

Dane County Contract Cover Sheet

Revised 01/2022

Res 389
significant

Dept./Division	Waste & Renewables		
Vendor Name	Bassett Mechanical	MUNIS #	726
Brief Contract Title/Description	RNG PLANT - PREVENTATIVE AND EMERGENT MAINTENANCE SERVICES FOR HVAC EQUIPMENT		
Contract Term	2024-2028		
Contract Amount	\$157,096		

Contract # Admin will assign	15420
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	Kyle Klein
Phone #	608-405-2036	Phone #	608-417-0456
Email	carlson.lindsey@countyofdane.com	Email	kyle.klein@bassettmechanical.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 323039
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req # 1518	Org: SWMETHGO	Obj: 31482	Proj:	\$ 10,980.00
	Year 2024	Org: SWMETHGO	Obj: 22240	Proj:	\$ 10,000.00
		Org: SWMETHGO	Obj: 22240	Proj:	\$ 15,000.00

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 # 389
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2023

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

APPROVAL	
Dept. Head / Authorized Designee	
Welch, John	Digitally signed by Welch, John Date: 2024.03.22 12:51:06 -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: 3/22/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, March 25, 2024 11:19 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15420
Attachments: 15420.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/25/2024 7:24 PM	Approve: 3/25/2024 7:24 PM
	Patten (Purchasing), Peter		Approve: 3/25/2024 2:54 PM
	Gault, David	Read: 3/25/2024 2:16 PM	Approve: 3/25/2024 2:16 PM
	Cotillier, Joshua		Approve: 3/25/2024 12:03 PM
	Stavn, Stephanie	Read: 3/25/2024 11:20 AM	
	Oby, Joe		

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

Contract #15420
Department: Waste & Renewables
Vendor: Bassett Mechanical
Contract Description: Preventative & Emergent Maintenance Services for HVAC Equipment at RNG Plant (Res 389)
Contract Term: 4/16/24 – 12/31/28
Contract Amount: \$157,096.00

Thanks much,
Michelle

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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1
2
3 **2023 RES-389**

4 AWARD OF AGREEMENT FOR RNG PLANT HVAC PREVENTATIVE AND EMERGENT
5 MAINTENANCE SERVICES AT THE DANE COUNTY RNG PLANT

6 The Department of Waste and Renewables reports the receipt of proposals for RNG Plant
7 HVAC Preventative and Emergent Maintenance Services at the Dane County RNG Plant 7242
8 Maahic Way, Madison, Wisconsin, Public Works Proposal No. 323039.

9
10 A complete tabulation is on file at the Public Works Office.

11
12 An Agreement has been negotiated with:

13
14 Bassett Mechanical
15 1215 Hyland Ave
16 Kaukauna, Wisconsin, 54130 Total Bid: \$157,096.00

17
18 The Waste and Renewables staff finds this firm's qualifications to be reasonable and
19 recommends the Agreement be awarded to Bassett Mechanical.

20
21 There are sufficient funds available for this project.

22
23 The term of the agreement will be a two (2) year agreement with three (3) (1) year optional
24 renewals.

25
26 **NOW, THEREFORE, BE IT RESOLVED** that an Agreement be awarded to Bassett Mechanical
27 in the amount not to exceed \$157,096.00; and

28
29 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized
30 and directed to sign the Agreement; and

31
32 **BE IT FINALLY RESOLVED** that the Department of Waste and Renewables be directed to
33 ensure complete performance of the Agreement.

DANE COUNTY CONTRACT # 15420

Revised 06/2021



Department: Waste & Renewables
Provider: Bassett Mechanical
Expiration Date: December 31, 2028
Maximum Cost: \$157,096

Registered Agent (if applicable): N/A
Registered Agent Address: N/A

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Bassett Mechanical (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 maintenance for building environmental systems; and

WHEREAS PROVIDER, whose address is 4017 Owl Creek Drive, Madison, WI 53718, 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. 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 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.

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

III. ASSIGNMENT/TRANSFER:

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

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any 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.

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

V. CONFIDENTIAL INFORMATION

- A. Confidential Information. "Confidential Information" shall mean any and all information, technical data and related material disclosed or made available by the COUNTY to the PROVIDER or their officers, directors, employees, subcontractors, contractors, representatives, or agents that is (a) not generally known to the public, and (b) identified as confidential, or, to a reasonable person, would be expected to be confidential due to its character and nature, including, but not limited to: financial information or projections; contract details; costs; pricing; designs, specifications and uses of products and services; product research; trade secrets; developments; inventions; processes; equipment settings; operational parameters; facilities; engineering techniques; data, know-how, or formats; software; business and strategic plans; business opportunities; employees; and other significant and valuable business information.
- B. Disclosure to Subcontractors. PROVIDER will maintain Confidential Information in the strictest confidence and will only disclose information to the extent necessary. Prior to the limited disclosure of confidential information to subcontractors or agents, the PROVIDER shall obtain the written agreement of such subcontractors to be bound by confidentiality.
- C. Ownership of Information. All right, title and interest in and to the Confidential Information shall be and remain vested in the County. PROVIDER shall not be granted any license or right of any kind with respect to the Confidential Information, other than to use the Confidential Information for the limited purposes of the project or scope of services identified in this RFP.
- D. Disclosure Required by Law. If the PROVIDER is requested or required by law (by deposition, interrogatories, Wisconsin Open Records' request, subpoenas, civil investigative demand or similar process) to disclose any Confidential Information or the existence of negotiations between the parties, the PROVIDER shall, unless prohibited by law, promptly notify the COUNTY of such request.

