

Dane County Contract Cover Sheet

Revised 06/2021

Res 208
Significant

Dept./Division	Waste and Renewables		
Vendor Name	EcoEngineers	MUNIS #	26847
Brief Contract Title/Description	AWARD OF CONTRACT FOR RENEWABLE FUEL STANDARD (RFS) REPORTING AND COMPLIANCE CONSULTANT		
Contract Term	1/1/22-12/31/26		
Contract Amount	\$ 315,250.00		

Contract # Admin will assign	14486
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	Ali Rathsack	Name	Kathy MacBeth
Phone #	608-514-2319	Phone #	515-802-5566
Email	rathsack.allison@countyofdane.com	Email	kmacbeth@ecoengineers.us
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 321033
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 2429	Org: SWMETHGO	Obj: 30263	Proj:	\$ 315,250.00
	Year 2021	Org:	Obj:	Proj:	
		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)	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 208
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2021

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input 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: 2021.10.12 10:36:14 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 10/20/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, October 21, 2021 9:47 AM
To: Hicklin, Charles; Gault, David; Lowndes, Daniel; Patten (Purchasing), Peter
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14486
Attachments: 14486.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/21/2021 4:04 PM	Approve: 10/21/2021 4:05 PM
	Gault, David	Read: 10/21/2021 9:52 AM	Approve: 10/21/2021 9:53 AM
	Lowndes, Daniel		Approve: 10/21/2021 10:09 AM
	Patten (Purchasing), Peter		Approve: 10/21/2021 12:36 PM
	Stavn, Stephanie	Read: 10/21/2021 10:11 AM	
	Oby, Joe		

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

Contract #14486

Department: Waste & Renewables

Vendor: EcoEngineers

Contract Description: Contract for Renewable Fuel Standard (RFS) Reporting & Compliance Consultant (Res 208)

Contract Term: 1/1/22 – 12/31/26

Contract Amount: \$312,250.00

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
2
3 **2021 RES-208**

4 AWARD OF CONTRACT FOR
5 RENEWABLE FUEL STANDARD (RFS) REPORTING AND COMPLIANCE CONSULTANT

6 The Department of Waste & Renewables reports the receipt of proposals for Renewable Fuel
7 Standard (RFS) Reporting and Compliance Consultant at the Dane County Landfill Site No. 2,
8 Proposal No. 321033.

9
10 A complete tabulation is on file at the Department of Waste & Renewables office. The most
11 qualified proposer is:

12 EcoEngineers
13 300 E. Locust, #313
14 Des Moines, IA 50309

15
16 Total: \$315,250.00

17
18 The Waste and Renewables staff finds the amount to be reasonable and recommends the
19 proposal be awarded to EcoEngineers.

20
21 There are sufficient funds available for this project. The term of the agreement is 5 years.

22
23 **NOW, THEREFORE, BE IT RESOLVED** that a Contract be awarded to EcoEngineers in the
24 amount of \$315,250.00; and

25
26 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized
27 and directed to sign the Contract; and

28
29 **BE IT FURTHER RESOLVED** that the Department of Waste and Renewables be directed to
30 ensure complete performance of the Contract; and

31
32 **BE IT FINALLY RESOLVED** that the Public Works & Transportation Committee shall approve
33 all change orders to the Contract, subject to submission of change orders to the County Board
34 for approval where the sum involves \$20,000 or more than 10% of the original approved
35 Contract amount, whichever is smaller.

