

Dane County Contract Cover Sheet

Dept./Division	Dane County Waste and Renewables
Vendor Name	Loci Controls Inc.
Vendor MUNIS #	30259
Brief Contract Title/Description	Award of Agreement for Remote Monitoring and Control System for Landfill Gas
Contract Term	Expiration date 12/31/2024
Total Contract Amount	\$ 1,739,381.00

Contract # <small>Admin will assign</small>	13975
Addendum	<input type="checkbox"/> Yes <input checked="" 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 #	120018
	<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	22399	Amount	\$ 1,739,381.00
Req #	1342	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 #	571
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>mg</i>	Received by DOA	3/25/20		
<i>ck</i>	Controller		3/25/20	approval via email
<i>mr</i>	Purchasing		3/25/20	approval via email
<i>dg</i>	Corporation Counsel		3/25/20	approval via email
<i>dl</i>	Risk Management		3/25/20	approval via email
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Roxanne Wienkes	Name	Tom Lindsay
Phone #	608-509-6681	Phone #	508-404-8627
Email	wienkes.roxanne@countyofdane.com	Email	tom@locicontrols.com
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	99 South Main Street, Ste. 310 South River, MA 02721

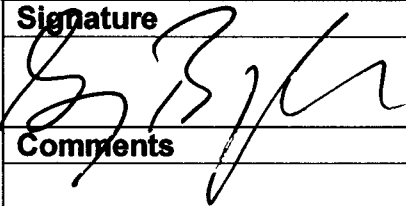

Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract	
Dept. Head / Authorized Designee	Signature
	Printed Name
	Roxanne Wienkes

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		3.27.20
Corporation Counsel	Signature	Date
		3/26/20

1 **2019 RES-571**

2
3 **AWARD OF AGREEMENT FOR REMOTE MONITORING AND CONTROL SYSTEM FOR**
4 **LANDFILL GAS**

5
6 The Department of Waste and Renewables reports the receipt of proposals for Remote
7 Monitoring and Control System for Landfill Gas, 7102 U.S. Hwy 12&18, Madison, WI, Waste &
8 Renewables Proposal No. 120018.

9
10 A complete tabulation is on file at the Department of Waste and Renewables Office.

11
12 An Agreement has been negotiated with:

13
14 Loci Controls, Inc.
15 99 South Main Street, Ste. 310
16 Fall River, MA 02721

17 Total: \$364,150.00 in year 1
18 \$356,277.00 in year 2
19 \$366,965.31 in year 3
20 \$377,974.27 in year 4
21 \$389,313.50 in year 5

22
23 The Waste and Renewables staff finds the amount to be reasonable and recommends the
24 Agreement be awarded to Loci Controls, Inc.

25
26
27 **NOW, THEREFORE, BE IT RESOLVED** that an Agreement be awarded to Loci Controls, Inc. in
28 the amount of \$364,150.00; and

29
30 **BE IT FURTHER RESOLVED** that the 2020 operating budget be amended to increase
31 expenditure account SWMETHGO 22399 Site #2 Operations by \$364,150.00 and increase
32 revenue account SWMETHGO 83955 Pipeline Gas Revenue by \$400,000.00

33
34 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized
35 and directed to sign the Agreement; and

36
37 **BE IT FINALLY RESOLVED** that the Department of Waste and Renewables be directed to
38 ensure complete performance of the Agreement.

**DANE COUNTY
POLICY AND FISCAL NOTE**

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update	Substitute No. _____
Sponsor: Dave Ripp		Resolution No. <u>2019 RES-571</u>
Vote Required:		Ordinance Amendment No. _____
Majority	Two-Thirds <input checked="" type="checkbox"/>	

Title of Resolution or Ord. Amd.:

AUTHORIZING THE PURCHASE OF LAND IN THE TOWN OF COTTAGE GROVE AND ADDITIONAL GENERAL OBLIGATION BONDS TO FINANCE THE PURCHASE

Policy Analysis Statement:

Brief Description of Proposal -

The Department of Waste and Renewables reports the receipt of proposals for Remote Monitoring and Control System for Landfill Gas, 7102 U.S. Hwy 12&18, Madison, WI, Waste & Renewables Proposal No. 120018.