VI. PROFESSIONAL RESPONSIBILITIES

Professional services performed or furnished shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code. It is the PROVIDER's sole responsibility to research and comply with all applicable City, State and other industry requirements

VII. 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.

VIII. 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.

IX. 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.

X. INSURANCE & INDEMNIFICATION:

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

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

1. Commercial General Liability.

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

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior

acts coverage” covering at all times all claims made with respect to PROVIDER’s work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

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

4. Environmental Impairment (Pollution) Liability

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

5. Workers’ Compensation.

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

6. Umbrella or Excess Liability.

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

C. Required provisions.

1. Insurer’s Requirement

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

2. Additional Insured.

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

3. Provider’s Insurance Shall be Primary

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

4. Cancellation Notice

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

5. Evidences of Insurance.

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

6. Sub-Contractors.

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

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

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:

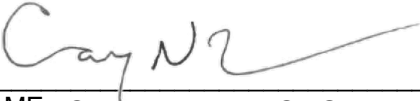
- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by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

XXV. OTHER PROVISIONS:

- 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. Any legal action against the PROVIDER relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the end of the service agreement.
- C. PROVIDER shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, forces of nature, or by any cause beyond its control.
- D. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will contractor be responsible for consequential damages.

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:



NAME Craig Lamers, CFO
TITLE
3/12/2024

Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

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

SCHEDULE A

Scope of Services

I. Overview

- A. The Dane County Department of Waste & Renewables (W&R or COUNTY) owns and operates a state of the art renewable natural gas (RNG) processing facility that converts landfill bio-gas into pipeline quality natural gas that is injected into the interstate transmission pipeline. It is located at 7242 Maahic Way, Madison, Wisconsin, USA.
- B. The services outlined in this contract are critical to safe and efficient operations of the RNG Plant, and thus critical to W&R's mission to provide environmentally-sound and sustainable waste management and renewable energy solutions for current Dane County residents and future generations. This Scope of Services is for HVAC (Heating, Ventilation, and Air Conditioning) Preventative and Emergent Service support.

II. Scope

- A. Services as outlined in the subsections below will be performed at will/request of the COUNTY. PROVIDER will provide on-going communication regarding the history of COUNTY equipment as well as current performance of the system through service reports and PROVIDER's web based reporting platform. Invoices will not be processed for payment until documentation of the service event has been obtained. Reports shall at a minimum include a summary of work performed, diagnosis of issues (if applicable), hours onsite, technician name, and any other relevant photos or information. The COUNTY reserves the right to self-perform any and all services included in this Agreement.

1. Planned Maintenance Program

- a. PROVIDER service activities will be directed and scheduled, on a regular basis, by PROVIDER's comprehensive equipment maintenance scheduling system based on manufacturers recommendations, equipment location, application, type, run time, and Service Provider's own experience. PROVIDER shall perform activities intended to extend equipment life and assure proper operating condition and efficiency. See Schedule C for details of the Preventative Maintenance Program
- b. Any alteration to, or deviation from, the Preventative Maintenance portion of Schedule C (Proposal Documents) involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at PROVIDER's rates then in effect) over the sum stated in the Preventative Maintenance portion of this Agreement.
- c. COUNTY shall permit only PROVIDER's personnel to perform the work included in the scope of the Preventative Maintenance portion of this Agreement. Should anyone other than the COUNTY or the PROVIDER's personnel perform such work, PROVIDER may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.

2. Non-Routine and Emergency Service

- a. PROVIDER shall provide on call services at COUNTY's request for non-routine and emergent services. PROVIDER shall make all commercially reasonable efforts to meet COUNTY requests for service within 1 hour of request.
- b. This Agreement covers repairs to the system(s), the provisions and installation of components and parts, and service calls requested by the COUNTY. These services will be charged for at PROVIDER'S rates then in effect.

3. Assigned Personnel and Misc. Support
PROVIDER shall have assigned primary and secondary technicians to support needs of the COUNTY. PROVIDER shall also provide COUNTY with an Assigned Project Manager (HVAC Specialist) to support ongoing, emergent, or future needs of the RNG Plant. This may include support with future planning, budgeting, system upgrades, and other project needs. All support will be at will/request of the COUNTY.

- B. COUNTY shall permit PROVIDER free and timely access to areas and equipment, and allow PROVIDER to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the PROVIDER'S normal working hours or as otherwise agreed upon by COUNTY and PROVIDER.
- C. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

III. Time, Location, and Delivery of Services and Goods

A. Location
Service shall be performed at the RNG Plant located at Dane County Department of Waste & Renewables Landfill Site #2, address 7242 Maahic Way , Madison WI 53718. Goods shall be transferred from the PROVIDER to the COUNTY at mutually agreed upon place. At COUNTY's request goods shall be delivered to the RNG Plant located at Dane County Department of Waste & Renewables Landfill Site #2, address 7242 Maahic Way, Madison WI 53718.

B. Hours of Routine and Scheduled Maintenance
Hours of routine and scheduled service shall be the normal working hours, excluding holidays, of COUNTY and PROVIDER. Such services shall be performed at a mutually agreed upon time. Normal working hours for COUNTY are Monday – Friday 7:00AM to 3:30PM CST. 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. Delivery outside of these hours will be accepted at mutually agreed upon by PROVIDER and COUNTY.