DANE COUNTY CONTRACT # 14486

Revised 06/2021



Department: Waste & Renewables
Provider: TPR Enterprises, LLC
(EcoEngineers)
Expiration Date: December 31, 2026
Maximum Cost: \$315,250.00
Registered Agent (if applicable): Kathy MacBeth
Registered Agent Address: 300 East Locust, #313
Des Moines, IA 50309

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and TPR Enterprises, LLC, d/b/a EcoEngineers (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of Renewable Fuel Standard (RFS) Reporting and Compliance Consultant; and

WHEREAS PROVIDER, whose address is 300 East Locus, #313, Des Moines, IA 50309, is able and willing to provide such services;

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 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 expressly described under this Agreement. 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 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 reasonable 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 reasonably 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 the extent applicable 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.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein, not to be unreasonably withheld, conditioned, or delayed. 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 violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement following a thirty (30) day written notice and opportunity to cure 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 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 in accordance with this Agreement to the extent of work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified 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 by PROVIDER under this Agreement, subject, however, to adjustments to such MAXIMUM COST made pursuant to a Contract Amendment signed by COUNTY and PROVIDER

VI. REPORTS:

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

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. 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. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, reasonable costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's

subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits upon 30 days' notice where County deems reasonably necessary.

1. Commercial General Liability.

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

2. Professional Liability Insurance.

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

3. Commercial/Business Automobile Liability Insurance.

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

4. Workers' Compensation.

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

5. Umbrella or Excess Liability.

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

C. Required provisions.

1. Insurer's Requirement

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

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and

vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

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

4. Cancellation Notice

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

5. Evidences of Insurance.

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

6. Sub-Contractors.

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

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

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.

XI. CIVIL RIGHTS COMPLIANCE:

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

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

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

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

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. 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.

XX. 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.

XXI. 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.


XXII. 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:

TPR Enterprises, LLC, d/b/a EcoEngineers



October 20, 2021

Shashi Menon
Chief Executive Officer

Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A Scope of Services

- I. Pursuant paragraph #1 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), the Energy Independence and Security Act (EISA), and all state and local regulations.
 - b. Ultimate service of PROVIDER is to act has Dane County’s Quality Assurance Plan (QAP) provider and qualify Dane County’s RINs as Q-RIN.
 - c. Reporting Requirements
 - i. PROVIDER shall prepare and submit to EPA, the following reports, on behalf of Dane County:

Item #	ID	Description	Frequency
1	RFS0105	RFS Activity Report	Quarterly
2	RFS0601	RFS Renewable Fuel Producer Supplemental Report	Quarterly
3	RFS0901	RFS Production Outlook Report	Annually
4	RFS2000	Batch Verification	Quarterly
5	RFS2100	Aggregate RIN Verification	Quarterly
6	RFS2200	On-Site Audit Report	Quarterly
7	RFS2300	List of Potentially Invalid RINs	Quarterly
8	RFS2400	Mass Balance	Quarterly
9	B3IIA	Site Visit	Every 200 Days
10	Title 40 CFR Part 80.1450(d)(3)	3-Year Engineering Review	Every 3 Years

- ii. PROVIDER shall provide COUNTY with an electronic copy of reports under Schedule “A”, para. I(c)(i), no later than the following dates:
 1. Quarter 1 Reports: Draft report submitted to COUNTY no later than May 25th of reporting year (dates covered include January 1 through March 31 of reporting year). Final report submitted to regulatory agency no later than June 1st of reporting year;
 2. Quarter 2 Reports: Draft report submitted to COUNTY no later than August 25th of reporting year (dates covered include April 1 through June 30 of reporting year). Final report submitted to regulatory agency no later than September 1st of reporting year;
 3. Quarter 3 Reports: Draft report submitted to COUNTY no later than November 25th of reporting year (dates covered include July 1 through September 30 of reporting year). Final report submitted to regulatory agency no later than December 1st of reporting year;
 4. Quarter 4 Reports: Draft report submitted to COUNTY no later than March 24th of following reporting year (dates covered include October 1 through December 31 of reporting year). Final report submitted to regulatory agency no later than March 31st of following reporting year; and
 5. Annual Report: Draft report submitted to COUNTY no later than May 25th of following reporting year. Final report submitted to regulatory agency no later than June 1st of following reporting year.
- d. Consulting Requirements
 - i. Provide general consultation and assistance to maintain Dane County’s RFS pathway.

