

Dane County Contract Cover Sheet

Revised 01/2023

RES 307
significant

Dept./Division	Waste & Renewables		
Vendor Name	Busch Consolidated Inc.	MUNIS #	31213
Brief Contract Title/Description	VACUUM PUMP SERVICE, PARTS, AND CONSUMABLES ON AN AS-NEEDED BASIS		
Contract Term	2023-2027		
Contract Amount	\$490,000		

Contract # Admin will assign	15120
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Lindsey Carlson	Name	Cherri Pappas
Phone #	608-405-2036	Phone #	630-348-4191
Email	carlson.lindsey@countyofdane.com	Email	cherri.pappas@buschusa.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:
		Org:	Obj:	Proj:
	Year	Org:	Obj:	Proj:

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	307
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2023.06.01 08:47:32 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 6/1/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, June 1, 2023 8:43 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15120
Attachments: 15120.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/1/2023 2:39 PM	Approve: 6/1/2023 2:39 PM
	Patten (Purchasing), Peter		Approve: 6/1/2023 9:30 AM
	Gault, David	Read: 6/1/2023 9:00 AM	Approve: 6/1/2023 9:05 AM
	Lowndes, Daniel	Read: 6/1/2023 1:26 PM	Approve: 6/1/2023 1:26 PM
	Stavn, Stephanie	Read: 6/1/2023 1:52 PM	
	Oby, Joe		

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

Contract #15120

Department: Waste & Renewables

Vendor: Busch Consolidated Inc.

Contract Description: Contract for providing Vacuum pump services, parts & consumables on an as-needed basis (Res 307)

Contract Term: 7/1/23 – 12/31/27

Contract Amount: \$490,000.00

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1 **2022 RES-307**

2
3 **WASTE AND RENEWABLES CONTRACT FOR PURCHASE OF BUSCH VACUUM PUMP**
4 **SERVICE, PARTS, AND CONSUMABLES ON AN AS-NEEDED BASIS FROM BUSCH**
5 **CONSOLIDATED INC.**
6

7 The Dane County Department of Waste & Renewables (W&R) owns and operates an active
8 landfill and Renewable Natural Gas (RNG) Plant at its location at 7102 US Hwy 12 &18,
9 Madison, Wisconsin 53718. The landfill gas is cleaned, compressed and injected into the high
10 pressure natural gas pipeline.

11
12 Busch Consolidated Inc is based out of Virginia Beach, Virginia and is the Original Equipment
13 Manufacturer (OEM) of the RNG Plant vacuum pumps required for the operations. Busch, as
14 the manufacturer of the Vacuum Pumps, has provided W&R with service support and supply of
15 goods (equipment, oil, parts) since construction and commissioning of the RNG Plant in 2019.
16 They are the sole service provider and supplier of genuine Busch parts for the vacuum pumps
17 and are therefore the only vendor who possesses the unique and singularly available ability to
18 meet the needs of W&R and are a critical partner to minimize plant downtime and therefore
19 revenue loss.
20

21 W&R requested a waiver of bid and received approval from the Dane County Board of
22 Supervisors' Personnel and Finance Committee on December 12, 2022 to utilize Busch for
23 supply of service, parts, and consumables. W&R subsequently negotiated a new contract with
24 the company. The scope of the contract includes supply of service, parts, and consumables for
25 the Busch vacuum pumps at request of W&R and as mutually agreed upon by Busch. The term
26 of the contract is 2 years with 3 optional years.
27

28 **NOW, THEREFORE, BE IT RESOLVED** that Busch Consolidated Inc and W&R wish enter into
29 an Agreement for Vacuum Pump service, parts, and consumables with a total contract amount
30 of \$490,000; and
31

32 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized to
33 sign the Agreement; and
34

35 **BE IT FINALLY RESOLVED** that the Department of Waste & Renewables be directed to
36 ensure complete performance of the Agreement.

