

Dane County Contract Addendum Cover Sheet

RES 121
SIGNIFICANT

Revised 06/2021

Contract # Admin will assign	14789A
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Dept./Division	Waste & Renewables	Vendor Name	BioFerm Energy Systems LLC
Brief Addendum Title/Description	Engineering Support for RNG Plant	Vendor MUNIS #	18034
		Addendum Term	2025-2026
		Amount (\$)	\$ 175,000.00

Department Contact Information		Vendor Contact Information	
Contact	Lindsey Carlson	Contact	Jessica Niekrasz
Phone #	608-405-2036	Phone #	608-229-6519
Email	carlson.lindsey@danecounty.gov	Email	NieJ@biofermepc.com
Purchasing Officer	Pete Patten		



Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	PO Maintenance Needed PO#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
<input type="checkbox"/>	No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.				
<input checked="" type="checkbox"/>	New PO / Req. Submitted Req#	Org: SWMETHGO	Obj: 20263	Proj:	
	661	Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	Addendum #	Term	Amount	Resolution	
	Original	2022 - 2026	\$ 200,000.00	<input type="checkbox"/> None	Res# 2021-417
	A	2025-2026	\$ 175,000.00	<input type="checkbox"/> None	Res# 2025-121
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 375,000.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Welch, John	Digitally signed by Welch, John Date: 2025.08.06 18:18:44 -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: 8/8/25	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, August 11, 2025 1:58 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14789A
Attachments: 14789A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 8/11/2025 2:01 PM	Approve: 8/11/2025 2:01 PM
	Patten (Purchasing), Peter	Read: 8/11/2025 2:05 PM	Approve: 8/11/2025 2:25 PM
	Gault, David	Read: 8/11/2025 3:15 PM	Approve: 8/11/2025 3:19 PM
	Cotillier, Joshua		Approve: 8/14/2025 10:56 AM
	Stavn, Stephanie	Read: 8/12/2025 10:17 AM	
	Oby, Joe		

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

Contract #14789A
Department: Waste & Renewables
Vendor: BioFerm Energy Systems
Contract Description: Provide engineering support for RNG Plant (Res 121)
Contract Term: 1/1/25 - 12/31/26
Contract Amount: \$175,000.00

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.

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2025 RES-121

ADDENDUM #1 TO THE CONTRACT FOR TECHNICAL ENGINEERING AND
PROGRAMMING SUPPORT FROM BIOFERM ENERGY SYSTEMS, LLC.

The Department of Waste and Renewables awarded Contract #14789 to Bioferm Energy Systems, LLC in July 2022, in the amount of \$200,000.00 for providing technical engineering and programming support for the Renewable Natural Gas Plant.

Dane County Department of Waste and Renewables has determined that an increase of up to \$175,000 to this contract will be necessary.

BE IT RESOLVED that the County Executive and the County Clerk be authorized to sign the Addendum #1 Agreement; and

BE IT FINALLY RESOLVED that the Department of Waste and Renewables be directed to ensure complete performance of the Addendum #1 Agreement.



DANE COUNTY CONTRACT

ADDENDUM # 14789A

Revised 11/2024

THIS ADDENDUM, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as “County”) and BIOFerm Energy Systems, LLC (hereinafter, “Provider”).

WITNESSETH:

WHEREAS Provider and County, by a separate document (hereinafter, the “Master Agreement”), Dane County Contract #14789, have previously entered into a contractual relationship pursuant to which Provider provided engineering support, and

WHEREAS County and Provider wish to amend the Master Agreement in order to extend the contract amount by \$175,000, and

WHEREAS, pursuant to Section III of the Master Agreement, Provider wishes to assign all of its rights, obligations, and interests under the Master Agreement to BIOFerm EPC, LLC, its affiliate, and County consents to such assignment, and

WHEREAS, County and Provider agree that, as of September 1, 2025, all references in the Master Agreement to “Provider” shall be deemed to refer to BIOFerm EPC, LLC.


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 Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.
2. The Master Agreement, and any amendment or addendum 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, the Master 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 the Master Agreement, or any subsequent amendment or addendum.
3. The additional cost of the contract is extended by \$175,000.

4. Effective as of September 1, 2025, Provider hereby assigns to BIOFerm EPC, LLC all of its rights, duties, obligations, and interests under the Master Agreement. From and after September 1, 2025, BIOFerm EPC, LLC shall be deemed the “Provider” for all purposes under the Master Agreement, and shall assume, perform, and be responsible for all obligations and liabilities of Provider. County hereby releases and discharges BIOFerm Energy Systems, LLC from any and all liabilities, obligations, claims, or causes of action arising under or related to the Master Agreement from and after September 1, 2025. For clarity, this release does not affect any liabilities incurred or claims made by BIOFerm Energy Systems, LLC prior to September 1, 2025.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR PROVIDER:

 _____	08 / 05 / 2025 _____
Nadeem Afghani BIOFerm Energy Systems, LLC President	Date

 _____	08 / 05 / 2025 _____
Nadeem Afghani BIOFerm EPC, LLC President	Date

* * *

FOR COUNTY:

_____ Melissa Agard Dane County Executive	_____ Date
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_____ Scott McDonell Dane County Clerk	_____ Date
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