ♦ Madison, Wisconsin 53713  
Phone: (608) 266-4018 ♦ Fax: (608) 267-1533

Commissioner / Director  
Gerald J. Mandli

October 24, 2017

## INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 317043 to provide professional monitoring services for Environmental Monitoring for three (3) Dane County Landfills. The Proposals are due on or before **2:00 PM, Tuesday, November 14, 2017**. No proposal bond or performance bond is required for this project.

## SPECIAL INSTRUCTIONS

Please be sure to complete one unbound original and five bound copies of the entire proposal package. To return your proposal, please follow these instructions:

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
3. Place the signed Addenda after the Fair Labor Practices Certification as page 3, if applicable.
4. Place the Proposal information after Fair Labor Practices Certification or Addenda.
5. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:  
"Proposal No. 317043  
Environmental Monitoring for Dane County Landfills  
2:00 PM, Tuesday, November 14, 2017"
6. Mail to:  
Robert Regan, Project Manager  
Dane County Department of Public Works, Highway & Transportation  
1919 Alliant Energy Center Way  
Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call Robert Regan at 608/516-3159 or send email to [Regan@countyofdane.com](mailto:Regan@countyofdane.com).

Sincerely,

*Robert Regan*

Project Manager

Encl.: Request for Proposals No. 317043 Package

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- Signature Page and Additional Dane County Requirements
- Requested Services and Business Information
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### **FIGURES**

- Figure 1 – General locations of monitoring sites

## **LEGAL NOTICE**

### **REQUEST FOR PROPOSALS**

Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

**2:00 P.M., TUESDAY, NOVEMBER 14, 2017**

#### **REQUEST FOR PROPOSALS NO. 317043**

#### **ENVIRONMENTAL MONITORING AT THREE DANE COUNTY LANDFILL SITES**

#### **DANE COUNTY LANDFILL SITE #2**

**7102 U.S. HIGHWAY 12 & 18**

**MADISON, WISCONSIN**

Dane County is inviting Proposals for environmental monitoring services. The work will include all necessary equipment and materials needed to measure groundwater, surface water and leachate elevations; collect samples; analyze samples; measure methane, oxygen, carbon dioxide concentrations; submit reports; etc. for three Dane County landfill sites. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Proposals document & submit Proposals.

Request for Proposals package may be obtained after **2:00 p.m. on October 24, 2017** by downloading it from [countyofdane.com/pwbids](http://countyofdane.com/pwbids). Please call Robert Regan, Project Manager, at 608/516-3159, or our office at 608/266-4018, for any questions or additional information.

All Bidders must be a registered vendor with Dane County & pay an annual registration fee. Complete Vendor Registration Form at [danepurchasing.com/registration](http://danepurchasing.com/registration) or obtain one by calling 608/266-4131.

**PUBLISH:   OCTOBER 24 & 31, 2017 - WISCONSIN STATE JOURNAL**  
**OCTOBER 24 & 31, 2017 - THE DAILY REPORTER**



**SIGNATURE PAGE**

**County of Dane**  
 DEPARTMENT OF ADMINISTRATION  
**PURCHASING DIVISION**  
 Room 425, City-County Building  
 210 Martin Luther King, Jr. Blvd.  
 Madison, Wisconsin 53703  
 (608) 266-4131

<b>COMMODITY / SERVICE: Environmental Monitoring at Three Dane County Landfill Sites</b>			
REQUEST FOR PROPOSAL NO.: 317043	PROPOSAL DUE DATE: 11/14/17	BID BOND: N/A	PERFORMANCE BOND: N/A
<b>PROPOSAL INVALID WITHOUT SIGNATURE</b>			
THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH.			
SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)		DATE:	
SUBMITTED BY: (Typed Name)		TELEPHONE: (Include Area Code)	
COMPANY NAME:			
ADDRESS: (Street, City, State, Zip Code)			
RECEIPT OF THE FOLLOWING ADDENDA AND INCLUSION OF THEIR PROVISIONS IN THIS PROPOSAL IS HEREBY ACKNOWLEDGED:			
ADDENDUM NO(S). _____ THROUGH _____ DATED _____			

