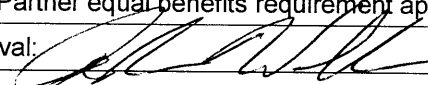







Res 189  
Significant

## Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department <b>PWH&amp;T - Solid Waste Division</b>		Contract/Addendum #: <b>12930A</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract <input checked="" type="checkbox"/> Addendum <input type="checkbox"/>	
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Addendum, please include original contract number	
3. Term of Contract or Addendum: January 15, 2017 - December 31, 2021		<input checked="" type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum: <b>\$271,662.00</b>		<input type="checkbox"/> Grant <input type="checkbox"/>	
5. Purpose: Award for RFP 316028 (Phase II and III)- Renewable Fuel Credit Management from BioCNG Utilization at Dane County Landfill Site #2.		<input type="checkbox"/> Co Lease <input type="checkbox"/>	
		<input type="checkbox"/> Co Lessor <input type="checkbox"/>	
		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
		<input type="checkbox"/> Other <input type="checkbox"/>	
6. Vendor or Funding Source: <b>EcoEngineers</b>			
7. MUNIS Vendor Code: 26847			
8. Bid/RFP Number: RFP 316028			
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
11. Account No. & Amount, Org & Obj. <u>SWMETHGO 58087 - Pipeline gas project</u> Amount \$ <u>271,662.00</u>			
Account No. & Amount, Org & Obj. _____ Amount \$ _____			
Account No. & Amount, Org & Obj. _____ Amount \$ _____			
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year <u>#2066 - 2017</u>			
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2017 RES-189</u>			
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
15. Director's Approval:  for JM			

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
	Received	<u>8/23/17</u>		EcoEngineers	
	Controller		<u>8/24/17</u>	Contact Person	
	Corporation Counsel	<u>8-23-17</u>	<u>8/24/17</u>	Shashi Menon	
	Risk Management			Phone No.	
	Purchasing	<u>8/24/17</u>	<u>8/24/17</u>	(515) 985-1274	
	County Executive			E-mail Address	
				smenon@ecoengineers.us	

### Footnotes:

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Return to:	Name/Title: John Welch Phone: 608.516.4154 E-mail Address: Welch@countyofdane.com	Dept.: DCPW - Solid Waste Division Mail Address: 1919 Alliant Energy Center Way Madison, WI 53713
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## Certification

The attached contract: *[check as many as apply]*

- ☒ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- ☐ is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- ☐ is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 8/23/17

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

Telephone Number 516-4154

Print Name: John Welch

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

1. **Department Head** ☒ Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 8/23/17

Signature: \_\_\_\_\_ for JM

2. **Director of Administration** ☐ Contract is in the best interest of the County.  
Comments:

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

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

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.  
Comments:

Date: 8/24/17

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

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**COUNTY OF DANE**  
**Purchase of Services Agreement**  
**Amendment of Agreement No. 1**

Number of Pages, including schedules: 9  
Agreement No. 12930 A  
Expiration Date: December 31, 2021  
Authority: Res. 189, 2017  
Department: DCPW – Solid Waste Division  
Maximum Cost: \$271,662.00  
Registered Agent: Shashi Menon  
Address: 300 East Locust Street, Suite 350  
Des Moines, IA 50309

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

**W I T N E S S E T H :**

**WHEREAS**, COUNTY has secured professional consulting services for a project described as follows:

Renewable Fuel Credit Management from BioCNG Utilization (Phase I)

**WHEREAS**, PROVIDER and COUNTY, by a separate document, Purchase of Services Agreement No. 12930 (hereafter "Agreement"), did on January 12, 2017 enter into a contractual relationship pursuant to with PROVIDER is to provide professional consulting services for Renewable Fuel Credit Management from BioCNG Utilization (Phase II and III), and,

**WHEREAS**, PROVIDER and COUNTY wish to amend the Agreement in order to extend the original scope of work,

**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. The Agreement shall remain in full force and effect unchanged in any manner by this amendment except as changes are expressly set forth herein. This Amendment shall control only to the extent of any conflict between the terms of the Agreement and this Amendment.
- II. The Agreement shall include Schedules D, E, & F.
- III. The maximum agreement amount shall be \$271,662.00, outlined as follows:
  - a. Phase I – Pre-Development: \$29,010.00 (Including Change Order No. 1 for \$4,800)
  - b. Phase II – Development: \$87,961.00
  - c. Phase III – Implementation: \$154,691.00.
- IV. The Agreement shall be extended until December 31, 2021.

