

# Dane County Contract Cover Sheet

RES 272  
Significant

<b>Dept./Division</b>	Dane County Waste & Renewables
<b>Vendor Name</b>	O6 Environmental Services, Inc.
<b>Vendor MUNIS #</b>	31300
<b>Brief Contract Title/Description</b>	Agreement for Biodesulfurization Tower Cleaning and Waste Disposal
<b>Contract Term</b>	1/31/2021
<b>Total Contract Amount</b>	\$ 278,000.00

<b>Contract #</b> <small>Admin will assign</small>	<b>14164</b>
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

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

MUNIS Req.	Org Code	SWMETHGO	Obj Code	22399	Amount	\$ 278,000.00
<b>Req #</b>	Org Code		Obj Code		Amount	\$
<b>Year</b>	2020	Org Code	Obj Code		Amount	\$

<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					<b>Res #</b>	272
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					<b>Year</b>	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11/9/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Roxanne Wienkes	<b>Name</b>	Cody Lonas
<b>Phone #</b>	608-509-6681	<b>Phone #</b>	314-862-6671
<b>Email</b>	wienkes.roxane@countyofdane.com	<b>Email</b>	cody.lonas@o6env.com
<b>Address</b>	1919 Alliant Energy Center Way Madison, WI 53713	<b>Address</b>	6311 Bartner Industrial Drive, St. Louis, Missouri, 63130

Certification:	
The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input checked="" type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	Signature	Date
	Printed Name	
	John Welch	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	Signature	Date
	<i>Greg Brockmeyer</i>	11/10/20
	Comments	
<b>Corporation Counsel</b>	Signature	Date
	<i>David Gault</i>	11/10/20
	Comments	

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, November 10, 2020 9:03 AM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie  
**Subject:** Contract #14164  
**Attachments:** 14164.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 11/10/2020 9:16 AM	Approve: 11/10/2020 9:19 AM
	Patten (Purchasing), Peter		Approve: 11/10/2020 9:05 AM
	Gault, David	Read: 11/10/2020 9:35 AM	Approve: 11/10/2020 9:37 AM
	Lowndes, Daniel	Read: 11/10/2020 9:05 AM	Approve: 11/10/2020 9:06 AM
	Stavn, Stephanie		

Contract #14164  
Department: Dept of Waste & Renewables  
Vendor: O6 Environmental Services Inc  
Contract Description: Agreement for Biodesulfurization Tower Cleaning & Waste Disposal (Res 272)  
Contract Term: 11/19/20 – 1/31/21  
Contract Amount: \$278,000.00

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

*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

AGREEMENT CONTRACT FOR  
BIODESULFURIZATION TOWER CLEANING AND WASTE DISPOSAL

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

Prior to being introduced into the natural gas pipeline, the hydrogen sulfide (H<sub>2</sub>S) must be removed. The primary system used to remove H<sub>2</sub>S is a set of desulfurization towers which utilize a bacteria to consume the H<sub>2</sub>S and convert it into sulfuric acid and elemental sulfur. Overtime, the sulfur can build up in the tower and needs to be removed.

The Department of Waste & Renewables staff have substantially completed the cleaning of the first tower after over 6 weeks of work. To return these towers to normal operations as soon as reasonably possible and to prevent damage and further expenses that could occur due to cold temperatures, the Department of Waste & Renewables has solicited professional expertise for assistance with cleaning the second tower. Until the system can return to normal operations, Department of Waste & Renewables is utilizing a more costly H<sub>2</sub>S removal technology.

O6 Environmental Services, Inc. has the unique professional expertise, certifications, and availability to meet the project timeline and clean the second tower in a safe and effective manner.

**NOW, THEREFORE, BE IT RESOLVED** that O6 Environmental Services, Inc. and Dane County Waste & Renewables wish enter into an Agreement for Biodesulfurization Tower Cleaning and Waste Disposal. Total Contract Amount: \$278,000.00; and

**BE IT FURTHER RESOLVED** that the Personnel and Finance Committee approves a waiver of bid requirements for the contract; and

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

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



**# of Pages Including Schedules:**

**Expiration Date:** January 31, 2021

**Authority:** Res. # , 18-19

**Department:** Waste & Renewables

**Maximum Cost:** \$278,000

**Registered Agent:**

**Registered Agent Address:**

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and O6 Environmental Services, Inc. (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, desires to purchase services from PROVIDER for the purpose of cleaning of a Biological Desulfurization Tower; and

**WHEREAS** PROVIDER, whose address is 6311 Bartmer Industrial Drive, St. Louis, Missouri 63130 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. 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 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.

**III. ASSIGNMENT/TRANSFER:**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that 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.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, 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.

**VI. REPORTS:**

PROVIDER agrees to make such reports as are required. 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 is Agreement.