DANE COUNTY CONTRACT # 15120

Template Revised 06/2021



Department: Waste & Renewables
Provider: Busch Consolidated Inc.
Expiration Date: December 31, 2027
Maximum Cost: \$490,000

Registered Agent (if applicable): CT Corporation System
Registered Agent Address: 301 S Bedford St.
 Madison, WI 53703

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Busch Consolidated Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713 desires to purchase services and goods from PROVIDER for the purpose of maintaining the RNG Plant Vacuum Pumps; and

WHEREAS PROVIDER, whose address is 516 Viking Drive, Virginia Beach, VA 23452 is able and willing to provide such services and supply of goods;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed or goods supplied by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

A. PROVIDER agrees to provide the services and supply of goods detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

III. ASSIGNMENT/TRANSFER:

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

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or failure by PROVIDER to cure any violation of any of the covenants or stipulations of this Agreement within 30 days, 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 or supply of goods 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.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered and goods supplied 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 and goods supplied by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference.

VII. DELIVERY OF NOTICE:

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

VIII. INSURANCE & INDEMNIFICATION:

A. Each Party shall indemnify, hold harmless and defend the other Party, its boards, agents, commissions, agencies, officers, employees and representatives (collectively, "Indemnitees") against liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which Indemnitees, their 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, but only to the extent caused by the negligence or willful misconduct of the indemnifying Party and only up to the limits provided by applicable Wisconsin statutes. Each Party shall at its sole cost and expense, immediately notify the Other Party of the third party's claim, investigate, handle, respond to and provide defense for any claim or liability for which the Party owes or may owe indemnity, provided that the Indemnified Party shall have the absolute right and opportunity to participate in any such investigation or defense or elect to conduct any litigation regarding a claim for which it is indemnified through counsel of its own choosing at its sole expense and costs. Both Party's obligations under this Section shall survive the termination, revocation, or expiration of this Agreement.. 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. 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).

3. Workers' Compensation.

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

4. 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.

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. LIMITATION OF LIABILITY. Both Parties agree that they shall not be liable for any special, incidental, or consequential damages or for the loss of profits, revenues, or any other losses arising out of any default under this Agreement. Both Parties agree that they shall not be liable for any special, incidental, or consequential damages or for the loss of profits, revenues, or any other losses arising out of any default under this Agreement. Both Party's cumulative liability under this Agreement will not exceed two times (2x) the aggregate amount actually paid.

X. CONFIDENTIALITY.

Except as required to comply with Wisconsin's Open Records Law (Wis. Stat. §§ 19.31–19.39), neither Party shall disclose the other Party's Confidential Information to any person other than its employees, officers, directors, affiliates, agents and representatives who are bound by obligations of confidentiality and who have a need to know such information in order to perform their obligations in connection with the Research. Each Party may only use the other Party's Confidential Information as permitted to perform its respective obligations under this Agreement. "Confidential Information" means any information disclosed by a Party to the other Party that is reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself.

XI. 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.

XII. 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.

XIII. 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.

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 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."

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XXI. 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.

XXII. 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.

XXIII. DEBARMENT:

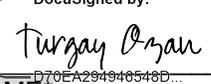
By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXIV. EXECUTION:

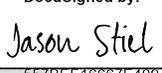
- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by 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:

DocuSigned by:
 Turgay Ozan President 5/31/2023

D70EA294946548D...
 NAME Date
 TITLE

DocuSigned by:
 Jason Stiel Sales Director 5/31/2023

557BEE16667E499...
 NAME Date
 TITLE

{Remove the 2nd Provider signature field/line if only 1 person will sign for the Provider.}

* * *

FOR COUNTY:

 Joseph T. Parisi Date
 Dane County Executive

 Scott McDonell Date
 Dane County Clerk

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

SCHEDULE A

Scope of Services & Supply of Goods

I. Overview

Dane County Department of Waste & Renewables (COUNTY) owns and operates a Renewable Natural Gas (RNG) Plant that converts landfill gas (LFG) to pipeline quality RNG that is injected into the interstate transmission pipeline. This scope is for Service Support and Supply of Goods to maintain the Busch Vacuum Pumps, which are critical to operation of RNG Plant, for which the PROVIDER is the Original Equipment Manufacturer (OEM) and therefore authorized servicer and supplier.