C. Hours of Emergent Services
On call emergent services requested by COUNTY shall include work performed outside of normal working hours ("off hours") or requested. PROVIDER shall make all commercially reasonable efforts to meet COUNTY requests for service within 4 hours of request. In all cases, PROVIDER shall acknowledge and provide anticipated response time within 1 hours of request for emergency service. COUNTY off hours are defined as:

After Hours:

Daily
3:30PM - 7:00AM CST

Weekend Hours:

3:30PM Friday – 7:00AM Monday CST

Holiday On-call Schedule

3:30PM day before holiday – 7:00AM day after holiday CST

IV. Other

A. Warranty
In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.

- B. Taxes
As a government entity, COUNTY is tax exempt. COUNTY shall not be billed for taxes.
- C. SDS
COUNTY shall make available to PROVIDER's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- D. PROVIDER expressly disclaims any and all responsibility and liability for the indoor air quality of the COUNTY's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the PROVIDER's work under this agreement.
- D. Hazardous Waste
PROVIDER's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, PROVIDER's sole obligation will be to notify the COUNTY of their existence. PROVIDER shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

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. Should a payment become thirty one (31) days or more delinquent, PROVIDER may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due .and payable immediately upon demand.

In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys’ fees incurred by Contractor

B. Purchase Order

COUNTY to issue a blanket PO to PROVIDER for invoicing purposes.

C. 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.

D. The COUNTY has the right to cancel this program at any time for any reason with a 30 day written notice of intent to cancel. If this action is taken, PROVIDER may invoice at the preferred prevailing time and materials rates for any work that has been done which exceeds the amount(s) previously billed not to exceed the annual agreement price.

E. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs. Increases in costs shall not exceed the union labor contract increases year by year

II. 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. This annual agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

Year	Term
1st Year	(Date of Execution) thru December 31, 2024
2nd Year	January 1, 2025 thru December 31, 2025
3rd Year	January 1, 2026 thru December 31, 2026
4th Year	January 1, 2027 thru December 31, 2027
5th Year	January 1, 2028 thru December 31, 2028

III. Schedule of Costs

Contract Term (Year)	Description of Work	Allotted Amount
2024	Preventative Maintenance	\$10,980.00
	Emergent Service (estimated)	\$10,000.00
2025	Preventative Maintenance	\$11,196.00
	Emergent Service (estimated)	\$10,000.00
2026	Preventative Maintenance	\$11,412.00
	Emergent Service (estimated)	\$10,000.00
2027	Preventative Maintenance	\$11,640.00
	Emergent Service (estimated)	\$10,000.00
2028	Preventative Maintenance	\$11,868.00
	Emergent Service (estimated)	\$10,000.00
Special Projects		\$50,000.00
2024-2028 (total)		\$157,096.00

Notes:

- 1) Operations support services as defined in Schedule A.
- 2) Allotment for Emergent Services are estimated only and may exceed \$10,000. The total over 5 years shall not exceed \$50,000 without an addendum.
- 3) The scope of services for Special Projects will be added to the contract via addendum once projects have been determined.

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)



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Partnering Together with Bassett Mechanical

HVAC Solutions

Prepared For: County of Dane

[323039: RNG Plant HVAC Preventative and
Emergent Maintenance Services](#)

7142 Maahic Way, Madison, WI 53718

Date: 12/12/2023

Kyle Klein – HVAC Maintenance Sales Manager

kyle.klein@bassettmechanical.com 608-417-0456

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Safely bringing ideas to life through responsible design, custom manufacturing, and service.



INDUSTRIAL REFRIGERATION

With one of the largest teams of in-house engineers, designers, project managers and service technicians, we have the knowledge and experience to make your project a success.



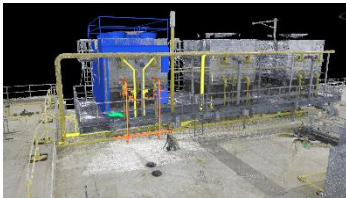
HVAC

We provide cost-effective, energy-efficient, and safe commercial and industrial HVAC solutions that are completed on time and customized to your unique facility or process needs.



PLUMBING

From retrofitting an existing system to installing a brand new one, our licensed designers, master plumbers, and skilled trades get the job done right.



CONTROLS

Controls and building automation greatly impact the efficiency and overall success of your critical system. We provide give you flexible, cost-effective solutions that fit your unique situation.



METAL FABRICATION

Specializing in unique and custom designs, we have the versatility, expertise, certifications, equipment, and manufacturing facility to bring your project to life.



SERVICE

Customizable maintenance programs and 24-hour emergency service proven to reduce costs, minimize downtime, and extend the life of your equipment.



Safety

BEHAVIOR BASED SAFETY

“Each life is valued and important and therefore we will not compromise when it comes to safety.”

-Kim Bassett, President & CEO

At Bassett Mechanical, safety is a core value of our everyday culture. Each associate participates in occupational training programs to better understand our safety best practices and how to perform their jobs without injury. But our commitment to safety goes beyond daily planning, toolbox talks, and frequent training. We want our customers, our community members, and our own Bassett Mechanical Family members to go home at night the way they arrived in the morning. We not only adhere to our customer’s safety guidelines but strive to exceed their safety expectations every chance we get.