- ii. Provide Dane County with updates on RFS compliance and/or reporting changes, as necessary.
 - iii. Provide Dane County with updates regarding the potential for an eRIN pathway, as necessary.
 - iv. Perform site visits and prepare submittal packages to EPA, under the guidance of a registered P.E., when amendments to the RFS pathway is necessary.
 - v. Provide general consultation for off-load stations pathway into California's Low Carbon Fuel Standard (LCFS) and/or Oregon's Clean Fuels Program (CFP).
 - vi. Provide general consulting services about components related to the RFS.
 - vii. Annual carbon intensity (CI) changes to the RNG Facility due to recently constructed projects and/or upcoming projects.
 - e. Annual Training Seminar
 - i. Provide a one (1) day training seminar for Dane County staff members to provide:
 - 1. Any RFS regulatory changes or emerging renewable credit programs (and implications to the RNG Facility),
 - 2. Opportunities to diversify Dane County's renewable energy portfolio (carbon capture credits, eRIN generation, solar renewable energy credits, GHG credits, etc.),
 - 3. Training associated with solar RECs and M-RETS use, and
 - 4. Review of Compliance Monitoring Plan and associated changes from prior year.
 - ii. Annual Training Seminar may include the following Dane County personnel; engineers, managers, operators, or financial auditors.
 - f. Compliance Monitoring Plan
 - i. Develop a compliance monitoring plan that details reporting requirements, affidavit requirements, metering and monitoring requirements, calibration and gas sampling requirements, and best management practices for maintaining compliance and record keeping under the RFS standard, Facility's RIN Generation Protocol, and M-RETS.
 - ii. Compliance monitoring plan should also include an annual audit to revise and update as necessary.
- II. COUNTY will provide any additional information as outlined in the proposal dated September 21, 2021 within 30 days after executed Contract.
- III. In accomplishing the objectives of I. above, the PROVIDER is to adhere to the concepts and provisions of its proposal dated September 21, 2021, and incorporated herein by reference.
- IV. Either party may cancel this agreement upon 90 days advance written notice.
- V. PROVIDER may assign its obligations and benefits under this agreement to another competent organization upon 60 days advance written notice to the COUNTY.
- VI. 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, following procedure in Section IV, Termination.
- VII. COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER'S obligations hereunder.

SCHEDULE B

Pricing Structure and Payment

- I. PROVIDER shall be paid on the basis of work completed, when completed at the following rates:
- a. For the completion of **RFS0105** (RFS Activity Report), the sum of \$750.00 as a fixed annual fee.
 - b. For the completion of **RFS0601** (RFS Renewable Fuel Producer Supplemental Report), the sum of \$750.00 as a fixed annual fee.
 - c. For the completion of **RFS0901** (RFS Production Outlook Report), the sum of \$750.00 as a fixed annual fee.
 - d. For the completion of **RFS2000** (Batch Verification), the sum of \$4,400.00 as a fixed annual fee.
 - e. For the completion of **RFS2100** (Aggregate RIN Verification), the sum of \$4,400.00 as a fixed annual fee.
 - f. For the completion of **RFS2200** (On-Site Audit Report), the sum of \$4,400.00 as a fixed annual fee.
 - g. For the completion of **RFS2300** (List of Potentially Invalid RINs), the sum of \$4,400.00 as a fixed annual fee.
 - h. For the completion of **RFS2400** (Mass Balance), the sum of \$4,400.00 as a fixed annual fee.
 - i. For the completion of **B3IIA** (Site Visit), the sum of \$3,200.00 as a fixed fee per visit.
 - j. For the completion of **Title 40 CFR Part 80.1450(d)(3)** (3-Year Engineering Review), the sum of \$5,000.00 as a lump sum fee.
 - k. For the completion of I(d) (Consulting Requirements), the sum of \$15,000.00 as a fixed annual fee for the first year and \$10,000.00 for subsequent years.
 - l. For the completion of I(e) (Annual Training Seminar), the sum of \$10,000.00 as a fixed annual fee with a one-time lump sum customization fee of \$5,000.00.
 - m. For the completion of I(f)(i) (Compliance Monitoring Plan, development), the sum of \$7,000.00 as a lump sum fee.
 - n. For the completion of I(f)(ii) (Compliance Monitoring Plan, annual updates), the sum of \$2,000.00 as a fixed annual fee.
 - o. For the completion of I(d)(vii) (Carbon Intensity updates / Life Cycle Analysis), the sum of \$12,000.00 as a fixed annual fee for every year besides the first contract year.