**CONTRACT COMPLIANCE PROGRAM WORKSHEET**

- A. Dane County has an established Contract Compliance Program that encourages targeted groups identified below to do business with Dane County, and requires Dane County to actively solicit bids from these businesses.
- B. Information from your response to this worksheet will be entered in the Purchasing Division's Advanced Procurement Systems database to provide data that will be valuable to Dane County's Contract Compliance Program as well as establishing computerized bidder lists for future solicitations. All vendors will be added to the database whether or not they qualify as a targeted business.
- C. **Contract Compliance Program:** Following are abbreviated definitions of ethnic and group codes used by Contract Compliance Program. See reverse side for full definitions:
  - 1. DBE Disadvantaged Business Enterprise
  - 2. MBE Minority Business Enterprise
  - 3. WBE Women Business Enterprise
  - 4. ESB Emerging Small Business
- D. Please select category / categories that best describe your business by marking letter for each column in box provided at bottom of column:

<b>D</b>	DBE	<b>B</b>	African American	<b>L</b>	Male	<b>E</b>	ESB
<b>M</b>	MBE	<b>H</b>	Hispanic American	<b>F</b>	Female		
<b>W</b>	WBE	<b>N</b>	Native American / American Indian				
		<b>A</b>	Asian Pacific American				
		<b>I</b>	Asian-Indian American				
↓		↓		↓		↓	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

- E. I hereby certify that all of the above information given is true. If no category / categories are marked, I do not meet the requirements for any of the targeted groups.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(over)

## DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

- A. **Disadvantaged Business Enterprise (DBE):** A small business concern:
1. Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
  2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
  3. Socially and Economically Disadvantaged Individuals:
    - a) Any person having a current Section 8 (a) Certification from the Small Business Administration is considered socially and economically disadvantaged.
    - b) Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
      - 1) Women;
      - 2) Black Americans, which includes persons having origins in any of the black racial groups of Africa;
      - 3) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
      - 4) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
      - 5) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
      - 6) Asian-Indian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.
- B. **Minority Business Enterprise (MBE):** A minority person(s) owned and controlled independent and valid business concern. A minority person(s) must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- C. **Women Owned Enterprise (WBE):** A woman or women owned and controlled independent and valid business concern. A woman or women must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- D. **Emerging Small Business (ESB):**
1. An independent business concern that has been in business for at least one (1) year.
  2. Business is located in the State of Wisconsin.
  3. Business is comprised of less than twenty-five (25) employees.
  4. Business must not have gross sales in excess of three million over the past three (3) years.
  5. Business does not have a history of failing to complete projects.

**THIS PAGE IS FOR PROPOSERS' REFERENCE AND NEED NOT BE SUBMITTED WITH PROPOSAL.**

**PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:**

**DANE COUNTY VENDOR REGISTRATION PROGRAM**

Any person proposing on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Complete a Vendor Registration Form at:

[www.danepurchasing.com](http://www.danepurchasing.com)

or obtain one by calling 608/266-4131.

**EQUAL BENEFITS REQUIREMENT**

By submitting a Proposal, the contractor / consultant acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor / Consultant shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. For more information:

[www.danepurchasing.com/DomesticPartnerEqualBenefitRequirement](http://www.danepurchasing.com/DomesticPartnerEqualBenefitRequirement)

## REQUESTED SERVICES AND BUSSINESS INFORMATION

### ENVIRONMENTAL MONITORING AT DANE COUNTY LANDFILLS

SITE NO. 1 – VERONA (License No. 2680)

SITE NO. 2 – RODEFELD (License No. 3018)

TRUAX LANDFILL (License No. 3306)

#### I. GENERAL REQUIREMENTS

##### A. SCOPE OF WORK

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

##### B. ENGINEER

The Engineer shall be the Dane County Public Works Department.