Our Behavior Based Safety program applies the science of behavior change to real workplace situations. Behavior based safety focuses on what people do, analyzes why they do it and applies an intervention strategy to improve the process; identifying and correcting the risks and potential hazards before they occur. It also identifies possible improvements for tools, work environments, training, processes and procedures. This program focuses on risk-reducing decision making and continuous improvement. Through peer-to-peer observations and interactions this program engages associates directly with safety and helps identify risks before safety incidents occur.

Bassett Mechanical’s dedicated safety personnel are committed to maintaining our safety programs throughout the organization. We are dedicated to providing a safe and injury-free workplace, which is reflected in our safety achievements and industry leading record.

“I want a safe place for our associates so they can go home at night to their loved ones the same way they arrived in the morning.”

-Kim Bassett, President & CEO

SAFETY ACHIEVEMENTS

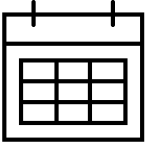
Our safety achievements have been recognized by organizations like the National Safety Council, Associated General Contractors of Wisconsin, Mechanical Contractors Association of America, Wisconsin Safety Council, and more. President and CEO, Kim Bassett, was inducted into the 2020 Wisconsin Safety Council Safety Hall of Fame and named one of 2020’s *CEO’s Who “Get It”* by the National Safety Council’s Health + Safety Magazine. Bassett Mechanical was also the recipient of the 2019 Wisconsin Safety Council Corporate Safety Award for the third consecutive year.

Year	Total Hours	OSHA Recordable Incidents	OSHA Incident Rate	Lost Time Incidents	Lost Time Incident Rate	EMR
2018	836,063	9	1.9	0	0.0	0.61
2019	802,552	10	2.7	1	0.2	0.58
2020	855,258	9	2.1	0	0.0	0.53
2021	968,970	12	2.4	1	0.2	0.75
2022	1,106,858	10	1.8	2	0.36	0.93



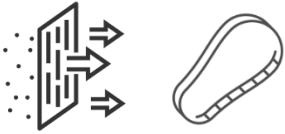
Scope of Work

Maintenance Intervals:



- Bassett will be onsite on a quarterly basis.

Filter and Belt Replacement:



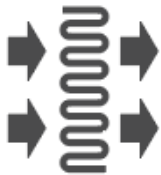
- Filters will be replaced by Bassett Mechanical and provided by Bassett Mechanical on a quarterly basis.
- Belts will be replaced by Bassett Mechanical and provided by Bassett Mechanical on an annual basis.

Lifts:



- Lift rentals are not included in the scheduled preventative maintenance portion of this agreement.

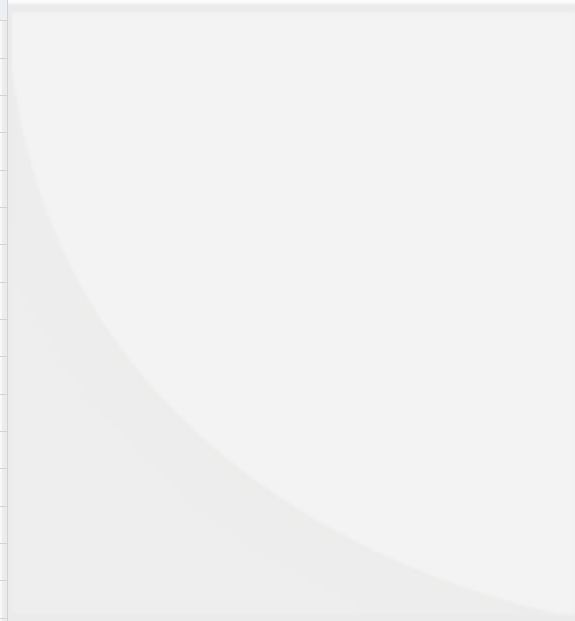
Coil Cleaning:



- Condenser coil cleaning will be done by Bassett Mechanical on an annual basis.

Inventory of Equipment

Qty	Equipment
1	Bio Ferm GC Exhaust Fan 1
1	Boiler Room Exhaust Fan
1	Boiler Room Heater
1	Caustic Room Exhaust Fan
1	CHLR 001
1	CHLR 002
1	COND 001
1	Control Room AC Unit
1	Gas Analysis Room Exhaust Fan
1	Gas Analysis Room Heater
1	GC Hut AC 1
1	GC Hut AC 2
1	GC Huts Heater 1
1	GC Huts Heater 2
1	Instrument Air Exhaust Fan
1	Instrument Air Exhaust Fan 2
1	John Zink Exhaust Fan 1
1	John Zink Exhaust Fan 2
1	MCC-East
1	MCC-South
1	MCC-West
1	Neutralization Room Heater 1
1	Neutralization Room Heater 2
1	Offload GC Exhaust Fan 1
1	Offload GC Exhaust Fan 2
1	PSA 1.1 Heater 1
1	PSA 1.1 Heater 2
1	PSA 1.1 Heater 3
1	PSA 1.2 Heater 1
1	PSA 1.2 Heater 2
1	PSA 1.2 Heater 3
1	PSA Exhaust Fan 1
1	PSA Exhaust Fan 2
1	PSA Exhaust Fan 3
1	PSA Valve Bank Heater 1
1	PSA Valve Bank Heater 2
1	PSA Valve Bank Heater 3
1	Sulfur Removal Fan
1	Sulfur Removal Fan 2
1	Sulfur Removal Heater 1
1	Sulfur Removal Heater 2
1	Sulfur Removal Heater 3
1	Sulfur Removal Heater 4