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

**FOR PROVIDER:**

Date Signed: Aug 22, 2017

Shashi Menon  
(SHASHI MENON, CEO)

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

\_\_\_\_\_

\*\*\*

**FOR COUNTY:**

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

\_\_\_\_\_  
JOSEPH PARISI, County Executive

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

\_\_\_\_\_  
SCOTT MCDONELL, County Clerk

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

rev. 04/17

## **Schedule D**

- I. Pursuant to paragraph II (Services) of the attached AGREEMENT, the PROVIDER shall provide the following services:
  - a. Perform all Work in accordance with Code of Federal Regulations (CFR) Title 40, Part 80 Subpart M – Renewable Fuel Standard (RFS), California Code of Regulation (CRR) Title 17, Sections 95480 - 95497 referred to as Low Carbon Fuel Standard (LCFS), and all state and local regulations. All Work shall be done for Cellulosic Biofuel (D3) for supply from the Dane County Landfill Site #2.
  - b. Ultimate service of PROVIDER is to obtain COUNTY fuel pathway registration and approval under RFS and LCFS for monetization of fuel credits.
  - c. Development Phase (Phase II)
    1. Training and Developing a Project Plan with Timeline and Assigned Roles and Responsibilities
      - i. Scope: PROVIDER shall conduct a one (1) day training session at COUNTY office to provide staff, officials, and other relevant stakeholder's education and background information on expectations and responsibilities for COUNTY to act as a Registered Party for the generation of RINs and other energy credits.
      - ii. Work Plan:
        1. Attend a kickoff call with COUNTY and initiate lines of communication. PROVIDER to take and distribute meeting minutes to COUNTY within 48 hours.
        2. Prepare a draft and final work plan and distribute to COUNTY. Work Plan to include topics such as:
          - a. Project plan and timeline for fuel pathway registration and approval for monetization of fuel credits;
          - b. Roles and responsibilities of COUNTY and PROVIDER personnel;
          - c. RFS registration, generation, trading, and compliance processes;
          - d. LCFS registration, generation, trading, and compliance processes;
          - e. State and local regulations applicable to Project;
          - f. Assessment of expansion opportunities; and
          - g. Action items for COUNTY and PROVIDER.

3. Develop detailed agenda, training modules and training materials and provide to COUNTY. Agenda for training shall be given to COUNTY 48 hours prior to session.
  4. Send a minimum of two (2) representatives to COUNTY to conduct training covering topics listed above.
  5. PROVIDER to provide COUNTY with electronic copies of all training deliverables.
2. Renewable Natural Gas Contracting for Transportation Offtake Agreements and RIN Marketing
  - i. Scope: PROVIDER shall assemble documents, solicit bids, and provide COUNTY with relevant industry insight to successfully negotiate and secure offtake agreements for Renewable Natural Gas (RNG) and RINs.
  - ii. Work Plan:
    1. Prepare a draft and final Request for Proposals (RFP) documents, submitted to COUNTY electronically.
    2. PROVIDER to solicit proposals;
    3. PROVIDER to review proposals, COUNTY to preform legal review of bids.
    4. PROVIDER to clarify and negotiate terms and conditions with Proposer and COUNTY.
    5. PROVIDER to provide management of contract, project and lines of communications.
3. USEPA 40 CFR Part 80 RFS Registration
  - i. Scope: PROVIDER will prepare 40 CFR Part 80 registration documents on behalf of COUNTY.
  - ii. Work Plan:
    1. PROVIDER shall develop project plan and timeline for RFS registration.
    2. PROVIDER shall visit site upon substantial completion of biogas cleaning equipment installation.
    3. PROVIDER shall provide a third party engineering review report.
    4. PROVIDER shall register COUNTY under RFS program. PROVIDER shall act as a regulatory liaison between fuel credit programs and COUNTY.

5. PROVIDER shall provide management of project and lines of communication.

4. California ARB GREET Modeling and LCFS Registration

- i. Scope: PROVIDER shall prepare CA GREET modeling and CA LCFS registration.
- ii. Work Plan:
  1. PROVIDER shall develop project plan and timeline for LCFS registration.
  2. PROVIDER to collect any data necessary to complete GREET modeling and LCFS registration.
  3. PROVIDER shall preform GREET modeling and provide COUNTY with pertinent results.
  4. PROVIDER shall register COUNTY under LCFS program and provide COUNTY with management of project and lines of communication.

5. General Consulting

- i. Scope: PROVIDER shall preform general consulting for COUNTY including, but not limited to the following:
  1. Political & Market Risk Analysis;
  2. Technology Selection & EPC Procurement;
  3. Compliance Planning & Regulatory Liaison;
  4. Training, Education & Strategy Development;
  5. Pipeline Interconnect Agreements;
  6. Credit Marketer Selection and Offtake Agreements; and
  7. Feedstock Analysis & Agreements.

- d. Implementation Phase (Phase III)

1. Ongoing Compliance, Record-keeping and Reporting

- i. Scope: PROVIDER shall provide overall compliance management, record keeping and reporting for the entire project on an ongoing basis.
- ii. Work Plan

1. Provide access to ecoe RIN Management software platform for RIN Generation with Help Desk and related supported services.
2. Coordinate the submission of the following reports:
  - RFS0104: RFS2 Activity Report (quarterly);
  - RFS0600: RFS2 Renewable Fuel Producer Supplement Report (quarterly);
  - RFS0801: Renewable Biomass Report (as applicable);
  - RFS0901: RFS2 Production Outlook Report (quarterly);
  - EMTS: RFS2 RIN Transaction Report (quarterly);
  - EMTS: RFS2 RIN Generation Report (quarterly);
  - Annual Attest Engagement with third party auditor;
  - Quarterly credit generation reports to the LCFS Reporting Team (LRT); and
  - Other reports that may come up as the project expands.
3. Provide a USEPA approved RIN quality program which will identify these RINs as Q-RIN for upstream credit buyers and maximum pricing (quality programs are under development by California ARB LCFS Program and are not included).
4. Three (3) year engineering review update including RIN Generation review.
5. Incorporation of additional gas contracting (registration of additional RNG production facilities and additional offtake facilitation is not included).
6. Project management and communications.