Current Policy or Practice -

Contracts of this amount require County Board approval

Impact of Adopting Proposal -

Project will move forward

Fiscal Estimate:

<u>Fiscal Effect (check all that apply) -</u>	<u>Budget Effect (check all that apply)</u>
<input type="checkbox"/> No Fiscal Effect	<input type="checkbox"/> No Budget Effect
<input type="checkbox"/> Results in Revenue Increase	<input type="checkbox"/> Increases Rev. Budget
<input checked="" type="checkbox"/> Results in Expenditure Increase	<input checked="" type="checkbox"/> Increases Exp. Budget
<input type="checkbox"/> Results in Revenue Decrease	<input type="checkbox"/> Decreases Rev. Budget
<input type="checkbox"/> Results in Expenditure Decrease	<input type="checkbox"/> Decreases Exp. Budget
	<input type="checkbox"/> Increases Position Authority
	<input type="checkbox"/> Decreases Position Authority
	Note: if any budget effect, 2/3 vote is required

Narrative/Assumptions about long range fiscal effect:

Empty box for narrative/assumptions.

Expenditure/Revenue Changes:

	Current Year		Annualized			Current Year		Annualized	
	Increase	Decrease	Increase	Decrease		Increase	Decrease	Increase	Decrease
Expenditures -					Revenues -				
Personal Services					County Taxes				
Operating Expenses					Federal				
Contractual Services					State				
Capital	\$364,150				Other				
Total	\$364,150	\$0	\$0	\$0	Total	\$0	\$0	\$0	\$0

Personnel Impact/FTE Changes:

Empty box for personnel impact/FTE changes.

Prepared By:

Agency:	Department of Waste and Renewables	Division:	Waste and Renewables
Prepared by:	Tyonna Listenbee	Date:	3/19/20
Reviewed by:	Chuck Hicklin	Phone:	608-219-2917
		Date:	3/19/20
		Phone:	608-266-4109

DANE COUNTY CONTRACT # 13975



of Pages Including Schedules:

Expiration Date: 12/31/2024

Authority: Res. # , 18-19

Department: Waste & Renewables

Maximum Cost: \$1,739,381

Registered Agent:

Registered Agent Address:

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

WITNESSETH:

WHEREAS COUNTY, whose mailing address is 1919 Alliant Energy Center Way, Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of providing equipment and services for remote monitoring and control of the landfill gas extraction wells at the Dane County No. 2 (Rodefeld) Landfill, located at 7102 US Hwy 12, Madison WI, 53718.

WHEREAS PROVIDER, whose address is 99 South Main Street, Suite 310, Fall River MA 02721, 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 in the attached Schedule C, 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 Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

Alternatively, the PROVIDER may email Notices, bills, invoices and reports by this Agreement shall be deemed delivered as of date of email notification, addressed to COUNTY as set forth from to: invoices-waste@countyofdane.com. It shall be the duty of COUNTY to notify PROVIDER in writing or electronic notice of any change to this email address within 7 days of the change.

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:

Peter Quigley

Peter Quigley, CEO/Chairman

March 25, 2020

Date Signed

Date Signed

* * *

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

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

SCHEDULE A

Scope of Services

I. INSTALLATION

1. The PROVIDER shall furnish and install the following equipment meeting the specifications in RFP# 120018 within 30 days of the execution of the agreement.
 - i. Wellhead-mounted hardware – includes onboard sensor and communication system that remotely monitors differential pressure, flow, landfill gas temperature, barometric pressure, CO₂, CH₄, O₂, and balance gas (calculated; N₂ and trace gases). Also includes an automated, precision controlled, ball valve that regulates flow based on control algorithm.
 - a) PROVIDER to furnish and install approximately 45 Controller wellhead units that measure:
 - Methane (with an accuracy +/- 0.5% by volume)
 - Carbon Dioxide (with an accuracy +/- 0.5% by volume)
 - Oxygen (with an accuracy +/- 0.25% by volume)
 - Balance Gas (with an accuracy +/- 1.25% by volume)
 - b) PROVIDER to furnish and install approximately 23 Guardian wellhead units that measure:
 - Methane (with an accuracy +/- 1.0% by volume)
 - Carbon Dioxide (with an accuracy +/- 1.0% by volume)
 - Oxygen (with an accuracy +/- 0.5% by volume)
 - Balance Gas (with an accuracy +/- 2.5% by volume)
 - ii. Header-mounted hardware – includes onboard sensor and communication system that remotely monitors flow (by external connection to a flow meter or pitot tube), landfill gas temperature, CO₂, CH₄, O₂, and balance gas (calculated; N₂ and trace gases).
 - a) PROVIDER to furnish and install approximately 5 sentry units that measure:
 - Methane (with an accuracy +/- 0.5% by volume)
 - Carbon Dioxide (with an accuracy +/- 0.5% by volume)
 - Oxygen (with an accuracy +/- 0.25% by volume)
 - Balance Gas (with an accuracy +/- 1.25% by volume)
2. The quantities and locations of each wellhead and header mounted unit shall be recommended to COUNTY following an on-site survey conducted by PROVIDER prior to installation. COUNTY reserves the right to increase or decrease the actual number of units installed. Quantities also subject to vary based on landfill gas well installations and abandonments. At the discretion of the PROVIDER, on-site survey may be performed prior to execution of this agreement.
3. PROVIDER shall be responsible for all equipment, tools, supplies, and labor for the installation of monitoring equipment and controls. Any need for alterations to wellheads or access to buried headers that are beyond PROVIDERS capabilities shall be identified by PROVIDER during pre-site survey. COUNTY will be responsible for performing or contracting the alterations or services outside of PROVIDER's capabilities.