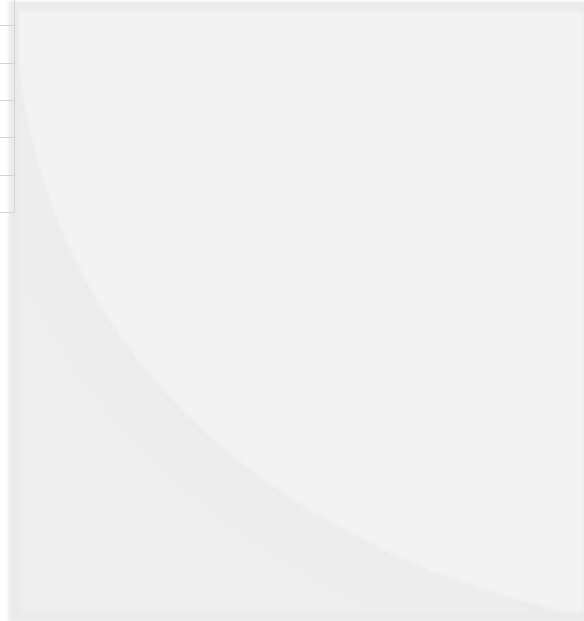


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Inventory of Equipment

1	Vacuum Pump Exhaust Fan 1
1	Vacuum Pump Exhaust Fan 2
1	Vacuum Pump Exhaust Fan 3
1	Vacuum Pump Exhaust Fan 4
1	Vacuum Pump Exhaust Fan 5
1	Vacuum Pump Exhaust Fan 6
1	VPT Exhaust Fan 1
1	VPT Exhaust Fan 2
1	Water Softener Heater



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Equipment Tasking

Scheduled maintenance inspections are performed at various times throughout the year. Tasking Sheets provide an overview of the maintenance to be performed.

FAN EXHAUST/SUPPLY W/O BELT

- Check disconnect
- Tighten electrical connections
- Inspect fan security to shaft
- Check damper operation, clean, and lubricate as needed if applicable
- Check bearings for wear
- Check motor operation
- Verify proper operation

UNIT HEATER HOT WATER

- Inspect and clean coil
- Inspect for leaks
- Inspect fan blade
- Verify operation of thermostat
- Verify proper operation

CHILLER SCREW AIR COOLED

- Inspect all wiring terminals and connectors for tightness
- Inspect contactors/starters
- Check all transformers for proper input/output voltage
- Sequence test all components
- Check that oil heaters are operating properly
- Check oil level site glass if applicable
- Inspect for oil or refrigerant leaks
- Record ambient temp
- Record compressor suction & discharge pressure- superheat - sub cooling
- Record operating amps of compressor #1 & #2
- Inspect/test the operation of all pressure and temperature controls
- Check the operation of the oil lubrication system
- Check the operation of capacity controls
- Inspect all motor mounting brackets
- Verify security of fan blade to shaft
- Record amp draw (3 hp and higher)
- Look for excessive endplay - bearing wear - proper balance and alignment
- Record fluid inlet temp and outlet temp
- Inspect condenser coil - brush as needed
- Fill out customer log book if applicable



Equipment Tasking

- Verify proper operation

CONDENSER - DRY COOLER

- Inspect all terminals and connectors
- Inspect contactors
- Visually inspect for oil/refrigerant leaks
- Inspect/test the operation of all pressure/temperature controls
- Inspect motor mounting, brackets, and bolts
- Verify security of fan blade to shaft
- Look for excessive endplay, bearing wear, proper balance, and alignment
- Inspect wiring
- Inspect condenser coil and brush as needed
- Verify proper operation
- PUMP
- Electrical Disconnect - Verify Proper Operation
- Inspect motor starter if applicable
- Tighten electrical connections if applicable
- Verify proper overload protection if applicable
- Check packing and seals for leaks
- Inspect coupling for wear and integrity if applicable
- Check pressure gauges
- Lubricate motor if applicable
- Lubricate bearing assembly if applicable
- Verify operation and flow

HEAT PUMP AIR COOLED

- Inspect all terminals and connectors
- Inspect contactors
- Check all transformers for proper input/output voltage.
- Sequence test unit thru thermostat/controls
- Check for unusual noise- vibration or excessive temperatures
- Check operation of condenser fan
- Clean cabinet as needed
- Ensure that crankcase heaters are operating properly
- Visually inspect for oil/refrigerant leaks
- Check operation of reversing valve
- Inspect condenser coils and brush as needed
- Record ambient temp
- Record compressor suction pressure, discharge pressure, superheat, sub cooling, and operating amps
- Verify proper operation



Equipment Tasking

UNIT HEATER GAS

- Inspect all terminals and connectors
- Inspect contactors
- Check all transformers for proper input/output voltage
- Sequence test all components
- Check fan for unusual noise, vibration, or excessive temperatures
- Lubricate bearings if applicable
- Clean entire cabinet
- Blow out heat exchanger as needed
- Inspect draft fan for proper operation and lubricate as needed
- Clean burners and burner compartment
- Inspect and clean pilot assemblies, igniters and sensors
- Check for gas leaks
- Inspect heat exchanger
- Inspect stacks, chimneys hoods, and flues
- Sequence test burners and all related controls
- Verify operation