II. COUNTY shall provide any additional data/information on an as-needed basis.

III. Either party may cancel this agreement upon 90 days advance written notice.

IV. PROVIDER may assign its obligations and benefits under this agreement to another competent organization upon 60 days advance written notice to the COUNTY and written approval by COUNTY.

V. Failure to meet any of the time limits set forth in I. above shall be grounds for immediate cancellation of this Agreement by the COUNTY, and without notice.



VI. COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER'S obligations hereunder.

## **Schedule E**

- I. PROVIDER shall be paid on the basis of work completed, when completed at the following rates:
  - a. For the completion of **Schedule “D”**, para I(c), the sum of \$87,961; and
  - b. For the completion of **Schedule “D”**, para I(d), the sum of \$50,546 annually, increasing 2% per year.
- II. Rates associated with Schedule D, para I(d) may not be awarded and Work may not commence until written approval from COUNTY.
- III. Additional costs borne by PROVIDER and approved by COUNTY shall be based on rates outlined below submitted by PROVIDER on August 17, 2017.

Role	Rate (\$/hour)
Senior Regulatory Consultant	215.00
Senior Regulatory Consultant, Professional Engineer	215.00
Senior Regulatory Consultant, GHG Modeler & Carbon Analyst	215.00
Regulatory Consultant II	180.00
Project Manager II	180.00
Regulatory Consultant I	115.00
Project Manager I	115.00
Compliance Specialist	115.00
Data Analyst	90.00
Marketing	90.00
Administrative	90.00
Expenses	Rate (\$)
Mileage	0.540/mile
Tier II Cities Per Diem - Meals	45.00/day
Tier II Cities Per Diem – Lodging	115.00/day
Tier I Cities Per Diem – Meals	65.00/day
Tier I Cities Per Diem – Lodging	195.00/day
Per Diem – Transportation	95.00/day
Other Direct Expenses (printing, shipping, etc.)	1.10(Expense)
Forensic Feedstock Analysis	320.00 each
ASTM 6751 Critical Specification	300.00 each

- IV. If PROVIDER is timely with respect to all its obligations under this AGREEMENT, the COUNTY shall make payments due within 30 days of the dates of completion of PROVIDER'S obligations or of billing, as appropriate. If PROVIDER fails to meet time limits, COUNTY'S payments will be delayed an additional 30 days.

## **Schedule F**

- I. All activities under Schedule "F" para. III, IV, and V, shall be contingent on equipment procurement and installation, done under a separate contract.
- II. All activities under Schedule "D" para. I(c)(1), shall be performed before October 20, 2017. The COUNTY shall withhold the sum of \$5,000.00 due as payment hereunder until such training is received.
- III. All activates under Schedule "D" para. I(c)(3), shall be submitted to regulatory agency within 30 days of substantial completion of equipment installation. The COUNTY shall withhold the sum of \$5,000.00 due as payment hereunder until such submittal confirmation is received.
- IV. All activates under Schedule "D" para. I(c)(4), shall be submitted to regulatory agency within 120 days of fully operational system. The COUNTY shall withhold the sum of \$5,000.00 due as payment hereunder until such submittal confirmatiuon is received.
- V. After written approval from COUNTY to proceed with Phase III, the PROVIDER shall provide COUNTY with an electronic or paper copy of reports under Schedule "D", para. I(d), no later than the following dates:
  - a. Quarter 1 Reports: Draft report submitted to COUNTY no later than May 1 of reporting year (dates covered include January 1 through March 31 of reporting year). Final report submitted to regulatory agency no later than May 15 of reporting year;
  - b. Quarter 2 Reports: Draft report submitted to COUNTY no later than August 1 of reporting year (dates covered include April 1 through June 30 of reporting year). Final report submitted to regulatory agency no later than August 15 of reporting year;
  - c. Quarter 3 Reports: Draft report submitted to COUNTY no later than November 1 of reporting year (dates covered include July 1 through September 30 of reporting year). Final report submitted to regulatory agency no later than November 15 of reporting year;
  - d. Quarter 4 Reports: Draft report submitted to COUNTY no later than February 1 of following reporting year (dates covered include October 1 through December 31 of reporting year). Final report submitted to regulatory agency no later than February 15 of following reporting year; and
  - e. Annual Report: Draft report submitted to COUNTY no later than May 1 of reporting year. Final report submitted to regulatory agency no later than May 15 of following reporting year (date subject to change per EPA ruling).

The COUNTY shall withhold the sum of \$2,000.00 due as payment hereunder until such written report is received.