II. The table below outlines contract year and allotted costs.

Year	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Allotted Amount
2022	Annual Reporting Requirements \$27,450	Training Seminar \$10,000	Training Customization Fee \$5,000	CMP Development \$7,000	Consulting Requirements \$15,000		\$64,450
2023	Annual Reporting Requirements \$27,450	Training Seminar \$10,000	CMP Annual Updates \$2,000	LCA Annual Updates \$12,000	Consulting Requirements \$10,000		\$61,450
2024	Annual Reporting Requirements \$27,450	Training Seminar \$10,000	CMP Annual Updates \$2,000	CMP Annual Updates \$12,000	Consulting Requirements \$10,000	3-Year Engineering Review \$5,000	\$66,450

2025	Annual Reporting Requirements \$27,450	Training Seminar \$10,000	CMP Annual Updates \$2,000	CMP Annual Updates \$12,000	Consulting Requirements \$10,000		\$61,450
2026	Annual Reporting Requirements \$27,450	Training Seminar \$10,000	CMP Annual Updates \$2,000	CMP Annual Updates \$12,000	Consulting Requirements \$10,000		\$61,450
						Total	\$315,250.00

III. Additional costs borne by PROVIDER and approved by COUNTY shall be based on rates outlined below submitted by PROVIDER on September 21, 2021.

Services		
Description	Unit	Unit Price
Consulting		
Senior Regulatory Consultant - Team Lead Expertise	Hour	\$350
Senior Regulatory Consultant - Life Cycle Analyst (min. 2 hours)	Hour	\$350
Senior Regulatory Consultant	Hour	\$300
Regulatory Consultant II - Project Manager	Hour	\$220
Regulatory Consultant I	Hour	\$180
Admin / Data Analyst / Marketing	Hour	\$150
Senior Regulatory Consultant, Mobilization	Hour	\$250
Regulatory Consultant - Mobilization	Hour	\$180
Audit		
Audit Manager	Hour	\$300
Compliance Auditor - Fuel Team Lead	Hour	\$220
Compliance Auditor	Hour	\$180
Compliance Specialist	Hour	\$150
Compliance Auditor - Fuel Team Lead, Mobilization	Hour	\$180
Compliance Auditor - Mobilization	Hour	\$150
Expenses		
Description	Unit	Unit Price
Mileage	Mile	\$0.545
Tier III Cities Per Diem - Meals	Day	\$50
Tier II Cities and Airports Per Diem - Meals	Day	\$75
Tier I Cities Per Diem - Meals	Day	\$95
Tier III Cities Per Diem - Hotels	Day	\$125
Tier II Cities Per Diem - Hotels	Day	\$215
Tier I Cities Per Diem - Hotels	Day	\$300
Per Diem - Rental Car	Day	\$95
Other Direct Expense, Printing, Shipping	Each	Expenses + 10%
Forensic Feedstock Analysis	Each	\$320
ASTM 6751 Critical Spec	Each	\$300

- IV. PROVIDER shall issue an invoice upon completion of work, delivered electronically to the Waste & Renewables Project Manager. Invoices shall reference the Dane County Purchase Order (PO) number associated with the Contract.
- V. 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.