

**DANE COUNTY CONTRACT # 15230**



**Department:** Dane County Regional Airport  
**Provider:** ORIN Technologies, LLC  
**Expiration Date:** December 31, 2024  
**Maximum Cost:** \$75,265.50

**Registered Agent (if applicable):** Lawrence J. Kinsman  
**Registered Agent Address:** 405 Investment Court  
Verona, Wisconsin 53593

**THIS AGREEMENT** is between the County of Dane, a Wisconsin quasi-municipal corporation (“COUNTY”), and ORIN Technologies, LLC, a Wisconsin limited liability company (“PROVIDER”) and is effective on the date it is fully executed by both parties.

**RECITALS:**

1. COUNTY, whose address is c/o Airport Director, 4000 International Lane, Madison, Wisconsin 53704, desires to purchase services from PROVIDER for the purpose of conducting an environmental site investigation at the Darwin Training Area located near the Dane County Regional Airport (“Airport”); and
2. PROVIDER, whose address is 405 Investment Court, Verona, Wisconsin 53593, is able and willing to provide such services;

**ACCORDINGLY**, COUNTY and PROVIDER agree as follows:

**I. TERM:**

The primary term of this Agreement begins March 1, 2023 and ends on December 31, 2024 (“EXPIRATION DATE”), unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement no later than the EXPIRATION DATE, except as extended by COUNTY. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services over the term of this Agreement, including any extensions. 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, in addition to any other remedies available.

**II. SERVICES:**

- A. PROVIDER shall provide the services detailed in the bid specifications, if any; the request for proposal (“RFP”) and PROVIDER’s response to the RFP, if any; and on the attached Schedule A. In the event of a conflict between or among the bid specifications, the RFP or RFP response, or Schedule A or any of them, the terms of Schedule A are controlling to the extent of any conflict.
- B. PROVIDER shall perform its obligations under this Agreement with all deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all laws. In providing services under this Agreement, PROVIDER shall cooperate with the various departments, agencies, employees, and officers of COUNTY.
- C. PROVIDER shall secure at its own expense all personnel necessary to carry out PROVIDER’s obligations under this Agreement. Such personnel shall not be deemed to

be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

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

**III. ASSIGNMENT/TRANSFER:**

PROVIDER shall not assign, subcontract, or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY. Any unauthorized assignment, subcontract, or transfer is void.

**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 law, or failure by PROVIDER to comply with any State and Federal service standards, as expressed by statute, rule, and regulation;
  - 2. failure by PROVIDER to carry licenses or certifications as required by law;
  - 3. failure of PROVIDER to comply with reporting requirements contained in this Agreement; or
  - 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in

automatic termination of this Agreement as of the date funds are no longer available, without notice.

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

**V. PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified in this Agreement and the attached Schedule B. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

**VI. REPORTS:**

PROVIDER agrees to make such reports as are required in the attached schedules. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

**VII. DELIVERY OF NOTICE:**

Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. A party changing its address shall notify the other party in writing within a reasonable time.

**VIII. INSURANCE & INDEMNIFICATION:**

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury, and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

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

reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

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

3. Commercial/Business Automobile Liability Insurance.

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

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.

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

6. Umbrella or Excess Liability.

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

C. Required provisions.

1. Insurer's Requirement

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

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO

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

3. Provider's Insurance Shall be Primary

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

4. Cancellation Notice

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

5. Evidences of Insurance.

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

6. Sub-Contractors.

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

- 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:**

PROVIDER shall not discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

PROVIDER agrees to post in conspicuous places, available to all employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XI. CIVIL RIGHTS COMPLIANCE:**

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981, and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER'S Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY'S civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER'S designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment, and employees. The complaint process will be according to COUNTY'S policies and procedures and made available in languages and formats understandable to applicants, clients, and employees. PROVIDER shall supply to COUNTY'S Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY'S Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER'S activities.

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings  
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and

which recommends termination, suspension or cancellation of this agreement, the County may take such action.

- B. Appeal Process  
PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement  
PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

### **XIII. REQUIRED FEDERAL PROVISIONS**

The provisions in this section and Schedule C are included as required by federal law:

- A. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Provider agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above binds the Provider and subcontractors from the bid solicitation period through the completion of the contract.

- B. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "Provider"), agrees as follows:
  1. Compliance with Regulations: The Provider (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  2. Nondiscrimination: The Provider, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Provider for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Provider of the Provider's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  4. Information and Reports: The Provider will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Provider is in the exclusive possession

of another who fails or refuses to furnish the information, the Provider will so certify to County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Provider's noncompliance with the non-discrimination provisions of this contract, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Provider under the contract until the Provider complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Provider will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Provider will take action with respect to any subcontract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Provider may request County to enter into any litigation to protect the interests of County. In addition, the Provider may request the United States to enter into the litigation to protect the interests of the United States.