##### C. INTERPRETATION OF SPECIFICATIONS

Questions concerning this RFP shall be brought to the attention of the Engineer. If it should be found necessary, a written addendum shall be sent to each Contractor. Dane County shall not be held responsible for oral instructions.

##### D. ADDENDA

All addenda issued by the Engineer shall become part of the RFP and will be made part of the contract. Contractors shall acknowledge receipt of all addenda. The Engineer shall issue addenda no later than three (3) days prior to the submittal date for the RFP.

##### E. DAMAGES

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



F. AWARD OF CONTRACT

1. The Proposal deemed to be most advantageous to Dane County will be accepted. The contract will be awarded based on qualifications and price.
2. Dane County reserves the right to award separate contracts for monitoring to be conducted at each of the landfills.
3. Dane County will hold interviews for potential firms if deemed necessary to make a decision once the proposals are received. These interviews will be held in December 2017.

G. MEASUREMENT AND PAYMENT

1. Measurement for payment shall be made at the discretion of the Engineer following each monitoring period.
2. Payments shall be made in accordance with the agreed upon unit prices.
3. Payments, in accordance with the unit prices, shall include full compensation for all equipment, tools, labor and incidentals necessary to complete the environmental monitoring.

H. ESTIMATED QUANTITIES

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

I. LABORATORY CERTIFICATION

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

J. INFORMATION TO BE PROVIDED WITH THE RFP

The Contractor shall furnish all required information as indicated in this RFP.

K. CONTRACT PERIOD

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

L. PROPOSAL SUBMISSION

1. Proposals shall be submitted to Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713.
2. Proposers shall submit four copies of the proposal.

**II. ENVIRONMENTAL MONITORING**

**A. LANDFILL SITE NO. 1 (VERONA)**

**1. GROUNDWATER MONITORING SCHEDULE 1**

a. Monitoring Wells (DNR ID)

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

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

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

**2. GROUNDWATER MONITORING SCHEDULE 2**

a. Monitoring Wells (DNR ID)

MW41 (202)	MW43 (204)	MW43P (213)	MW45 (216)	MW45P (217)
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b. Surface Water Monitoring Locations (DNR ID)

Millcreek – Downstream (169)  
Mill Pond (160)

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

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

**3. GROUNDWATER MONITORING SCHEDULE 3**

a. Private Wells (DNR ID)

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

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

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

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

4. LEACHATE MONITORING

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

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

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

00340 COD, unfiltered	00410 alkalinity, total
00610 nitrogen, ammonia, total	00625 nitrogen, Kjeldahl, total
00900 hardness, total	00929 sodium, total
00940 chloride, total	00945 sulfate, total
01027 cadmium, total	01034 chromium, total
01051 lead, total	01055 manganese, total
01067 nickel, total	01092 zinc, total
01147 selenium, total	71900 mercury, total
74010 iron, total	VOCs (EPA Solid Waste Method 8260B)

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

SVOCs (EPA Solid Waste Method 8270D)

c. Leachate samples shall not be field filtered.

5. LEACHATE HEAD WELL MONITORING

a. Leachate elevation shall be measured in the following leachate head wells (DNR ID) semiannually (May and November):

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

6. GAS MONITORING

a. Gas Probes (DNR ID)

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

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

b. Gas Probes (DNR ID)

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

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

c. Gas Extraction System (DNR ID)

GW1 (355)	GW2 (356)	GW3 (357)	GW4 (358)	GW5 (359)
GW6 (360)	GW7 (361)	GW8 (362)	GW9 (363)	GW11 (365)
GW12 (366)	GW13 (367)	GW14 (368)	GW15 (369)	GW16 (370)
GW17 (371)	GW18 (372)	GW19 (373)	GW20 (374)	GW21 (375)
GW22 (376)	GW23 (381)	GW24 (383)	GW25 (385)	GW26 (387)
GW27 (389)	GW28 (400)	GW29 (401)	GW30 (402)	GW31 (403)
GW32 (404)	blower (377)	flare (405)		

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

d. Gas Monitoring in Buildings (DNR ID)

Robinson basement (317)

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

e. The site conditions (DNR ID 399) (barometric pressure (00025), barometric trend (46381), air temperature (00011), and wind speed and wind direction shall be reported for each sampling date. These readings do not have to be taken on site and may be obtained from the nearest weather station.