4. PROVIDER shall conduct training via teleconference or videoconference prior to or at the time of installation to allow COUNTY personnel to navigate the web platform and understand the operation and function of on-site equipment.
5. PROVIDER shall remain the title to on-site equipment and hardware. The equipment shall not be considered a “fixture” with respect to the COUNTY’s assets, notwithstanding the method of installation of the equipment at the COUNTY’s location.
6. COUNTY shall provide PROVIDER with reasonable access to the Landfill during the Term such that PROVIDER may install, operate, maintain the equipment and remove the equipment upon termination of this Agreement.

II. MAINTENANCE AND SUPPORT

1. PROVIDER is responsible for all equipment, tools, supplies and labor for the maintenance of on-site monitoring equipment and controls for the period of the agreement. PROVIDER shall identify and perform preventative maintenance needed to maintain an operational system. PROVIDER’s response to required on-site service or maintenance shall be within 3 business days. If emergency on-site service or maintenance is required to keep the landfill gas collection system operational, PROVIDER shall respond on-site within 1 business day. All costs for labor and materials associated with this support shall be included in the monthly service fee.
2. COUNTY shall be responsible for repair or replacement for damage to equipment that is a result of negligence of COUNTY or its employees, agents, and contractors.
3. COUNTY shall, at its sole cost, provide routine maintenance of the wells with installed equipment to ensure proper functionality of the well. As necessary, maintenance or replacement of the following will be required of COUNTY:
 - i. Manual valve and/or manual valve stem
 - ii. Quick connect fittings on the well-head
 - iii. Flexible tubing
 - iv. Replacement well-heads
4. PROVIDER will not be responsible for control of equipment or COUNTY access to data if communication to/from the Landfill is disrupted for any reason. If the communication disruption is due to the PROVIDER’s equipment, PROVIDER shall make its best effort to restore services as quickly as possible.

III. OPERATION AND SUPPORT

1. Within 30 days of installation, the PROVIDER shall provide for automated, remote operation of COUNTY’s landfill gas collection system through fine tuning

of individual collection wells based on gas composition and set points established by COUNTY and aggregate gas composition for the entire collection system.

2. PROVIDER shall operate and maintain the remote monitoring and control system in cold weather conditions. Operation of the remote monitoring and control system shall be maintained until temperatures fall below zero degrees Fahrenheit, for a period of 12 hours or more. Any need to place the system into safe mode, shall be approved in advance by the COUNTY.
3. The PROVIDER shall supply COUNTY personnel with 24/7 online access to WellWatcher 2.0 web platform, or subsequent equivalent platform, with dedicated individual log-on credentials for individual authorized users. Web platform shall allow for real-time remote monitoring of individual well heads with map view and table interfaces.
4. PROVIDER shall provide remote technical and landfill gas analytical support for the period of the agreement. Response times to email or telephone communications should be within 1 hour during normal business hours. PROVIDER shall perform routine quality assurance and make suggestions to set points and algorithms to maximize performance.
5. COUNTY shall provide to PROVIDER, upon request, the following landfill system performance data from the Landfill as generated throughout the Term:
 - i. Plant GC data, and MMBTU plant output data
 - ii. System vacuum
 - iii. Total system flow
 - iv. Odor complaints
6. COUNTY shall remain the owner of any site or project data on the PROVIDER'S servers.
7. PROVIDER shall take appropriate technical and organizational measures according to the state of the art standards to ensure that data integrity and security is maintained at all times for data collected with on-site equipment.
8. COUNTY at its sole discretion, has the right to operate the manual valves ("Override") where the PROVIDER equipment has been installed. Except in emergency, COUNTY will notify PROVIDER in the event of any proposed Override at least twenty-four (24) hours prior to making any changes. COUNTY will not tamper with or make changes to the Equipment except as provided above.
9. COUNTY shall make commercially reasonable efforts to provide PROVIDER with 48 hours' advance notice of:
 - v. Well collection or power system maintenance at the Landfill
 - vi. Timely notice of planned or unplanned outages at the Landfill
10. COUNTY will be responsible for all reporting required by the United States Environmental Protection Agency (EPA) and/or other relevant regulatory bodies related to monitoring of specific well-heads. Installation of PROVIDER equipment