AIR HANDLER - DUCTLESS

- Examine disconnect for proper operation
- Inspect electrical connections
- Record motor operating amps(3 HP and above) #1
- Inspect motor mounts
- Visual inspect for oil or refrigerant leaks if applicable
- Inspect coils
- Inspect/test the operation of all pressure and temperature controls
- Check for unusual noise - vibration or excessive temperatures
- Inspect blower wheels housings and brackets for cracks or damage
- Inspect belts/pulleys and check alignment if applicable
- Lubricate bearings as needed
- Inspect filter
- Clean condensate pan and drains if applicable
- Verify proper operation

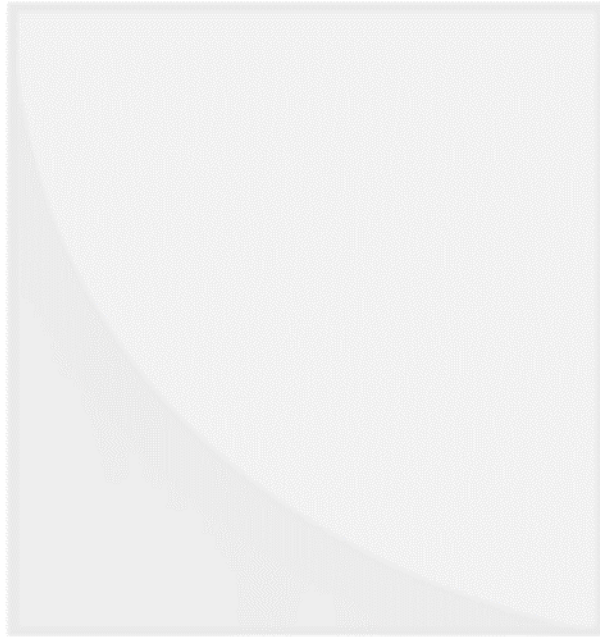
WALL UNIT W/HEAT

- Inspect all wiring terminals and connectors for tightness
- Inspect wiring of electric heat
- Record operating amps of electric heat
- Sequence test all components
- Check all fans for unusual noise or vibration
- Lubricate bearings as needed
- Inspect blower wheel housings and brackets - clean as needed



Equipment Tasking

- Visually inspect for oil or refrigerant leaks
- Inspect all coil surfaces - brush as needed
- Inspect condensate pan and drain - clean as needed
- Inspect filters
- Verify proper operation



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Certified Preventative Maintenance for Chillers

Keep Your Chiller Running at Peak Operating Efficiency 24/7

Customized maintenance tasking per manufacturer

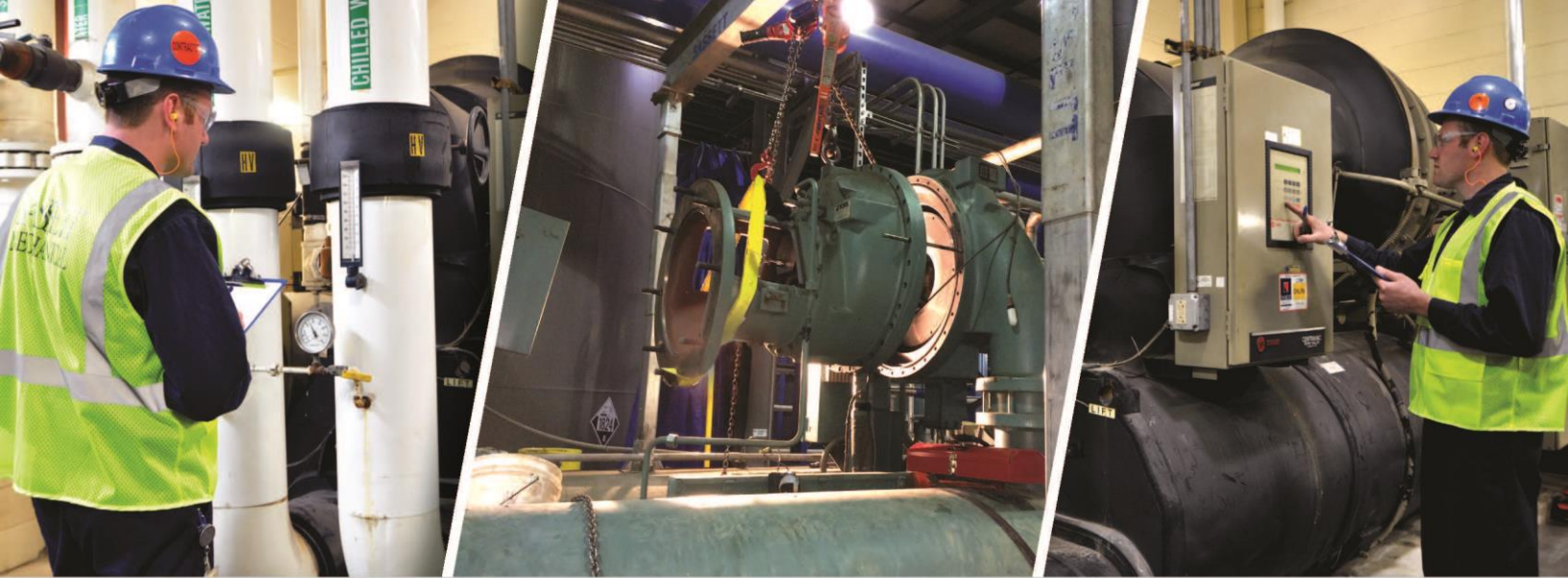
Complete vibration and oil analysis

Full system tear-downs and overhauls done on your timeline

Parts, labor and workmanship warranty

Timely response based on your immediate needs.

