

# Dane County Contract Cover Sheet

Revised 01/2023

Res 306  
significant

Dept./Division	Waste & Renewables		
Vendor Name	ABB, INC	MUNIS #	33312
Brief Contract Title/Description	SERVICE SUPPORT & SUPPLY OF GOODS FOR GAS CHROMATOGRAPHS		
Contract Term	2023-2027		
Contract Amount	\$250,000		

Contract # Admin will assign	15016
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Lindsey Carlson	Name	Caleb Northington
Phone #	608-405-2036	Phone #	817-304-6189
Email	carlson.lindsey@countyofdane.com	Email	caleb.northington@us.abb.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/>	\$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/>	Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/>	Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/>	Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/>	Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input type="checkbox"/>	N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	888	Org: SWMETHGO	Obj: 21762	Proj:	\$ 10,000.00
	Year	2023	Org: SWMETHGO	Obj: 31761	Proj:	\$ 10,000.00
			Org: SWMETHGO	Obj: 20105	Proj:	\$ 2,500.00

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

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/>	Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input checked="" type="checkbox"/>	Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 306
	<input checked="" type="checkbox"/>	A copy of the Resolution is attached to the contract cover sheet.	Year 2022

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

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2023.02.09 16:02:29 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 2/9/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, February 14, 2023 2:34 PM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15016  
**Attachments:** 15016.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 2/14/2023 3:46 PM	Approve: 2/14/2023 3:46 PM
	Patten (Purchasing), Peter		Approve: 2/14/2023 2:40 PM
	Gault, David	Read: 2/15/2023 9:01 AM	Approve: 2/15/2023 9:59 AM
	Lowndes, Daniel	Read: 2/14/2023 2:52 PM	Approve: 2/16/2023 11:40 AM
	Stavn, Stephanie	Read: 2/15/2023 8:03 AM	
	Oby, Joe		

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

Contract #15016  
Department: Waste & Renewables  
Vendor: ABB Inc.  
Contract Description: Service Support & Supply of Goods for Gas Chromatographs (Res 306)  
Contract Term: 1/1/23 – 12/31/27  
Contract Amount: \$250,000.00

### *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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1 **2022 RES-306**

2  
3 **WASTE AND RENEWABLES CONTRACT FOR PURCHASE OF SERVICES AND GOODS**  
4 **FOR THE PURPOSE OF MAINTAINING THE RENEWABLE NATURAL GAS PLANT'S GAS**  
5 **CHROMATOGRAPHS FROM ABB, INC.**  
6

7 The Dane County Department of Waste & Renewables (W&R) owns and operates an active  
8 landfill and Renewable Natural Gas (RNG) Plant at its location at 7102 US Hwy 12 &18,  
9 Madison, Wisconsin 53718. The landfill gas is cleaned, compressed and injected into the high  
10 pressure natural gas pipeline.

11  
12 ABB, Inc, based out of Cary, North Carolina, is a domestic servicer & supplier of the RNG  
13 Plant's Gas Chromatographs. ABB installed and certified the original Gas Chromatographs  
14 since the plant's commissioning and are the sole service provider for this equipment.

15  
16 W&R requested a waiver of bid and received approval from the Dane County Board of  
17 Supervisors' Personnel and Finance Committee on December 12, 2022 to utilize ABB, Inc. for  
18 supply of services and goods to maintain the Gas Chromatographs. W&R subsequently  
19 negotiated a new contract with the company. The scope of the contract includes supply of  
20 service and goods for the Gas Chromatographs at request of W&R and as mutually agreed  
21 upon by ABB, Inc. The term of the contract is 3 years with 2 optional years.  
22

23 **NOW, THEREFORE, BE IT RESOLVED** that ABB, Inc. and W&R wish enter into an Agreement  
24 for Gas Chromatograph service and goods with a total contract amount of \$250,000; and  
25

26 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized to  
27 sign the Agreement; and  
28

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

# DANE COUNTY CONTRACT # 15016

Revised 06/2021



**Department:** Waste & Renewables  
**Provider:** ABB Inc.  
**Expiration Date:** December 31, 2027  
**Maximum Cost:** \$250,000

**Registered Agent (if applicable):** CT Corporation  
**Registered Agent Address:** 28 Liberty Street, New York City, New York, USA

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

## WITNESSETH:

**WHEREAS** COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713, desires to purchase services & supply of goods from PROVIDER for the purpose of maintaining the RNG Plant's Gas Chromatographs; and

**WHEREAS** PROVIDER, whose address is 305 Gregson Drive, Cary, NC 27511, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

**I. TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

**II. SERVICES & Supply of Goods:**

- A. PROVIDER agrees to provide the services detailed in the Schedule A, 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 and Schedule B, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be

deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services and supply of goods covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

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

**III. ASSIGNMENT/TRANSFER:**

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

**IV. TERMINATION:**

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
  - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
  - 3. failure of PROVIDER to comply with reporting requirements contained herein.
  - 4. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, supply of goods, 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.