II. Highlights

- Semi-Annual/Annual Field Service Visits including genuine Busch parts and labor
- Vacuum pump scheduled Exchanges
- Maintenance tracking and visit reports
- One unplanned visit per year
- Price locked in for 5 years
- Dane County to stock and provide all oil, filters and other consumables
- Price per 12 annual services with 12 pt inspection and up to 12 additional at this pricing
- All travel expenses included in quoted rates.

III. Scope of Services

PROVIDER shall provide service and support detailed below and in Schedule C "Proposal Documents" for COUNTY's Busch Vacuum Pumps (QTY 12) on an as-needed basis and as requested by COUNTY. Services shall be billed at rates specified in Schedule B "Payment and Pricing Structure" and Schedule C. Schedule C outlines costs if COUNTY were to completely outsource the labor, however, COUNTY does not anticipate relying on PROVIDER fully for maintenance and is therefore included for reference only.

1. Semi-Annual Visit and PM (4,000 hour)

- Complete 12-point inspection checklist
- Check electrical components
- Check filter elements
- Check service readings
- Check all alarms for proper operation
- Check vacuum switch settings
- Check vacuum pump oil

2. Annual Visit and PM (8,000 hour)

- All Semi-Annual actions stated above
- Change inlet filter
- Change vacuum pump oil
- Change vacuum pump oil filter
- Change vacuum pump exhaust filters
- Replace oil sight glass

3. Exchange Service – 12 Exchanges Included

Overhaul / Exchange Service includes replacement and overhaul maintenance of equipment. All Busch replacement units shall be available, Monday through Friday, within 24 hours and shall be stocked by PROVIDER. Overhaul shall be performed at PROVIDER's factory and provided to COUNTY in "as good as new" condition.

- Flat Rate price
- PROVIDER pays shipping both ways
- Extended 24-month warranty
- Flat price excludes motor and exhaust box replacement

- Factory new module installed on each exchange

4. Troubleshooting and priority on support from the Field Service Engineer(s) assigned to the Service Agreement
5. Maintenance tracking and service reports

Maintenance Schedule

Subject to change based on need

MAINTENANCE SCHEDULE					
at need and request of COUNTY					
<u>Activity Type</u>	Year 1	Year 2	Year 3	Year 4	Year 5
Semi Annual (4,000 hour)	12	12	12	12	12
Annual (8,000 hour)	12	12	12	12	12
Exchange (approximation only)	2	3	3	2	2

A. Warranty

PROVIDER warrants, in respect of Supply of Services, that Services shall be performed in a workmanlike manner using reasonable skill and care and in accordance with PROVIDER's service policy and practice. Unless otherwise agreed in advance, PROVIDER shall provide such Services, including repair and replacement, as are in PROVIDER's reasonable opinion necessary in order to provide the Service. If subsequent to the performance of Services, failure or breakdown (normal wear and tear and consumables excepted): (a) occurs during the warranty period notified to COUNTY at the time the Services are performed (or if no such period is notified to COUNTY, and unless otherwise agreed, within 90 days of the date that the Services are completed); (b) occurs during normal usage; and (c) is shown by COUNTY to PROVIDER's reasonable satisfaction (after a reasonable opportunity for PROVIDER to inspect the allegedly defective Services and to review documentation pertinent to the failure or breakdown) to have been caused by PROVIDER's failure to perform the Services in accordance with this Condition. PROVIDER, at its option, shall correct or re-perform the Service or replace the serviced product; provided that: the failure or breakdown was not caused, or contributed to, by COUNTY's act or omission, breach of contract, negligence, process reactions, excessive process build ups or accidents or by COUNTY's failure to observe PROVIDER's recommended maintenance schedules and activities. Repair or replacement under applicable warranty shall be made at no charge for replacement parts, when work is performed during normal working hours, provided COUNTY will be responsible for all non-warranty related expenses including but not limited to travel labor, installation & removal costs, etc. and a Purchase Order will be required regardless of the results of the warranty evaluation. Replacement or repaired products (including Goods that are the subject of Service Exchange) will be covered by this Limited Warranty for the remainder of the original product's warranty period as stated above. COUNTY is responsible for shipping Goods to the designated PROVIDER service center at COUNTY's risk and cost. If COUNTY requires a more expensive method of freight than PROVIDER's standard shipping, then the extra cost shall be paid by COUNTY. Warranty under this Section does not cover the costs of installation or removal of the Goods which shall be at COUNTY's cost. Except as expressly warranted above, Services are provided "as is" and COUNTY assumes the entire risk as to the results of the Services. Nothing stated in this Section implies that the operation of any serviced Product will be uninterrupted or error-free or that errors will be corrected. Notwithstanding anything to the contrary, any written or oral statements by PROVIDER, its representatives, or employees do not constitute warranties of PROVIDER, unless mutually agreed and signed by both the parties.

