



~~October 4, 2019~~ September 17, 2020

Town of Cottage Grove
4058 CTH N
Cottage Grove, WI 53527

Attention: Mr. Kris Hampton, Township Chairman, and Board Members

Re: Agreement for 2020~~1~~ Services
Natvig Road Landfill

This is an Agreement between the Town of Cottage Grove, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide engineering services (Services) for monitoring of the Natvig Road Landfill in the Town of Cottage Grove, Wisconsin, hereinafter referred to as the PROJECT.

Scope of Services

ENGINEER will provide the following services to OWNER.

The Scope of Services shall be as follows for annual monitoring in accordance with the Conditional Plan of Operation Approval Modification dated November 1, 2001, and Plan Modifications dated September 11, 2006, and October 19, 2006:

1. Monitor landfill groundwater wells MW-1, MW-2, MW-3R, MW-4, MW-5S, MW-5D, MW-6S, and MW-6D semiannually for one year (two monitoring events total, in January and July 2020~~1~~). Wells will be purged, sampled, and monitored in accordance with NR 141 and Wisconsin Department of Natural Resources (WDNR) guidance documents. Groundwater elevations, field pH, field conductivity, and field temperature will be recorded. A groundwater sample from each well, a duplicate sample, and a field blank will be submitted for laboratory analysis for dissolved manganese, sulfate, arsenic, barium, chloride, total hardness, and total alkalinity.
2. Monitor landfill groundwater wells MW-2, MW-3R, MW-5S, MW-5D, MW-6S, and MW-6D annually for one year (one monitoring event in July 2020~~1~~) for volatile organic compounds (VOCs) using Environmental Protection Agency (EPA) Method 8260. A duplicate sample and field blank will also be submitted for analysis of VOCs.
3. Monitor private water supply wells PW-2 (3634 Graham Paige Road) and PW-10 (3644 Maxwell Lane) annually for one year (one monitoring event in July 2020~~1~~). Well P-10 will be accessed from the residence at 3637 Natvig Road, and Well PW-2 will be accessed from the residence at 3630 Graham Paige Road. Wells will be monitored for field pH, field conductivity, and field temperature. A groundwater sample from each water supply well will be submitted for laboratory analysis for total manganese, sulfate, total arsenic, total barium, chloride, and VOCs using EPA Method 8260.
4. Collect and submit groundwater samples as described above to a WDNR-certified laboratory for analysis. Pay related lab fees.

5. Monitor gas probes GP-1, GP-2, GP-3, GP-4, GP-5, GP-6, GP-7, **and** GP-8, ~~and GP-9~~ on a quarterly basis for one year (four monitoring events total, in January, April, July, and October 2020~~1~~). Gas probes will be field-monitored in accordance with NR 507 for percent methane and percent oxygen. Barometric pressure and air temperature (degrees Fahrenheit) will be recorded for each monitoring event.
6. Monitor gas probe GP-9 and GP-10 monthly from January to December 2021 (total of 12 months). Field-monitor in accordance with NR 507 for percent methane and percent oxygen. Record barometric pressure and air temperature (degrees Fahrenheit) for each monitoring event.
7. Assist OWNER with reporting elevated gas detections at GP-9 in accordance with NR 507.
8. Monitor the gas vent wells GV-1, GV-2, and GV-3 on a monthly basis for one year (12 events in 2020~~1~~). Gas vent wells will be field-monitored for percent methane, percent oxygen, temperature, and air flow velocity.
9. Assist analytical laboratory with submittal of gas and groundwater monitoring data electronically to WDNR environmental database system (GEMS). Data will be submitted semiannually for one year (February and August 2020~~1~~). Data will be submitted using the laboratory reporting system.
10. Attend one Town Board meeting or Town/Village Landfill Committee meeting over a one-year period in 2020~~1~~.
11. Provide documentation to separate Services for (1) areas northwest of the northwest boundary of the Natvig Road right-of-way plus GP-8 and GP-9; and (2) for all other areas set out in this Agreement. General administrative costs will be divided as directed by OWNER. Invoices will be copied to OWNER and the Village of Cottage Grove. It is expected that OWNER shall notify ENGINEER of any changes to the documentation requirements.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Analysis of Additional Samples or Analytes or Additional Site Work: This type of service, if required because of a change in the site conditions or WDNR guidelines or state regulations from those in effect as of the date of this Agreement, will be provided through an amendment to this Agreement.
2. Geoprobe Contractor or Other Contractor Costs: Costs for the services of geoprobe contractors or other contractors shall be paid for by OWNER.
3. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
4. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
5. Scheduling, Coordination, and Observation: Services of this type for the installation of additional new permanent gas probes, gas vent wells, or monitoring wells will be provided through an amendment to this Agreement.

Compensation

The limiting fee for the Services presented above is ~~\$19,200~~ \$24,500. The fee was established based on the estimated number of hours and associated expenses required to complete each task. OWNER will be billed on an hourly rate basis, plus expenses.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, laboratory fees, and long distance telephone calls will be billed at actual cost plus 10 percent. The limiting fee will not be exceeded unless there is a written amendment to this Agreement that has been signed by both parties.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

If there are delays or additional information is required for reasons beyond ENGINEER's control, ENGINEER will negotiate with OWNER an equitable adjustment of the limiting fee, taking into consideration the estimated cost compared to the actual cost of delivering Services.