B. LANDFILL SITE NO. 2 (RODEFELD)

1. GROUNDWATER MONITORING

a. Monitoring Wells (DNR ID)

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

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

00940 chloride	04189 groundwater elevation
00400 field pH	00094 field conductivity @ 25C
39036 total alkalinity, filtered	22413 total hardness, filtered
00001 odor	00002 color
00003 turbidity	00010 field temperature

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

b. Groundwater Elevation Monitoring Wells

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

c. Private Wells (DNR ID)

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

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

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

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

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

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

d. Gradient Control Monitoring Point

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

2. COLLECTION LYSIMETER MONITORING

a. Collection lysimeters (DNR ID)

lysimeter 1 (300)  
lysimeter 4 (303)

lysimeter 2 (301)  
lysimeter 6 (304)

lysimeter 3 (302)

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

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

3. LEACHATE MONITORING

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

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

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

c. In addition, leachate shall be monitored annually (June) for the following parameters:

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

d. Leachate Headwells (DNR ID)

LHW-1 (517)  
LHW-4 (520)  
LHW-7N (523)  
LHW-8S (602)  
LHW-10S (806)

LHW-2 (518)  
LHW-6N (521)  
LHW-7S (524)  
LHW-9N (800)  
LHW-10N (804)

LHW-3R (599)  
LHW-6S (522)  
LHW-8N (600)  
LHW-9S (802)

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

#### 4. GAS MONITORING

##### a. Gas Monitoring Probes (DNR ID)

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

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

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

##### b. Gas Extraction Wells (DNR ID)

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

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

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

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

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

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

C. TRUAX LANDFILL

1. GROUNDWATER MONITORING

a. Monitoring Wells (DNR ID)

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

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

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

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

b. Monitoring Wells (DNR ID)

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

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

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

2. GAS CONDENSATE MONITORING

a. A gas condensate sample shall be taken at the lift station (DNR ID 770) annually (September) and analyzed for the following parameters:

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



### III. MONITORING PROCEDURES

#### A. GENERAL

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

#### B. QUALITY CONTROL/QUALITY ASSURANCE

1. The Contractor shall have quality control and quality assurance procedures in the field and in the laboratory to prevent contamination and ensure accurate results. The Contractor shall, at a minimum, meet all quality control and quality assurance requirements in NR 149.14 and NR 149.24.
2. The quality control program shall be documented and such documents shall be available, upon request, to the Engineer.
3. Intralaboratory quality control shall include routine analyses of reference standards, spikes and duplicates. Spikes and duplicates are to be analyzed on a minimum of 10 percent of the samples.
  - a. Quality control charts for precision and accuracy shall be kept for each parameter. Accuracy and precision charts shall be available upon request.
  - b. If the quality control limit is exceeded, the samples in that analysis batch must be reanalyzed and the quality control limit met. Quality control testing shall be at the Contractor's expense. Documentation shall be available to the Engineer, upon request, indicating that corrective action was taken to bring results back within limits.
4. Interlaboratory quality control using US EPA reference standards should be performed, at a minimum, on a quarterly basis.
5. Field quality control procedures shall include, at a minimum, the following:
  - a. Field duplicates shall be collected for every 10 samples collected.
  - b. A minimum of one field blank shall be collected at each Landfill site.
  - c. For trips involving organics sampling, a trip blank shall be collected for each cooler.
  - d. Analysis results for the above samples shall be made part of the monitoring report. The Engineer will not be charged for any blank results.
  - e. In cases where the field blank or trip blank show contamination at a significant level (i.e. above the PAL), resampling and analysis of affected wells, if deemed necessary by the Engineer, must be done at the Contractor's expense.