B. Location of Service

Service shall be performed at the RNG Plant located at Dane County Department of Waste & Renewables Landfill Site #2, address 7102 US Hwy 12&18, Madison WI 53718.

C. Hours of Service

Hours of scheduled service under this Agreement shall be during normal working hours, excluding holidays, of COUNTY and PROVIDER, unless prior approval is granted by COUNTY. Such services shall be performed at a mutually agreed upon date and time. Standard working hours for COUNTY are Monday – Friday 7:00AM to 3:00 CST. Standard working hours for PROVIDER are

8:00AM to 5:00PM. Support provided shall occur at a time mutually agreed upon by COUNTY and PROVIDER.

D. Delays

Provider shall not be liable for any delays in performance directly or indirectly resulting from acts of County, its agents, employees, or sub-contractors, or causes beyond the reasonable control of Provider. "Causes beyond the reasonable control of Provider" include, (a) Acts of God; (b) Acts of a public enemy; (c) Fire, flood, epidemics, or quarantine restrictions; (d) Strikes, civil commotions, or revolutions; (e) Freight embargos; (f) Unusually severe weather conditions, including, without limitation, tropical storms and hurricanes; (g) Normal wear and tear; (h) Overloads; (i) Improper operation and/or abuse of the Equipment by Customer or other third parties; or (j) Accidents beyond the reasonable control of Busch.

IV. Scope of Supply

A. Supply

PROVIDER will supply COUNTY with goods (equipment, spares parts, consumables) at need and request of COUNTY using methods detailed in Schedule B.

B. Warranty

The following warranty and conditions shall apply only to any repaired or replaced product, part, or component supplied by Provider, together with the workmanship as provided herein:

(a) Provider warrants that under normal conditions of use and operation that the parts furnished pursuant to this Agreement shall be free from defects in workmanship and material. Provider's obligation under this warranty is limited to the repair or replacement, at its option, of any part, within ninety (90) days after installation and acceptance, as established by PROVIDER. PROVIDER further warrants that its Services rendered pursuant to this Agreement shall be free of defects in workmanship for ninety (90) days after performance of Services, but PROVIDER's obligation shall be limited to correction of the defective workmanship.

(b) PROVIDER warrants, in respect of vacuum pumps delivered under this Agreement ("Goods"), that all products furnished are free from all defects in material and workmanship at the time of shipment. Pumps exchanged under this Agreement are covered by a 24-month warranty from the date of shipment. The warranty excludes (a) normal wear and tear; (b) wear items including, but not limited to, seals, bearings, couplings, oil drain plugs, oil fill plugs etc.; (c) Goods that have not been properly stored, installed, serviced, maintained, operated, normal usage or operating conditions beyond PROVIDER's control such as improper voltage, excessive ambient temperatures, or other conditions that would affect the performance or life of the product; (d) Goods not used in accordance with current operating and maintenance instructions furnished by PROVIDER, and (e) Goods that have been altered or modified in any manner without PROVIDER factory authorization.