C. Provisions of 29 CFR part 201. This Agreement and any contracts and subcontracts entered into under authority of this Agreement shall incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Provider has full responsibility to monitor compliance with 29 CFR part 201. Provider must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

D. Requirements of 29 CFR Part 1910. This Agreement and any contracts and subcontracts entered into under authority of this Agreement shall incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act of 1970, with the same force and effect as if given in full text. Provider and any subcontractors performing work under this Agreement shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to an employee. Provider shall comply with, and monitor the compliance of its subcontractors with, the Occupational Safety and Health Act of 1970, and shall address any claims or disputes that pertain to such Act directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**XIV. 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.

**XV. FINANCIAL INTEREST PROHIBITED:**

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

**XVI. 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.

**XVII. 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.

**XVIII. 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.

**XIX. CONSTRUCTION:**

This Agreement shall not be construed against the drafter.

**XX. COPIES VALID:**

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

**XXI. 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.

**XXII. DEBARMENT:**

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


**XXIII. EXECUTION:**

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

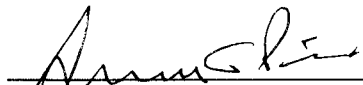
FOR PROVIDER:

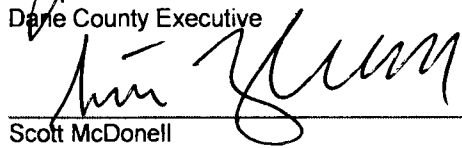
  
\_\_\_\_\_  
Larry Kinsman, Geologist  
Principal

10-2-23  
Date

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FOR COUNTY:

  
\_\_\_\_\_  
Joseph T. Parisi  
Dane County Executive

  
\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

11-6-23  
Date

11-10-23  
Date

## **SCHEDULE A**

### **Scope of Services**

Provider shall provide services for conducting an environmental site investigation at the Darwin Training Area located near the Dane County Regional Airport, as described on the Provider proposal attached to this Schedule A.



## PROPOSAL

Delineation of the Darwin Training Area  
Dane County Regional Airport (DCRA)  
Madison, Wisconsin

**Prepared for:**

Dane County Regional Airport (DCRA)

ORIN Technologies, LLC. (ORIN), which has expertise in both in situ and bioremediation, has prepared this document for delineation of the Darwin Training Area at DCRA Madison, Wisconsin.

A handwritten signature in black ink, appearing to read "Larry Kinsman". The signature is written in a cursive, flowing style.

Larry Kinsman, Geologist  
Principal  
ORIN Technologies, LLC



Mike Kirchner  
Dane County Regional Airport (DCRA)  
4000 International Lane  
Madison, WI 53704

Subject: Proposal for site investigation activities at a Darwin Training Area location.

Dear Mr. Kirchner:

ORIN is pleased to submit to you for your consideration this proposal for the completion of an environmental site investigation (SI) at the Darwin Training Area (DTA) location in Madison, Wisconsin. The following sections describe ORIN's understanding of the site as well as an investigative strategy and estimated schedule of costs.

### **Background**

ORIN understands that there are surface water and groundwater PFAS impacts that have been previously identified at the DTA site; surface water impacts have been documented in adjacent surface water features. Six sampling locations from an initial investigation were used to collect data for boring logs, PFAS analyses of soils, and PFAS analyses of groundwater. The initial investigation indicates that the saturated zone at the DBP site varies from 10 to 18-feet below grade surface (bgs). Unsaturated and saturated soils consist of interbedded sands, silts, and clay overlying a uniform, fine sand at a varying depth. Initial soil samples have found varying elevated PFAS concentrations near the surface and as deep as but not limited to 11ft. Initial groundwater samples indicate PFOA and PFOS concentrations as high as 67,300 ng/L and 1,900 ng/L, respectively. The extent of PFAS groundwater impacts is not fully understood or delineated. See figure 1 for the previous sampling locations.

Figure 1. Previous sampling locations of the Darwin Training Area





## **Scope of Work**

The proposed tasks and their descriptions are provided in this project Scope of Work below.

### **Task 1: Work Plan and Health & Safety Plan Development**

ORIN along with Shannon and Wilson (S&W) will generate a simple project work plan that will describe an investigative strategy for determining the nature and extent of PFAS impacts to the subsurface soil and groundwater at the site. The work plan will describe the means and methods for the completion of soil borings and groundwater monitoring wells at the site. In addition, the work plan will describe the handling and management of investigative derived wastes (soil, groundwater, and PPE) generated during the site investigation process.

A Health & Safety Plan (HASP) will be prepared for the sake of on-site work and bystander safety. It will include a cursory discussion on the physical and chemical hazards associated with the proposed field activities.

### **Task 2: Site Investigation**

The Site investigation is anticipated to consist of an evaluation of two potentially impacted resources: soil and groundwater. Approximately 10 to 15 soil borings will be completed. Two soil samples will be collected from each of these borings at different depths and submitted for PFAS chemical analysis. It is anticipated that discrete soil samples will also be submitted for total organic fluorine.

It is anticipated that five Chapter NR 141 monitoring wells will be installed at the site. These five wells will be water table wells with 15ft screens installed adequately above the water table to account for seasonal water table fluctuations. Soil and groundwater sampling methodology will be described in the project work plan. Locations of the soil borings, monitoring wells, and piezometer will be determined based on a review of the existing investigative reports.