### C. WATER LEVEL MEASUREMENT

1. Water elevations (MSL) shall be determined prior to sample collection.
2. Engineer will provide a reference elevation (MSL) at each monitoring point to aid in determining the water elevation. (Refer to attached sheet for well information.)

### D. WATER SAMPLE COLLECTION AND PRESERVATION

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

### E. WATER QUALITY ANALYSIS

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

### F. GAS MONITORING

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

## IV. MONITORING REPORT

### A. GENERAL

1. A monitoring report for each landfill site shall be prepared and submitted to the Engineer following each quarterly monitoring period, within 45 days of the date the monitoring was conducted.
2. The reports for Dane County Sites No. 1 and 2 shall contain the following information:
  - a. Name and qualifications of the persons conducting the monitoring.
  - b. Time and date of monitoring.

- c. A description of the methods, procedures, and equipment used, including: (Note: a description of Standard Operating Procedures and standard equipment for both the field and laboratory needs to be submitted only once. The quarterly reports only need to discuss variations.)
    - aa. Calculations of the amount of standing water in each well and the number of gallons that were removed before sampling;
    - bb. Procedures used to flush wells prior to collecting samples and the approximate time lapsed between flushing and sampling;
    - cc. Procedures for cleaning samplers (e.g. bailers) between wells and the order of well sampling;
    - dd. Equipment used to measure conductivity and pH in the field;
    - ee. Volume of samples collected; procedures used to filter the sample (if applicable) prior to analysis; and procedures for chemical preservation of samples;
    - ff. Methods for transporting samples to the lab; the time spent transporting the samples to the lab; and the time passed before the samples are analyzed in the lab.
    - gg. Groundwater and gas sampling field data sheets.
  - d. Analytical procedures used in the lab for each required parameter, including make and model of any automated analytical equipment used. If procedures are exactly as described in published sources, reference may be listed to fulfill this requirement.
  - e. Water level elevations in MSL (include the measured distance from the top of the well casing to the water level and the measured distance from the top of the well casing to the bottom of the well).
  - f. Analytical results for each sample.
  - g. Historical summaries for all inorganic parameters at each sampling location that shows the last 8 rounds of data.
  - h. Historical summaries of detected VOCs at each sampling location that shows the last 8 rounds of data.
  - i. All required DNR submittal materials including the Groundwater Monitoring Data Certification sheets, data diskettes, and an exceedance summary table addressing the cause and significance of noted exceedances.
  - j. All trip blank or method blank detects (VOCs only).
  - k. Gas monitoring results.
  - l. Any problems encountered during the monitoring, including a list of any monitoring points not monitored and the reason why.
  - m. Any quality control problems encountered and a summary of any corrective actions taken.
3. The report for the Truax Landfill shall consist of:
- a. Monitoring data in DNR electronic format.
  - b. Field notes.
  - c. Laboratory analytical report.

## DANE COUNTY SANITARY LANDFILL SITE NO. 1

## WELL INFORMATION

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

DANE COUNTY SANITARY LANDFILL SITE NO. 2

WELL INFORMATION

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

\* Subtitle D wells.

TRUAX LANDFILL SITE

WELL INFORMATION

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

The following information must be submitted along with the proposal:

1. Description of qualifications, experience, organization and resources.
2. A brief list of similar work previously completed with the name, address and telephone number of the client for whom the work was done.
3. A detailed description of the monitoring procedures and sampling protocol (including equipment) to be used while performing the environmental monitoring as required by this RFP.
4. The analytical procedures to be used while conducting water quality analyses.
5. Test methods to be used for VOC analyses and the applicable detection limits.
6. Blind performance results on Wisconsin State Lab of Hygiene and U.S. EPA performance evaluation samples for the past year.
7. A description of the quality control and quality assurance programs to be used while performing the environmental monitoring as required by this RFP.
8. Representative accuracy and precision control charts and/or tables from the past year for all parameters (groundwater matrix only).
9. A unit price and a total price for each item.