(c) The following provisions must be satisfied in respect of all the claims for Goods or Services: (a) COUNTY gives written notice of the defect, reasonably described, to PROVIDER within three (3) Business days of the time when COUNTY discovers or ought to have discovered the defect; (b) the Goods or any Product must not have been repaired or modified by anyone other than PROVIDER or at PROVIDER's direction; (c) furnish PROVIDER satisfactory proof thereof; (d) return the nonconforming goods or parts to PROVIDER, properly decontaminated and/or do not contain any residues of harmful substances and must be accompanied by a completed Declaration of Decontamination form, and pay for all expenses incurred in connection with such return; (e) give reasonable opportunity to PROVIDER to examine the goods; (f) in the case of equipment and related components, spares and parts not of PROVIDER's own manufacture, unless otherwise required by law, PROVIDER's responsibility shall be limited to passing on to COUNTY the benefit of any guarantee or warranty given to PROVIDER by the manufacturer of such Goods or part; (g) PROVIDER has paid the purchase price in full or paid in accordance with agreed payment schedule. The warranty under this clause does not cover the costs of installation or removal of the Goods to be repaired or replaced which shall be at COUNTY's cost. If it is determined, after the evaluation, that there has been no breach of warranty, then the COUNTY shall be responsible for all repair or replacement charges and the warranty for such paid repairs

is 6 months from the date of repair or replacement. COUNTY shall be responsible for all non-warranty related expenses including but not limited to all handling, travel labor, installation & removal costs and a Purchase Order will be required regardless of the results of the warranty evaluation.

(d) Notwithstanding anything to the contrary contained in this Agreement, the foregoing warranties are exclusive and in lieu of all other warranties, whether statutory, express or implied, including, without limitation, all warranties of merchantability and fitness for a particular purpose, and all warranties arising from course of dealing or usage of trade, except such as is expressly stated in this limited warranty. PROVIDER's obligation to repair or replace the goods shall be the sole and exclusive remedy of COUNTY of the Goods for the breach of the foregoing warranties.

C. Delivery of Goods

1. Location of Delivery

Goods shall be transferred from the PROVIDER to the COUNTY at the RNG Plant located at Dane County Department of Waste & Renewables RNG Plant, address 7102 US Hwy 12&18, Madison WI 53718, or where mutually agreed upon by PROVIDER and COUNTY.

2. Hours of Delivery

Hours of delivery shall be the normal working hours, excluding holidays, of COUNTY and PROVIDER. Goods shall be delivered at a mutually agreed upon time. Normal working hours for COUNTY are Monday – Friday 7:00AM to 3:30PM CST. Delivery outside of these hours will be accepted if mutually agreed upon by PROVIDER and COUNTY.

3. Acceptance & Ownership of Goods

The title to Equipment shall remain that of PROVIDER until fully paid for. Title of goods shall not transfer to COUNTY until COUNTY inspects and accepts goods delivered within a reasonable time, not to exceed ten (10) days of delivery. Claims for shortages or other errors in delivery shall be made in writing to PROVIDER within ten days of delivery.

V. Exclusions

Unless otherwise agreed by Provider in writing, the service and maintenance performed pursuant to this Agreement shall not include any of the following: (a) electrical work external to the Equipment; (b) furnishing of supplies or accessories not listed in the Proposal or Scopes of Services & Supply; (c) painting or refinishing the Equipment or furnishing the material therefore; (d) making specification changes to the Equipment; (e) performing services connected with relocation of the Equipment (excluding relocation as it relates to permitted pump exchanges); (f) repairing damage resulting from, or furnishing parts required as a result of causes other than ordinary wear and tear including, without limitation: neglect; misuse, including faulty repair or maintenance by persons other than Provider's employees; accidents; failure of electrical power, or events outside the reasonable control of Provider, such as, but not limited to, Acts of God; (g) adding, removing, servicing, or maintaining accessories, attachments, or other devices not furnished by Provider, unless specifically scheduled on the Proposal.

SCHEDULE B

Pricing Structure and Payment

I. Payment

A. Payment Terms

Payment shall be made within 30 days after the date of PROVIDER's invoice unless otherwise agreed to in writing by PROVIDER. COUNTY shall pay PROVIDER directly. PROVIDER shall be paid on the basis of work completed and goods supplied.

B. Purchase Order

COUNTY to issue a blanket PO to PROVIDER for invoicing purposes prior to commencement of on-site work. Service and Goods shall be invoiced separately.

