

RESOLUTION 2016-02

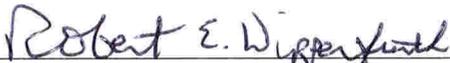
**RESOLUTION REGARDING THE EXECUTION OF AN AGREEMENT FOR
TECHNICAL SERVICES WITH STRAND ASSOCIATES, INC
CONTRACT FOR 2016 LANDFILL MONITORING**

WHEREAS, the Village Board finds that the Village of Windsor has a need to acquire a consultant for mandated landfill monitoring;

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby approves engagement of Strand Associates, Inc. to perform such landfill monitoring in accordance with the Agreement and Task Order No. 16-01 attached hereto as Exhibit A.

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on the 7th day of January, 2016, by a vote of 4 in favor and 0 opposed.

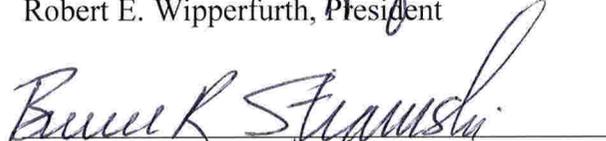
Village of Windsor



Robert E. Wipperfurth, President



Donald G. Madelung, Trustee



Bruce Stravinski, Trustee



Alan Buchner, Trustee



Monica M. Smith, Trustee

Attest:



Tina Butteris
Deputy Clerk



Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

AGREEMENT FOR TECHNICAL SERVICES

VILLAGE OF WINDSOR, WISCONSIN AND STRAND ASSOCIATES, INC.®

This Agreement is made and entered into this 10th day of January, 2016, between the Village of Windsor, Wisconsin, hereinafter referred to as OWNER, located at 4104 Mueller Road, DeForest, Wisconsin 53532, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements:

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 16-01.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted. If necessary, additional Service Elements Not Included may be identified in each subsequently issued Task Order.

1. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
2. 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.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

~~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.~~

The lump sum and estimated fees for the Services are based on wage scale/hourly billing rates, adjusted annually on July 1, that assume the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the fee that reflects any wage scale adjustments made.

Village of Windsor
Page 2
December 29, 2015

The lump sum and estimated fees will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on January 31, 2016. This Agreement will terminate two years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

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, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Village of Windsor
Page 3
December 29, 2015

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of regulatory agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

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, contractor's marked-up drawings, and topographical surveys.

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.

Village of Windsor
Page 4
December 29, 2015

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

VILLAGE OF WINDSOR

Matthew S. Richards 1/20/16
Matthew S. Richards Date
Corporate Secretary

Robert E. Wipperfurth 1-7-2016
Robert E. Wipperfurth Date
Village Board Chair

Christine Captstran 1-7-2016
Christine Captstran Date
Clerk

Tina Butteris, Deputy Clerk



Strand Associates, Inc.[®]
 910 West Wingra Drive
 Madison, WI 53715
 (P) 608-251-4843
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Task Order No. 16-01
 Village of Windsor, Wisconsin (OWNER)
 and Strand Associates, Inc.[®] (ENGINEER)
 Pursuant to Technical Services Agreement dated January 20, 2016

Project Information

Project Name: Year 2016 Landfill Monitoring

Services Description: Monitoring and reporting services for the Village of Windsor Landfill No. 00519

Scope of Services

ENGINEER will provide OWNER with the following services related to monitoring groundwater quality at OWNER's landfill:

1. Purge and sample the five landfill monitoring wells once during the 2016 calendar year. Samples will be analyzed for chloride, chemical oxygen demand, alkalinity, dissolved iron, total hardness, volatile organic compounds, field conductivity, and field pH. Laboratory analysis fees will be paid by ENGINEER and reimbursed by OWNER.
2. Record groundwater elevations and water color, turbidity, and odor. Monitoring results will be filed electronically with the Wisconsin Department of Natural Resources.
3. Enter groundwater data into a computer spreadsheet, and monitor trends in groundwater quality.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$3,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated on January 31, 2016. Services are scheduled for completion on December 31, 2016.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.[®]

Matthew S. Richards 1/20/16
 Matthew S. Richards Date
 Corporate Secretary

OWNER:

VILLAGE OF WINDSOR

Robert E. Wipperfurth 1-7-2016
 Robert E. Wipperfurth Date
 Village Board Chair

Tina Butteris 1-7-2016
 Christine Captstran Date
 Clerk
 Tina Butteris, Deputy Clerk

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