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ISN Network Qualified Contractor

Decrease Energy Use and Maximize Chiller Efficiency

Certified Technicians

Extensive Experience in

*Healthcare • Ethanol Manufacturing • Plastic Fabricating • Power Plants
Process Cooling Facilities • Government Buildings • Food Processing
Critical Data Storage Centers • Pulp & Paper Manufacturing • Schools • Marine*

REDUCE OPERATING COSTS AND AVOID UNEXPECTED DOWNTIME WHILE MAXIMIZING THE RETURN ON YOUR CHILLER INVESTMENT.

From start-up to predictive maintenance to refurbishment and rebuilds, Bassett Mechanical can evaluate, diagnose and service chillers from any manufacturer. Bassett Mechanical's expert technicians can design a customized maintenance plan to optimize efficiency and extend the life of your chiller.

Service Offerings

- Factory-trained technicians for major manufacturers
- Nearly 100 service technicians throughout Wisconsin
- More than 20 engineers and designers and over 18 project managers on staff for complex projects and future growth
- Customized preventative maintenance programs to minimize downtime
- Complete Bassett refrigerant tracking program for EPA compliance
- Dedicated chiller support team
- Timely emergency service and repairs
- HVAC design-build and service
- PLC Controls
- Equipment overhaul services
- Customized fabrication in Bassett's 268,000 sq. ft. manufacturing facility
- Eddy current testing
- Part Sales

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Design. Fabricate. Install. Service.

From idea to implementation and beyond. We are your partner to ensure your project will be successful each step of the way. We listen to your unique situation and challenges, and provide customized solutions that fit your needs today and into the future. We are invested in your success.

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Headquarters

1215 Hyland Ave.
Kauakauna, WI 54130



Milwaukee

W136 N4829 Campbell Drive
Menomonee Falls, WI 53051



Madison

4017 Owl Creek Drive
Madison, WI 53718



Wausau

4403 Stewart Ave. Suite B
Wausau, WI 54401



Rochester, MN

570 Highpoint Dr, NE
Byron, MN 55920

www.BassettMechanical.com | (800) 236-2500



Creating Customers for Life®

MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Company

Bassett Mechanical
4017 Owl Creek Drive
Madison, WI

Proposal Date: 12/12/2023

Proposal Number: P02782

Agreement Number:

Ph: 920-462-1933

Fax: 920-759-2525

Bill To Identity	Agreement Location
Dane County Waste and Renewables – RNG Plant 7142 Maahic Way, Madison, WI 53718	Dane County Waste and Renewables – RNG Plant 7142 Maagic Way, Madison, WI 53718
Attn: Michael Wyrick & Lindsey Carlson	Attn: Michael Wyrick & Lindsey Carlson

Bassett Mechanical will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Planned Maintenance (Quarterly - CPMII) **SCHEDULES:** *Equipment Schedule

Agreement coverage will commence on **1/1/2024**.

The Agreement price is **\$10,980.00 per year**, payable in advanced installments of **\$2,745.00 per Quarter** beginning on the effective date of **1/1/2024** through **12/31/2028**.

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

Company

Signature (Authorized Representative)

Kyle Klein

Name (Print)

HVAC Maintenance Sales Manager

Title

12/12/2023

Date

Date

Customer

Signature (Authorized Representative)

Name (Print)

Title

Date

PO #



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Planned Maintenance (CPMII) Program

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience.

COMPLETE PROFESSIONAL MAINTENANCE: Comprehensive maintenance program with computerized tasking to ensure the highest standards are followed, reducing breakdowns, providing equipment reliability, and helping to extend the life of your equipment.

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities could include:

*TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.

*INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities could include:

*CLEANING coil surfaces; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.

*ALIGNING belt drives; drive couplings; coil fins, etc.

*CALIBRATING safety controls; temperature and pressure controls, etc.

*TIGHTENING electrical connections; mounting bolts; refrigerant piping fittings; damper sections, etc.

*ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

*LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

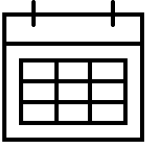
PRIMARY TECHNICIAN: An assigned primary and secondary technician for your facility.

ASSIGNED PROJECT MANAGER: An Assigned HVAC Specialist to assist you with future planning, budgeting, system upgrades and current project needs.

DOCUMENTATION: On-going communication regarding the history of your equipment as well as current performance of the system thru service reports and Bassett's web based reporting platform.

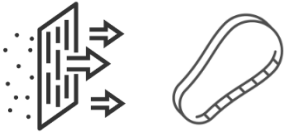
Scope of Work

Maintenance Intervals:



- Bassett will be onsite on a quarterly basis.

Filter and Belt Replacement:



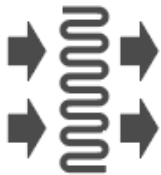
- Filters will be replaced by Bassett Mechanical and provided by Bassett Mechanical on a quarterly basis.
- Belts will be replaced by Bassett Mechanical and provided by Bassett Mechanical on an annual basis.