C. Quotes

COUNTY shall provide PROVIDER with a "Request for Quote" (verbal or written) for service support and supply of goods. Prior to order confirmation and shipment of goods, PROVIDER shall provide a formal quote that itemizes anticipated costs associated with the service or goods to be provided. Quotes shall include expected delivery date and estimated shipping/delivery charge. PROVIDER shall provide updates or changes to the expected delivery date as they arise. For "High Priority" requests and at discretion of COUNTY staff, a formal quote may be provided and accepted after order placement to minimize lead-time. COUNTY reserves the right to accept fees to expedite processing and shipping/freight.

D. Invoicing

PROVIDER shall bill service support and supply of goods on a time and materials basis. All service related charges, including hourly travel rates, Per Diem, Hotel Fees, Car Rental Fees, Airfare, and onsite labor rates are included in the service rates outlined "Schedule of Costs". PROVIDER will invoice for service within 30 days after work is completed. Invoices must reference the COUNTY purchase order number issued for the services/deliverables described herein. Invoices shall be sent to COUNTY electronically at invoices-waste@countyofdane.com and to other COUNTY Points of Contact if designated by COUNTY. PROVIDER whose work is found deficient or fails to conform to the requirements set forth in this AGREEMENT, is not entitled to further payments, until corrected to the satisfaction of COUNTY.

II. Costs

Service support and supply of goods will be provided by PROVIDER on an as-needed and requested basis by COUNTY staff. As such the COUNTY's needs for service support and supply of goods may fluctuate over the 2 Year plus 3 Renewal Years contract term, depending on a variety of factors such as staffing, onsite stock of goods, etc.

Pricing for Preventative Maintenance and Exchange Service

Preventative Maintenance and Exchange Service pricing per PROVIDER Proposal. Exchanges have a flat rate price of \$34,053.87 per pump exchange over the 5 Year term.

Pricing Options							
Monthly		Quarterly		Annual		5 Year	
Total	Per Pump	Total	Per Pump	Total	Per Pump	Total	Per Pump
\$5,630.63	\$469.22	\$16,891.89	\$1,407.66	\$67,567.56	\$5,630.63	\$337,837.80	\$28,153.15
\$5,717.44	\$476.45	\$17,152.32	\$1,429.36	\$68,609.28	\$5,717.44	\$343,045.40	\$28,587.20

III. Contract Term

The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. It is COUNTY's intention to establish a two year contract with PROVIDER, plus three optional renewal years. Unless notified in writing by either Party at least 90 days before renewal, the contract term shall automatically renew in Renewal Years 1 through 3.

Year	Term
1st Year	(Date of Execution) thru December 31, 2023

2nd Year	January 1, 2023 thru December 31, 2024
3rd Year (1st Renewal Year)	January 1, 2024 thru December 31, 2025
4th Year (2nd Renewal Year)	January 1, 2025 thru December 31, 2026
5th Year (3rd Renewal Year)	January 1, 2026 thru December 31, 2027

IV. Maximum Cost

The PROVIDER shall not be paid more than the sum of \$490,000 for its obligations of this agreement over the two year contract term, plus the three optional renewal years unless additional scope of services or supply of goods is approved by the COUNTY prior to commencement of work or supply of goods. The contract amount and scope may be increased at need and request of COUNTY, if and as mutually agreed upon by PROVIDER and COUNTY. Notwithstanding anything to the contrary contained in this agreement, if the aggregate value of services exceeds the maximum sum of \$490,000 and COUNTY is unable to, within a reasonable time, secure the necessary funding or pay PROVIDER for requested services greater than this amount, PROVIDER shall be relieved of its obligation to provide further service to COUNTY equipment and may terminate this Agreement upon written notice.

SCHEDULE C

Proposal Documents

Proposal Documents included as attachments to Schedule C were provided by PROVIDER to COUNTY and were used to generate Schedule A and Schedule B. In the event of a conflict of terms between or among the proposal documents provided by PROVIDER and this Agreement, the terms of this Agreement shall take precedence.