LANDFILL SITE NO. 1

ITEM	ESTIMATED QUANTITY PER YEAR	UNIT PRICE	TOTAL PRICE
1. Water Level Measurement	63	\$	\$
2. Water Sample Collection and Preservation	76	\$	\$
3. Water Quality Analysis			
a. color	74	\$	\$
b. odor	74	\$	\$
c. turbidity	74	\$	\$
d. field pH	76	\$	\$
e. field temperature	76		
f. COD	2	\$	\$
g. hardness	73	\$	\$
h. alkalinity	73	\$	\$
i. field conductivity	76	\$	\$
j. chloride	2	\$	\$
k. cadmium	2	\$	\$
l. chromium, total	2	\$	\$
m. lead	2	\$	\$
n. mercury	2	\$	\$
o. selenium	2	\$	\$
p. total ammonia nitrogen	2	\$	\$
q. total Kjeldahl nitrogen	2	\$	\$
r. sulfate	2	\$	\$
s. zinc	2	\$	\$
t. sodium	2	\$	\$
u. manganese	2	\$	\$
v. phosphorus	4	\$	\$
w. BOD <sub>5</sub>	4	\$	\$
x. total suspended solids	4	\$	\$
y. nickel	2	\$	\$
z. total iron	2	\$	\$
aa. VOC's (8260)	74	\$	\$
bb. VOC's (8270)	1	\$	\$
4. Gas Monitoring Probes	336	\$	\$
5. Gas Monitoring Wells	396	\$	\$
6. Leachate Head Elevation	46	\$	\$
7. Basement Monitoring	2	\$	\$
8. Monitoring Report	4	\$	\$

LANDFILL SITE NO. 1 TOTAL (Sum of TOTAL PRICE Amounts):	\$
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LANDFILL SITE NO. 2

ITEM	ESTIMATED QUANTITY PER YEAR	UNIT PRICE	TOTAL PRICE
1. Water Level Measurement	78	\$	\$
2. Water Sample Collection and Preservation	111	\$	\$
3. Water Quality Analysis			
a. color	115	\$	\$
b. odor	115	\$	\$
c. turbidity	115	\$	\$
d. field pH	115	\$	\$
e. COD	9	\$	\$
f. hardness	115	\$	\$
g. alkalinity	115	\$	\$
h. field conductivity	115	\$	\$
i. field temperature	110	\$	\$
j. chloride	112	\$	\$
k. arsenic	11	\$	\$
l. barium	11	\$	\$
m. cadmium	11	\$	\$
n. chromium	11	\$	\$
o. fluoride	11	\$	\$
p. lead	11	\$	\$
q. mercury	11	\$	\$
r. selenium	11	\$	\$
s. silver	11	\$	\$
t. copper	11	\$	\$
u. NO <sub>2</sub> + NO <sub>3</sub> (as N)	16	\$	\$
v. total ammonia nitrogen	4	\$	\$
w. sulfate	16	\$	\$
x. zinc	11	\$	\$
y. sodium	16	\$	\$
z. manganese	16	\$	\$
aa. phosphorus	4	\$	\$
bb. BOD <sub>5</sub>	4	\$	\$
cc. total suspended solids	4	\$	\$
dd. nickel	1	\$	\$
ee. total iron	46	\$	\$
ff. beryllium, total	1	\$	\$
gg. thallium, total	1	\$	\$
hh. antimony, total	1	\$	\$
ii. cobalt, total	1	\$	\$
kk. vanadium, total	1	\$	\$
ll. VOC's (8260)	54	\$	\$
4. Gas Monitoring Probes	96	\$	\$
5. Gas Monitoring Wells	708	\$	\$
6. Gas Sample EPA TO-14	2	\$	\$
7. Leachate Head Elevation	48	\$	\$
8. Monitoring Report	4	\$	\$

LANDFILL SITE NO. 2 TOTAL (Sum of TOTAL PRICE Amounts):	\$
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TRUAX LANDFILL

