

Dane County Contract Cover Sheet

Dept./Division	Dane County Waste and Renewables
Vendor Name	BioFerm Services LLC
Vendor MUNIS #	29838
Brief Contract Title/Description	AMENDMENT NO. 1 OF AGREEMENT NO. 13802, PROJECT NO. 316039-BIOFERM AND DANE CTY WISH TO TRANSITION TO DANE CTY PERFORMING OPERATION & MAINT. OF THE BIOGAS CLEANING PLANT
Contract Term	
Total Contract Amount	\$ 613,213.00

Contract # <small>Admin will assign</small>	13802A
Addendum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input checked="" 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 type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input checked="" type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	316039
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)		
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	SWMETHGO	Obj Code	31761	Amount	\$ 613,213.00
Req #	2589	Org Code	Obj Code		Amount	\$
Year	2020	Org Code	Obj Code		Amount	\$

Resolution	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.						
	<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.					Res #	270
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2020

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

Dane County Dept. Contact Info		Vendor Contact Info	
Name	John Welch	Name	Nadeem Afghan
Phone #	608-516-4154	Phone #	608-467-5523
Email	WELCH@COUNTYOFDANE.COM	Email	nafghan@biofermenergy.com
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	3 Point Place, Ste. 100 Madison, WI 53719

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. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

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

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	11/12/20
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	11/12/20
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, November 12, 2020 9:09 AM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel; Patten (Purchasing), Peter
Cc: Stavn, Stephanie
Subject: Contract #13802A
Attachments: 13802A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/12/2020 9:15 AM	Approve: 11/12/2020 9:17 AM
	Clow, Carolyn		Approve: 11/12/2020 9:28 AM
	Gault, David	Read: 11/12/2020 9:10 AM	Approve: 11/12/2020 9:12 AM
	Lowndes, Daniel	Read: 11/12/2020 12:56 PM	Approve: 11/12/2020 12:56 PM
	Patten (Purchasing), Peter		
	Stavn, Stephanie	Read: 11/12/2020 10:00 AM	

Contract #13802A

Department: Waste & Renewables

Vendor: BioFerm Services LLC

Contract Description: Agreement to Transition to Dane County Performing Operation & Maintenance of Biogas Cleaning Plant (Res 270)

Contract Term: 12/1/20 – 12/31/2030

Contract Amount: \$3,400,000.00

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

AMENDMENT NO. 1 OF AGREEMENT NO. 13802, PROJECT NO. 316039-BIOFERM
AND DANE COUNTY WISH TO TRANSITION TO DANE COUNTY PERFORMING
OPERATION AND MAINTENANCE OF THE BIOGAS CLEANING PLANT

Dane County ("COUNTY") awarded contract #13802 ("Agreement") to BIOFerm Services LLC ("OPERATOR"), on October 1, 2019 for operation and maintenance of the Biogas Cleaning Plant at the Dane County Landfill site.

WHEREAS OPERATOR and COUNTY wish to transition to COUNTY performing operation and maintenance of the Plant; and

WHEREAS OPERATOR agrees to train COUNTY personnel in the operation and maintenance of the Plant; and

WHEREAS the total cost for this agreement amendment will be \$613,323.00.

NOW, THEREFORE, BE IT RESOLVED that the County Executive and the County Clerk be authorized and directed to sign the amended Agreement; and

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

COUNTY OF DANE
OPERATION AND MAINTENANCE AGREEMENT
AMENDMENT NO. 1 OF AGREEMENT

Date: _____
Project No.: 316039
Agreement No.: 13802A

THIS AGREEMENT is between the County of Dane, by its Department of Waste & Renewables, hereinafter referred to as “COUNTY” or “OWNER”, and BIOFerm Services, LLC, a Wisconsin limited liability company, herein referred to as “OPERATOR”.

WITNESSETH

WHEREAS, COUNTY owns an environmentally beneficial biogas cleaning plant (the “Plant”) located at the Dane County Landfill Site # 2 (hereafter the “Landfill”), 7102 U.S. Highway 12 & 18, Madison, Wisconsin (hereafter the “Site”);

WHEREAS, OPERATOR and COUNTY, by a separate document, Operation and Maintenance Agreement No. 13802 (hereafter, “Agreement”), did on October 1, 2019 enter into a contractual relationship pursuant to which OPERATOR provides operation and maintenance of the Plant; and

WHEREAS, OPERATOR and COUNTY wish to transition to COUNTY performing operation and maintenance of the Plant; and

WHEREAS, OPERATOR agrees to train COUNTY personnel in the operation and maintenance of the Plant;

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 hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Agreement shall remain in full force and effect unchanged in any manner by this Amendment except as changes are expressly set forth herein. This Amendment shall control only to the extent of any conflict between the terms of the Agreement and this Amendment.
2. The following Sections of the Agreement are amended as follows:
 - A. Section 3.1 – Add: OPERATOR shall also train COUNTY personnel in the operation and maintenance of the Plant.
 - B. ADD Section 3.7 - Records and Data. During the training period and at the end of the Term, OPERATOR shall provide OWNER with all operating and maintenance records and data to the extent necessary for OWNER to operate and maintain the Plant. If OWNER desires information that is not available, OPERATOR shall provide a quote to OWNER to prepare additional information.
 - C. ADD: Section 4.8 OWNER shall provide competent and suitably qualified personnel to assist OPERATOR with performance of the Services of the agreement, as outlined in Section 3.1, including all services in Exhibit C.
 - D. DELETE Sections 5.3(a), 5.3(b), 5.4, and 5.5.