(Insert Attachment)

5 – YEAR COMPLETE MAINTENANCE PROGRAM COUNTY OF DANE

HIGHLIGHTS OF PROGRAM

- Semi-Annual/Annual Field Service Visits including genuine Busch parts and labor
- Vacuum pump scheduled Exchanges
- Maintenance tracking and visit reports
- One unplanned visit per year
- Price locked in for 5 years
- Dane County to stock and provide all oil, filters and other consumables
- Price per 12 annual services with 12 pt inspection and up to 12 additional at this pricing
- All travel expenses included in quoted rates.

SCOPE OF WORK

Visits – Our Field Service Specialist will complete the following on a maximum 12 annual visits. Initial visit to align each pump to planned maintenance schedule.

- R5 RA/RC 1600
 - **Every Semi-Annual VisitSemi-Annual PM:**
 - Complete 12-point inspection checklist
 - Check electrical components
 - Check filter elements
 - Check service readings
 - Check all alarms for proper operation
 - Check vacuum switch settings
 - Check vacuum pump oil
 - **Annual Visits:**
 - All Semi annual actions stated above
 - Change inlet filter
 - Change Vacuum pump oil
 - Change Vacuum pump oil filter
 - Change Vacuum pump Exhaust filters
 - Replace oil sight glass
 - **ExchangePlus: 12 exchanges included**
 - Flat Rate price
 - Busch pays for shipping both ways
 - Extended 24-month warranty
 - Flat price excludes motor and exhaust box replacement
 - Factory new module installed on each exchange
- Labor and Travel
 - All labor to do above activities is included.
 - All travel cost to have Busch FSS at County of Dane location will be included.

COUNTY OF DANE SCHEDULE & PRICING

5 YEAR COMPLETE MAINTENANCE AGREEMENT

R5 RA/RC 1600	County of Dane Maintenance				
Activity Type	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Semi Annual	12	12	12	12	12
Annual	12	12	12	12	12
Exchange	2	3	3	2	2

	Pricing options							
	Monthly		Quarterly		Annual		5 Year	
	Total	Per Pump	Total	Per Pump	Total	Per Pump	Total	Per Pump
Preventative Maint.	\$ 5,630.63	\$ 469.22	\$ 16,891.89	\$ 1,407.66	\$ 67,567.56	\$ 5,630.63	\$ 337,837.80	\$ 28,153.15
Exchange	\$ 5,717.44	\$ 476.45	\$ 17,152.32	\$ 1,429.36	\$ 68,609.28	\$ 5,717.44	\$ 343,046.40	\$ 28,587.20
Total Costs:	\$ 11,348.07	\$ 945.67	\$ 34,044.21	\$ 2,837.02	\$ 136,176.84	\$ 11,348.07	\$ 680,884.20	\$ 56,740.35

*Exchanges are highly recommended but not required. The schedule for exchanges seen above is tentative and can be changed based upon needs of the customer.

**Exchanges have a flat rate price of \$34,053.87 per pump exchange *(details in scope of work section above)*

*** Pricing only valid with agreement of program, any work outside of this agreement is subject to 2023 pricing.

Busch Vacuum Pumps and Systems

Field Service

We'll Keep Your Vacuum Pumps Running

Busch field service specialists have the product knowledge, application experience and hands-on capabilities to help keep your Busch vacuum pump running. Field services include a free plant survey, start-up assistance, maintenance training, pump preventative maintenance, diagnostics and troubleshooting and a 12-point pump inspection.

12-Point Pump Inspection

During the 12-point pump inspection for rotary vane pumps, a field service specialist will check the following:

- End vacuum
- Exhaust back pressure
- Gas ballast valve
- Motor couplings
- External surface temperatures
- Cooling system operation
- Inlet connections
- Discharge connections
- Oil condition
- Oil leaks
- Safety switches
- Missing or damaged items



Inspection Report

After the inspection, a detailed report is provided with all readings, measurements and observations. Your field service specialist will include recommendations on how to improve or enhance pump operation, performance and reliability. The 12-point inspection also available for Panda vacuum boosters and Mink vacuum pumps.