Schedule

It is anticipated that the monitoring of groundwater and methane gas at the existing monitoring wells, private wells, gas probes, and gas vent wells will be conducted beginning in January 2021. Months of sampling will be as noted in each scope item.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

OWNER's Responsibilities

OWNER shall provide electronic GIS information to ENGINEER when it becomes available.

Changes

OWNER and ENGINEER may make modifications to the Scope of Services to be performed under this Agreement as provided herein. Such changes in Scope of Services, including any changes in compensation, shall be mutually agreed upon between OWNER and ENGINEER and shall be incorporated in written amendments to this Agreement.

Extension of Services

This Agreement may be extended for additional services upon OWNER's authorization. Such authorization must be in writing and approved by the Town Board. Extension of services shall be provided on an hourly rate basis plus expenses. Hourly Services shall be provided on the basis of time spent in performance of the additional services.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, maps, photographs, record lists and databases, data search firm reports, and surveys.

OWNER shall provide ENGINEER with information on the correct property boundaries prior to commencement of site Services, if such information is requested by ENGINEER. ENGINEER will not be held responsible in any way for the accuracy of the property boundary information or for damage occurring to property not belonging to OWNER as a result of incorrect property boundary location information provided by OWNER.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Other Contractors

Unless specifically stated in this Agreement, any other contractors or service firms performing work or providing services on the PROJECT are not joint-venturers with or subcontractors of ENGINEER. Should ENGINEER arrange for services to be performed by others, including but not limited to drilling or geotechnical services, laboratory services, emergency response services, or site remediation services, it shall be at OWNER's direction for OWNER's sole benefit to facilitate the work or schedule, and such arrangement shall cause no contractual responsibility or liability on the part of ENGINEER for the work performed by the service firm or firms, with the exception that ENGINEER will be responsible for payment to said firm or firms to the extent provided in this Agreement.

In arranging for work to be performed by other service firms or contractors, or in furnishing any technical observation of construction or other work performed by other contractors or service firms, ENGINEER's efforts shall be directed towards determining in general for OWNER that the construction or other work will conform to the PROJECT requirements. ENGINEER will not be responsible for any other contractor's or service firm's construction or work methods, sequences, procedures, health and safety precautions or programs, or failure to perform the work in accordance with the PROJECT requirements or in accordance with laws, rules, regulations, ordinances, codes, or orders applicable to the other contractors or service firms.

Indemnification

ENGINEER is being engaged for this PROJECT to render services involving potentially hazardous wastes or other materials that may or may not be evident and for which ENGINEER has had no role in generating, storing, or transporting.

Any hazardous waste, substances, or materials shall at all times be and remain the properties of OWNER or others. Any arrangements for removal, transportation, or disposal of any such materials shall be by OWNER. In the event that ENGINEER makes any such arrangements they shall be made solely and exclusively for OWNER's benefit, and OWNER shall indemnify and hold ENGINEER harmless against any liability for such arrangements. The above indemnification does not apply to ENGINEER's negligence in sampling or transporting samples to laboratory for analysis.

OWNER agrees to indemnify and hold ENGINEER harmless from all claims and against all liabilities, claims for damages, costs of defense, or other expenses levied against ENGINEER arising directly or indirectly out of services performed for this PROJECT, including its employees, agents, directors, or officers, unless the liability or claim arises from ENGINEER's negligence.

Limitations of Liability

No employee or agent of ENGINEER shall have individual liability to OWNER.

Use of Deliverables

OWNER acknowledges that documents, reports, findings, feasibility studies, plans and specifications, or other deliverables prepared or provided by ENGINEER for the PROJECT were prepared specifically for OWNER for the PROJECT. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended shall be at Owner's sole liability, and OWNER shall indemnify and hold ENGINEER harmless against any liability for any unauthorized reuse of deliverables in accordance with the above Indemnification.

ENGINEER shall not be liable for any real or perceived property devaluation related to documents, reports, findings, or other deliverables prepared by ENGINEER for the PROJECT.

ENGINEER will provide OWNER and the Village of Cottage Grove with copies of all documents, reports, findings, feasibility studies, plans and specifications, or other deliverables related to the PROJECT and developed or obtained during the term of this Agreement.

Severability

Every part, term, or provision of this Agreement is severable from others. Notwithstanding any possible future finding by duly constituted authority that a particular part, term, or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

Nullification

The costs contained in the Compensation section of this Agreement assume execution within 30 days of the date of this Agreement. ENGINEER reserves the right to revise the fee consistent with current billing rates if this Agreement is executed later than this 30-day period. This Agreement shall become null and void if OWNER has not executed and returned one copy to ENGINEER within 15 days of the date of this Agreement.

Notification of Contamination

Section 292.11 of the Wisconsin Statutes requires that a person who possesses or controls a hazardous substance immediately notify the WDNR of any discharge or any contamination of the environment. OWNER recognizes that ENGINEER will not make such notification on behalf of the possessor or controller of the contamination unless specifically directed to do so by OWNER.

In cases where OWNER is not the PROJECT site property owner, OWNER shall be responsible for advising the property owner of the requirements for such notification if contamination is found.