### **Investigative Waste Management**

Unless directed otherwise, residual soil that is not submitted for chemical analysis will be contained in 55-gallon open top steel drums, sealed, and then staged at a secure location on-site. Purge and monitoring well development water will also be contained and staged on-site pending chemical analytical results.

### **Task 3: Site Investigation Report**

A formal report will be provided describing the field investigation activities and any deviations from the work plan due to the occurrence of subsurface field conditions. Chemical analytical results will be compared to the WDNR's soil



residual contaminant levels provided in WDNR Chapter NR 720 Wis Admin Code or the EPA's Regional Screening Levels (RSLs) for PFAS.

The SI report will contain daily Field Activity Reports (FARs) that provide narrative and photographic documentation of the SI field investigation activities. Additional site investigation work may be required based on the results of the soil sample chemical analysis. The scope of the any additional SI investigation work or long-term monitoring would be determined based on discussions with the site representative.

### Estimated Project Costs

Estimated costs for the tasks described above are based on a cost-plus fixed fee time and materials basis. Rates provided on the attached Fee Schedule. We will not exceed the estimated amount without written authorization.

#### Orin Technologies PFAS Site Characterization

<u>S&amp;W Labor &amp; Expenses</u>	<u>Estimated</u>
Project Management	\$ 2,100.00
Work Plan/Simple H&S Plan Development	\$ 5,275.00
<b>S&amp;W Field Work - Field Oversight &amp; Documentation</b>	
Estimated Field Oversight	\$ 7,600.00
<b>Direct Costs-Equipment</b>	
Estimated Direct Costs	\$ 1,398.00
<b>Subcontracted Services</b>	
Laboratory Fees & Expenses	
Estimated Laboratory Fees	\$ 33,534.00
Drilling Subcontractor	
Estimated Driller Fees	\$ 18,043.50
Estimated Subcontractor Cost	\$ 51,577.50
<b>Field Activities Documentation Report</b>	
Estimated Field Documentation Report	\$ 7,315.00
<b>Estimated Project Costs</b>	<b>\$ 75,265.50</b>

### Project Cost Assumptions

Estimated costs provided above are based on the following assumptions.

- Simple work plan and Health & Safety plans are sufficient for initiation and completion of field activities.
- Field staff will be provided access to the site.



- A Quality Assurance Project Plan (QAPP) is not needed for the completion of the proposed investigation activities.
- S&W and ORIN will have an opportunity to review existing consulting reports, documents, laboratory analytical reports, or any other documentation prior to the development of the simple work plan.
- DCRA will supply existing drawings or maps in a common format (GIS, AutoCad) for use in data evaluation and report writing.
- Additional fees accrued by drilling or laboratory service providers will be charged at service provider actual rate plus 15%.
- Costs for surveying and private utility locates are included in the drilling cost estimate.
- Utility marking in restricted areas will be the responsibility of the site owner.
- Estimated costs do not include monitoring well abandonment or disposal of investigative derived wastes/groundwater.
- Assumes that changes to state and federal regulations will not affect the proposed scope of work.

#### Schedule

It is anticipated that field investigation activities could start within 2-weeks of receipt of written proposal acceptance. (Schedule will be dependent upon utility clearance and availability of drilling contractor.) Field activities can be completed within 5 full 8 to 10-hour workdays.

Standard laboratory analytical turn-around times are 7 to 10-working days from time of sample receipt. Note that laboratory turn-around times can be accelerated. However, data delivery surcharges are added to the analytical costs for accelerated laboratory turn-around times.

If this proposal meets with your approval, please sign in the space provided below and return one signed copy of this letter, which will serve as your authorization to proceed with the stated work.

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

Print: Harry Kinsman \_\_\_\_\_

Date: 10-2-23 . Title: Principal

## SCHEDULE B

### Pricing Structure and Payment

**Invoices/Payment:**

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY’s receipt of accepted invoice unless otherwise noted in Schedule B.

**Estimated Project Costs**

Estimated costs for the tasks described in Schedule A are based on a cost-plus fixed fee time and materials basis. Rates provided on the attached Fee Schedule. Invoiced costs will not exceed the estimated amount without written authorization by County.

**Orin Technologies PFAS Site Characterization**

**S&W Labor & Expenses** **Estimated**

**Project Management** **\$2,100.00**

**Work Plan/Simple H&S Plan Development** **\$5,275.00**

**S&W Field Work – Field Oversight & Documentation**

**Estimated Field Oversight** **\$7,600.00**

**Direct Costs-Equipment**

**Estimated Direct Costs** **\$1,398.00**

**Subcontracted Services**

**Laboratory Fees & Expenses**

Estimated Laboratory Fees \$33,534.00

**Drilling Subcontractor**

Estimated Driller Fees \$18,043.50

**Estimated Subcontractor Cost** **\$51,577.50**

**Field Activities Documentation Report**

**Estimated Field Documentation Report** **\$7,315.00**

**Estimated Project Costs** **\$75,265.50**

These estimated project costs are based on the assumptions stated in Schedule A.

## SCHEDULE C

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "Provider") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).