will not interfere with COUNTY's ability to take measurements at all well-heads for compliance purposes.

V. RESPONSIBILITIES

Peter P. [Signature] Parties to this Agreement will divide responsibilities as follows:

i. COUNTY

- a) All reporting to EPA or other regulatory bodies
- b) Maintenance of well-field
- c) Control of well-heads with Sentry Equipment installed

ii. PROVIDER

- a) Maintenance and calibration of PROVIDER's equipment
- b) Control of well-heads with a Controller Equipment installed
- c) Advice to COUNTY on gas collection system enhancements, support in troubleshooting well field operational problems,

SCHEDULE B

Pricing Structure, Term, and Payment

1. **Installation/Shipping Fees.** The COUNTY will pay the PROVIDER a one-time fee for the installation of equipment at the rate specified in Item 4. Final amount for the one-time fee will depend on the actual number of monitoring locations installed. Payment will be due after receipt (net 30-days) of invoice from PROVIDER following completion of installation.

2. **Monthly Fees.** The COUNTY will pay the PROVIDER the monthly fee for the wellhead and header hardware and remote technical and on-site field service support services specified in Schedule A of this agreement. Monthly payments will be based on installation number of units provided in agreement and commence after installation. Payment will be made according to Item 4 and after receipt (net 30-days) of the invoice billed on the 15th of the month from PROVIDER.

3. **Acceptance Test.** The COUNTY reserves the right to test the software/hardware and equipment for a period of one hundred and eighty (180) days following installation to determine that the product functions as outlined in this document. If problems are encountered during this acceptance period, or for any reason the COUNTY isn't satisfied with the performance of the PROVIDER or equipment, all equipment will be removed from the site and any installation costs and monthly service fees paid to the PROVIDER will be reimbursed to the COUNTY.

4. **Contract Renewal and Annual Price Increase.** The agreement will be automatically renewed after Contract Year 1 and Contract Year 2. After Contract Year 3, the COUNTY will have the option to renew the contract or terminate the services. Monthly fees for services are subject to a 3% increase at the beginning of each contract year.

Contract Year 1: Date of Contract Execution – December 31, 2020
 Contract Year 2: January 1, 2021 – December 31, 2021
 Contract Year 3: January 1, 2022 – December 31, 2022
 Option Year 1: January 1, 2023 – December 31, 2023
 Option Year 2: January 1, 2024 – December 31, 2024

#	Description	Unit Price	QTY	No. of Locations	Extended Cost
1A	Installation/Shipping Fees	\$250.00	PER MONITORING LOCATION	73	\$18,250.00

#	Description	Unit Price	QTY	No. of Locations	Extended Cost (Monthly)
1B	Controller	\$450.00	PER MONITORING LOCATION PER MONTH	45	\$20,250.00
2B	Guardian	\$275.00	PER MONITORING LOCATION PER MONTH	23	\$6,325.00
3B	Sentry	\$450.00	PER MONITORING LOCATION PER MONTH	5	\$2,250.00
Monthly Fee – Year One					\$28,825.00
Monthly Fee – Year Two (3% Increase)					\$29,689.75
Monthly Fee – Year Three (3% Increase)					\$30,580.44
Monthly Fee – Year Four (3% Increase)					\$31,497.86
Monthly Fee – Year Five (3% Increase)					\$32,442.79

5. **End of Term Obligations.** Unless mutually agreed upon, PROVIDER shall remove all equipment within 30 days of termination date at no charge to COUNTY.