E. DELETE Sections 6.1(a), 6.1(b), and 6.1(c). and REPLACE with:

6.1 Fixed O&M Fee and Not to Exceed O&M Fee.

- (a) During the Term, OWNER shall pay to OPERATOR a fixed fee based on Exhibit B, Revised 11/5/2020 Total for the operation and maintenance of the Plant (“Fixed O&M Fee”), subject to adjustment for the actual number of Labor – Operations hours provided by OPERATOR.
- (b) During the Term, OWNER shall pay to OPERATOR a fee for additional services described in Exhibit B, Revised 11/5/2020, as a total cost not to exceed \$405,375, unless an amount, and a description of services to be provided, is modified in writing by the parties. The fee of \$405,375 is based on Exhibit B, Revised 11/5/2020 and pertains to the operation and maintenance of the Plant (“Not to Exceed O&M Fee”). The Not to Exceed O&M Fee shall be paid for actual costs of services provided by OPERATOR., as described in Exhibit B and invoiced from time-to-time by the OPERATOR to the OWNER. Compensation for these additional services or other services must be requested by OPERATOR and approved by OWNER prior to proceeding with Work. Only the work described in, Exhibit B, Revised 11/5/2020 and the Compensation called for therein shall be covered by this Operation and Maintenance Agreement Amendment No. 1 of Agreement, unless a written agreement is executed by and between the parties identifying the additional services the OPERATOR is to complete for the OWNER and the consideration to be paid for such additional services.
- (c) OWNER shall pay the Fixed O&M Fee and the Not to Exceed O&M Fee to OPERATOR on a monthly basis.

F. DELETE Section 7.1 and REPLACE with:

Section 7.1 Term. The term of this Agreement shall expire on June 30, 2021 (the “Term”).

G. DELETE Section 8.2(b).

3. Exhibit B

DELETE Exhibit B and REPLACE it with Exhibit B, Revised 11/5/2020.

4. Exhibit K

DELETE Sections 2 and 3 on Exhibit K.

IN WITNESS WHEREOF, COUNTY, VENDOR, and NEW VENDOR have executed this Amendment as of the above date.

BIOFerm Services, LLC

 11-11-2020

Nadeem Afghan, Managing Member

Date

COUNTY OF DANE

Joseph T. Parisi, County Executive

Date

Exhibit B Revised 11/5/2020

Item Number	Task	Addendum Term Fixed Fee Contract Amount	Addendum Term Additional Services - Total Cost Not to Exceed ⁽¹⁾	DC Proposed Text
1	H2S Polishing Media Change-out	-	-	Change outs will be performed by Bioferm in coordination with Dane County. Dane County will supply purge gasses and all equipment and labor necessary to remove and refill media vessels. Bioferm will purge vessels and manage controls and process flow. Bioferm will train Dane County on all aspects of media change out process. Dane County may purchase H2S media (40% or 80% style media) from BIOFerm as a reimbursable consumable product.
2	VOC Media Change-out	-	-	Change outs will be performed by Bioferm in coordination with Dane County. Dane County will supply purge gasses and all equipment and labor necessary to remove and refill media vessels. Bioferm will purge vessels and manage controls and process flow. Bioferm will train Dane County on all aspects of media change out process. Dane County may purchase VOC media from BIOFerm as a reimbursable consumable product.
3	Biological Desulphurization Fertilizer	-	-	Fertilizer consumption and usage will be tracked by Bioferm. Fertilizer will be purchased by Dane County upon request from Bioferm.
4	Maintenance	-	-	Bioferm will plan, coordinate, and track scheduled maintenance as outlined in Exhibit F. Bioferm will communicate the need for scheduled maintenance in advance. Dane County will contract with vendors directly. Bioferm will submit all records from the service to Dane County.
5.1	Labor - Operations	136,024	36,000	Includes two (2) full-time operators for a total of 347 hours per month from December 1, 2020 to June 30, 2021. If Bioferm is unable to provide 347 hours of operator time, advanced notice will be given to Dane County and the monthly billing will be reduced to reflect the actual number of hours spent on the project. Additional hours beyond 347 hours per month must be approved by Dane County in advance in writing. Additional hours for operators (only operators) would be billed at \$100 per hour.
5.2	Labor - Engineer Consulting	-	77,500	Additional services for engineering support to be approved in advance by Dane County and includes up to 500 hours at \$155 per hour, per the rate listed in Exhibit M of the Agreement dated 10/9/2019.
6	24/7 Monitoring	9,917	-	Prorated to be 7/12ths of a full contract year. Bioferm and Dane County will monitor the system 24/7 and coordinate response to after hour alarms and shutdowns. Physical availability to respond to the site shall not be guaranteed.
7	General Operational Overhead	20,417	10,800	Prorated to be 7/12ths of a full contract year. Additional services for administrative assistance to be approved in advance by Dane County and includes up to 200 hours at \$54 per hour, per the rate listed in Exhibit M of the Agreement dated 10/9/2019.
	Equipment / Consumables	-	200,000	Dane County will assume purchasing responsibility to the extent possible for consumables, spare parts, and equipment by December 1, 2020. Allowance provided for equipment and consumables for which Bioferm is a vendor (VPT oil and parts, H2S media, VOC media, etc.) and for emergency equipment or supplies.
8	BIOFerm Adder (20% Profit Margin)	41,590	81,075	
	TOTAL	207,948	405,375	Total amount not to exceed
		29,707	TBD - Actual Not to Exceed	Monthly billing

Additional notes to the amendment

⁽¹⁾ Additional services to be billed on a time and materials basis. All services shall be approved in advanced by Dane County and supported by adequate documentation including advanced approval granted by Dane County, invoices, and summary of the scope of work completed.