**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:**

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. 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.

**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 list DANE COUNTY as an Additional Insured.

**Commercial/Business Automobile Liability.**

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Environmental Impairment (Pollution) Liability**

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.

Workers' Compensation.

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

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. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- 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. MISCELLANEOUS:**

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

**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:**

*Cody Lonas*  
Cody Lonas, Project Manager

11/5/2020  
Date Signed

*Dan Giesler*  
Dan Giesler, President

11/5/2020  
Date Signed

\* \* \*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi, Dane County Executive

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

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

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

**Schedule A**  
**SCOPE OF WORK**

1. TOWER CLEANING

- A. Mobilization will occur as soon as possible but no later than 7 working days after the execution of this Agreement unless approved by the COUNTY.
- B. PROVIDER will utilize a high-volume water blaster to remove sulfur sludge and plastic media from one of the COUNTY's biological desulfurization tower, Tower 2.
- C. PROVIDER will provide HAZWOPER trained personnel to clean scrubbing tower.
- D. PROVIDER will perform the work in a manner that prevents damage to the tower and surrounding equipment. All efforts will be taken to control the release of material from the work area. Any spills or releases that occur as a result of PROVIDER activities will be addressed immediately by the PROVIDER.
- E. PROVIDER will perform all work consistent with industry standards and relevant safety, environmental, and other applicable regulations.
- F. WASTE STREAM 1 (solid waste): Once removed from the tower, the PROVIDER will place the sludge and media in a roll off container. Material will be solidified and prepared for disposal.
- G. WASTE STREAM 2 (liquid waste): Liquid waste will be pumped into frac tanks, supplied by the PROVIDER, and the liquid will be treated so that it can be discharged at the local water treatment plant, Madison Metropolitan sewerage District (MMSD). Solids (plastic and sludge) will be removed from the liquid waste to the extent possible and the pH will be between a range of 5 and 11 SU prior to transport to MMSD.
- H. COUNTY will supply neutralization solution (sodium hydroxide 50% solution) as needed to raise the pH of the waste products.
- I. COUNTY will supply fresh water and temporary 6,000 gallon storage tank for fresh water storage.
- J. COUNTY will provide assistance, within reason, to accommodate PROVIDER's access to equipment, materials and supplies.

## 2. DISPOSAL

- A. PROVIDER will provide all labor and equipment to dispose of WASTE STREAM 1 (solid waste) at an off-site Subtitle C landfill or alternative location approved by the COUNTY. WASTE STREAM 1 includes the material previously removed by the COUNTY from Tower 1.
- B. PROVIDER will profile, manifest, and gain any necessary approvals for disposal of WASTE STREAM 1 (solid waste).
- C. COUNTY reserves the right to dispose of the solid waste at the Dane County Landfill (onsite) if desired and it is suitable for disposal in a municipal solid waste landfill. Discount as outlined in Schedule B will be provided.
- D. PROVIDER will perform all work consistent with industry standards and relevant safety, environmental, DOT, and other applicable regulations.
- E. COUNTY will profile, obtain approval, and pay for disposal of WASTE STREAM 2 (liquid waste) at MMSD.
- F. PROVIDER will transport WASTE STREAM 2 (liquid waste) to MMSD for disposal. COUNTY reserves the right to coordinate transport of WASTE STREAM 2.

**Schedule B  
Cost and Payment**

1. Cleaning the towers will be charged as follows based on actual quantities and time spent:

<b>ITEM</b>	<b>UNIT COST</b>	<b>QTY</b>	<b>COST</b>
Mobilization/Demobilization	\$4,500/each	2	\$9,000
Hydroblasting	\$11,500/day	4	\$46,000
Labor and Equipment	\$5,500/day	7	\$38,500
Frac Tank	\$1,500/month/tank	4	\$6,000
Frac Tank mobilization/demobilization	\$550/ each	2	\$1,100

2. Disposal for WASTE STREAM 1 (solid waste) will be charged at a rate of \$1,100 per ton. It is estimated that 150 tons of sludge and media will need to be removed from the towers.
3. If Dane County elects to dispose of any or all of WASTE STREAM 1 (solid waste) in the Dane County Landfill, disposal will be charged at a rate of \$275 per ton.
4. Transportation of WASTE STREAM 2 (liquid waste) will be charged at a rate of \$0.25 per gallon. It is estimated that approximately 50,000 gallons of liquid waste will be generated.
5. The maximum amount the Provider will be paid is \$278,000.
6. Payment for Disposal will occur once all materials have been removed from the site. Invoice shall include shipping documentation and disposal manifests.
7. Invoices shall be submitted to [waste-invoices@countyofdane.com](mailto:waste-invoices@countyofdane.com)
8. 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.