Exchange PLUS

RAPID RESPONSE SERVICE



Increase your uptime and efficiency with our comprehensive service support program.

Direct vacuum pump exchange, full remanufacturing, genuine spare parts and 24/7 response. **When every second counts, our rapid response time keeps your vacuum equipment running.**

Exchange PLUS Program Benefits

Complete Exchange at a Flat Rate Price*

New module on every vacuum pump, with complete 100% factory remanufacture of all other components. Painted to as-new condition.

Full 24-Month Warranty

Material and workmanship guaranteed for two years from the date of shipment.

24-Hour Response Time

Expert support when and where you need it.

Nationwide Field Service Support Benefits

Dedicated Fast Acting Service Team

Just a phone call away. Rapid response with Service Centers and expert Field Service Specialists from coast to coast.

Limited Risk of Breakdowns

To bring even further peace of mind, Busch offers Field Service Plans tailored to your needs, including asset management and training programs.

The Highest Standards

Field Service Specialists use only Busch Genuine Spare Parts and Accessories to guarantee the optimum performance and operational security of your vacuum equipment.

**Pick-up and delivery is included along with return of the customer core at no additional cost. The Exchange PLUS program is eligible on select vacuum pump models. Contact your local representative for more details.*

DO YOU WANT TO KNOW MORE?

Contact us for more details.

1-888-BUSCH-US or service@buschusa.com



SCHEDULE D

Personal Protective Equipment Policy

Dane County Department of Waste & Renewables (COUNTY) owns and operates a Renewable Natural Gas (RNG) Plant that converts landfill gas (LFG) to pipeline quality RNG that is injected into the interstate transmission pipeline. Due to inherent risks associated with maintenance and operations at the facility, COUNTY requires all onsite personnel, including PROVIDER and PROVIDER's Subcontractors, to observe established minimum PPE requirements outlined in the attached Memorandum "RNG Plant - Minimum PPE Requirements" dated 9/15/2022. Should there be updates to these requirements, COUNTY shall provide such updates to PROVIDER prior to commencement of onsite work.

(Insert Attachment)



TO: ALL SITE PERSONNEL INCLUDING STAFF, CONTRACTORS, VENDORS, AND VISITORS
FROM: Kyle Anderson
RE: RNG Plant - Minimum PPE Requirements
DATE: 9/15/2022

RNG Plant Minimum PPE Requirements

This memo is to communicate that Dane County Department of Waste & Renewables has updated its Personal Protective Equipment (PPE) requirements. **EFFECTIVE 9/15/2022** ALL PERSONNEL ENTERING THE PERIMETER FENCE OF THE RNG PLANT ARE EXPECTED TO MEET THE PPE REQUIREMENTS AS LISTED BELOW.

(Contractors, vendors, and visitors are encouraged to provide their own PPE, but items listed below are available to check out from the RNG Plant Office Trailer, excluding footwear)

Minimum PPE required within perimeter fence of the RNG Plant:

- **Personal 4-Gas Meter** capable of sensing LEL, CO2, H2S, and O2
- **Flame Resistant (FR) clothing** that is NFPA 2112 Category 2 rated, worn on the outer-most layer
- **High Visibility** upper-body garment that is ANSI Class 2 rated; worn on the outer-most layer
- **Footwear:** solid uppers with adequate ankle support that is electrical rated
- **Eye Protection:** Safety Glasses with side shields that are ANSI Z87 rated

Additional PPE Requirements - Task Dependent:

- **Hearing protection** in areas where noise levels exceed 85 dBA
- **Hand protection** adequate to the task being performed (e.g. chemical / cut resistant gloves)
- **Head protection:** Class E hardhat when exposed to overhead hazards (e.g. scaffolding, aerial lifts)
- **Face Protection** when involved in debris generating activity

This list is not intended to be all inclusive as there may be tasks that require additional PPE.

Thank you for sharing in Waste & Renewables' core belief in safety.

Respectfully,

Kyle Anderson, CSP, CHST
Safety & Compliance Coordinator
Dane County Department of Waste & Renewables
Mobile: 608.720.0595 | anderson.kyle@countyofdane.com