ITEM	ESTIMATED QUANTITY PER YEAR	UNIT PRICE	TOTAL PRICE
1. Water Level Measurement	30	\$	\$
2. Water Sample Collection and Preservation	31	\$	\$
3. Water Quality Analysis			
a. color	31	\$	\$
b. odor	31	\$	\$
c. turbidity	31	\$	\$
d. field pH	31	\$	\$
e. COD	1	\$	\$
f. hardness	34	\$	\$
g. alkalinity	34	\$	\$
h. field conductivity	31	\$	\$
i. dissolved iron	33	\$	\$
j. chloride	1	\$	\$
k. arsenic	33	\$	\$
l. barium	33	\$	\$
m. cadmium	34	\$	\$
n. fluoride	1	\$	\$
o. lead	34	\$	\$
p. mercury	1	\$	\$
q. nitrogen, total dissolved	1	\$	\$
r. NO2 + NO3, filtered	33	\$	\$
s. total Kjeldahl nitrogen	1	\$	\$
t. sulfate	34	\$	\$
u. sodium	1	\$	\$
v. manganese	34	\$	\$
w. BOD <sub>5</sub>	1	\$	\$
x. total suspended solids	1	\$	\$
y. total iron	1	\$	\$
z. chromium, total	1	\$	\$
aa. VOC's (8270)	1	\$	\$
bb. VOC's (8260)	13	\$	\$
4. Monitoring Report	2	\$	\$

TRUAX LANDFILL TOTAL (Sum of TOTAL PRICE Amounts):	\$
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**FAIR LABOR PRACTICES CERTIFICATION**

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

- A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has submitted a bid, application or proposal for a contract or agreement with the county of Dane.
  
- B. That BIDDER, APPLICANT or PROPOSER has (check one):

\_\_\_\_\_ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

\_\_\_\_\_ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

\_\_\_\_\_  
Officer or Authorized Agent Signature Date

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Business Name

**NOTE:** You can find information regarding the violations described above at: [www.nlrb.gov](http://www.nlrb.gov) and [werc.wi.gov](http://werc.wi.gov).

For reference, Dane County Ordinance 25.11(28)(a) is as follows:  
(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

**If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.**

Include this completed Certification with your bid, application or proposal.

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: \_\_\_\_\_  
Agreement No. \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Department: DCPW – Solid Waste Division  
Maximum Cost: \_\_\_\_\_  
Registered Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

**WITNESSETH:**

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

**WHEREAS** PROVIDER, whose address is \_\_\_\_\_, 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. 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.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

V. 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 **Schedule C**, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said **Schedule C** 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.

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

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

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

Commercial/Business Automobile Liability.

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

Environmental Impairment (Pollution) Liability

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

policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

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

Umbrella or Excess Liability.

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

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. 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. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  - 1. When the Maximum Cost of the Agreement is less than \$5,000;
  - 2. When the provider is a school district, a municipality, or other unit of government;
  - 3. When the County is purchasing residential services at an established per bed rate;
  - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  - 5. When an individual receives compensation for providing services to a family member;
  - 6. When employees are student interns;
  - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
  - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment



Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(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."

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

**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:**

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\* \* \*

**FOR COUNTY:**

Date Signed: \_\_\_\_\_

JOSEPH PARISI, County Executive

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

rev. 12/15

**SCHEDULE "A"**

Scope of Services

(page left intentionally blank)

**SCHEDULE "B"**

Payment Terms

(page left intentionally blank)

## **SCHEDULE "C"**

### Reporting Requirements and Deadlines

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**EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION**

**PURPOSE**

25.016(8) of the Dane County Ordinance requires that each contractor receiving payment for contracted services must certify that he or she has complied fully with the requirements of Chapter 25.016 “Equal Benefits Requirement” of the Dane County Ordinances. Such certification must be submitted prior to the final payment on the contract.

This form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.

**CERTIFICATION**

I, \_\_\_\_\_ certify that  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Name of Contractor

has complied fully with the requirements of Chapter 25.016 of the Dane County Ordinances “Equal Benefits Requirements”.

Signed \_\_\_\_\_

Date \_\_\_\_\_

For questions on this form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.



Figure 1. General locations of monitoring sites