Lifts:



- Lift rentals are not included in the scheduled preventative maintenance portion of this agreement.

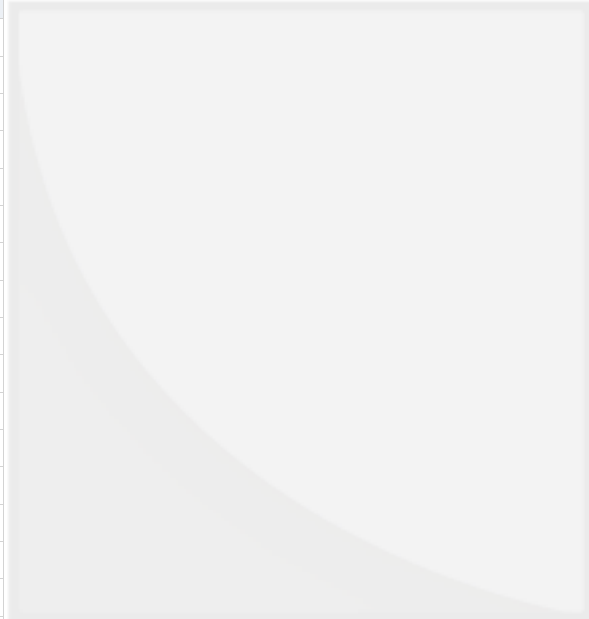
Coil Cleaning:



- Condenser coil cleaning will be done by Bassett Mechanical on an annual basis.

Inventory of Equipment

Qty	Equipment
1	Bio Ferm GC Exhaust Fan 1
1	Boiler Room Exhaust Fan
1	Boiler Room Heater
1	Caustic Room Exhaust Fan
1	CHLR 001
1	CHLR 002
1	COND 001
1	Control Room AC Unit
1	Gas Analysis Room Exhaust Fan
1	Gas Analysis Room Heater
1	GC Hut AC 1
1	GC Hut AC 2
1	GC Huts Heater 1
1	GC Huts Heater 2
1	Instrument Air Exhaust Fan
1	Instrument Air Exhaust Fan 2
1	John Zink Exhaust Fan 1
1	John Zink Exhaust Fan 2
1	MCC-East
1	MCC-South
1	MCC-West
1	Neutralization Room Heater 1
1	Neutralization Room Heater 2
1	Offload GC Exhaust Fan 1
1	Offload GC Exhaust Fan 2
1	PSA 1.1 Heater 1
1	PSA 1.1 Heater 2
1	PSA 1.1 Heater 3
1	PSA 1.2 Heater 1
1	PSA 1.2 Heater 2
1	PSA 1.2 Heater 3
1	PSA Exhaust Fan 1
1	PSA Exhaust Fan 2
1	PSA Exhaust Fan 3
1	PSA Valve Bank Heater 1
1	PSA Valve Bank Heater 2
1	PSA Valve Bank Heater 3
1	Sulfur Removal Fan
1	Sulfur Removal Fan 2
1	Sulfur Removal Heater 1
1	Sulfur Removal Heater 2
1	Sulfur Removal Heater 3
1	Sulfur Removal Heater 4

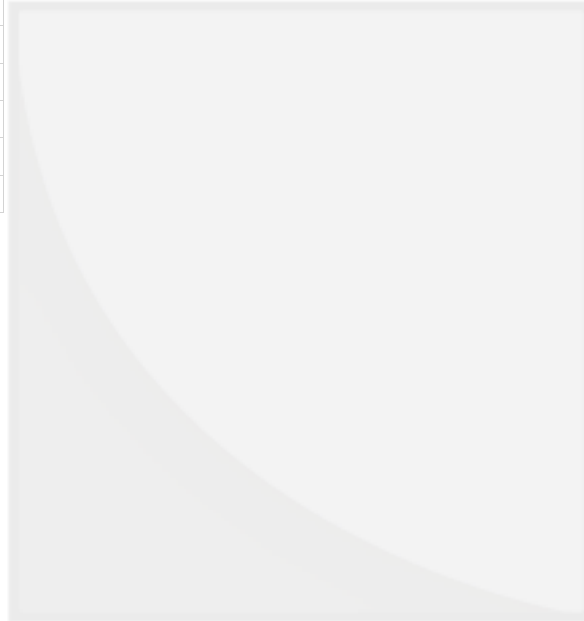


ASSETT
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Inventory of Equipment

1	Vacuum Pump Exhaust Fan 1
1	Vacuum Pump Exhaust Fan 2
1	Vacuum Pump Exhaust Fan 3
1	Vacuum Pump Exhaust Fan 4
1	Vacuum Pump Exhaust Fan 5
1	Vacuum Pump Exhaust Fan 6
1	VPT Exhaust Fan 1
1	VPT Exhaust Fan 2
1	Water Softener Heater



Special Provision - Multi-Year Agreement:



- Year 1 - 1/01/2024 - 12/31/2024 = \$10,980.00
- Year 2 - 1/01/2025 - 12/31/2025 = \$11,196.00 (2% Increase)
- Year 3 - 1/01/2026 - 12/31/2026 = \$11,412.00 (2% Increase)
- Year 4 - 1/01/2027 - 12/31/2027 = \$11,640.00 (2% Increase)
- Year 5 - 1/01/2028 - 12/31/2028 = \$11,868.00 (2% Increase)

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▪ METAL FABRICATING ▪ SERVICE