**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 schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is important and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein, if any.

**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 & INDEMNIFICATION:**

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

contract and only with respect to the COUNTY's vicarious liability arising from the PROVIDER's negligence in performance of the works 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 and as provided for in Exhibit A.

1. Commercial General Liability.

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

2. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of \$1,000,000 per occurrence and in the annual aggregate. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

Evidence of either must be provided.

3. Workers' Compensation.

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

4. 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" to the extent necessary to fulfill its indemnity obligations on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

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

2. Additional Insured.

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

3. Provider's Insurance Shall be Primary

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

4. Cancellation Notice

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

5. Evidences of Insurance.

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

6. Sub-Contractors.

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

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- E. In no event shall PROVIDER, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays or claims of third parties for any damages.

PROVIDER's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed \$1,000,000. In no event, regardless of cause, shall PROVIDER be liable for penalties or penalty clauses of any description or for indemnification of COUNTY or others for costs, damages, or expenses arising out of or related to the Equipment and Services.

**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.
- 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. 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.

**XIV. FINANCIAL INTEREST PROHIBITED:**

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

**XV. 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.

**XVI. 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.

**XVII. 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.

**XVIII. CONSTRUCTION:**

This Agreement shall not be construed against the drafter.

**XIX. COPIES VALID:**

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

**XX. 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.

**XXI. DEBARMENT:**

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

**XXII. EXECUTION:**

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

**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:**

*Mario Manzo*  
\_\_\_\_\_  
Mario Manzo  
US PAMA Service Manager

02/08/2023  
Date

*Caleb Northington*  
\_\_\_\_\_  
Caleb Northington  
Upstream Service Manager

02/08/2023  
Date

\* \* \*

**FOR COUNTY:**

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

\_\_\_\_\_  
Date

# **SCHEDULE A**

## **Scope of Services & Supply of Goods**

### **I. Overview**

Dane County Department of Waste & Renewables (OWNER or COUNTY) owns and operates a Renewable Natural Gas (RNG) Plant that converts landfill gas (LFG) to pipeline quality RNG that is injected into the interstate transmission pipeline. This scope is for Service Support and Supply of Goods to maintain the Gas Chromatographs, a critical system at the RNG Plant, for which the PROVIDER is an authorized servicer and provider.

### **II. Scope of Services**

PROVIDER shall provide service and support detailed below and in Schedule C "Proposal Documents" for COUNTY's Gas Chromatographs (GC Serial #s T184241193 and T184241194, or replacements). Scope includes:

#### **A. Planned Service Support - Measurement Care/PGO**

1. Quarterly on-site maintenance from a qualified ABB Field Service Engineer including:
  - Check and calibration of system pressures (calibration and carrier gas, lines, process gas to GC regulator)
  - Condition-based maintenance on Sample Conditioning System, filters and other consumables
  - GC calibration check and verification of mole % in accordance to calibration blend certificate
  - Routine review and recording of main GC functional data
2. Remote troubleshooting and priority on support from the Field Service Engineer(s) assigned to the Service Agreement
3. Maintenance tracking, service & calibration reports

#### **B. Other Service Support – Optional & As Needed**

1. Start-Up Services - Commissioning/Start-up from a qualified ABB Field Service Engineer including:
  - Carrier and calibration gas connections from regulator to GC manifold
  - Sample line connections from the sample conditioning system to the GC manifold
  - Vent Line connections
  - Installation of GC software
  - GC training to include hardware and software
2. Remote Assistance Measurement Care - Quarterly remote monitoring and diagnostics maintenance from a qualified ABB Service Engineer supported by a COUNTY Technician deployed in the field including:
  - Carrier and calibration gas connections from regulator to GC manifold
  - Check pressures, gates and labels and modify as needed
  - GC calibration check and verification of mole % in accordance to calibration blend certificate
  - Routine review and recording of main GC functional data

#### **C. Warranty**

PROVIDER warrants that Services shall be free of defects in workmanship.

#### **D. Location of Service**

Service shall be performed at the RNG Plant located at Dane County Department of Waste & Renewables Landfill Site #2, address 7102 US Hwy 12&18, Madison WI 53718.

#### **E. Hours of Service**

Hours of scheduled service under this Agreement shall be during normal working hours, excluding holidays, of COUNTY and PROVIDER. Such services shall be performed at a mutually agreed upon date and time. Normal working hours for COUNTY are Monday – Friday 7:00AM to 3:30PM

CST. Support provided outside of these hours shall occur at a time mutually agreed upon by COUNTY and PROVIDER.

**III. Scope of Supply**

A. Supply

PROVIDER will supply COUNTY with goods (equipment, spares parts, consumables) at need and request of COUNTY using methods detailed in Schedule B.

B. Warranty

This AGREEMENT includes the PROVIDER's extended parts warranty on all Gas Chromatograph equipment and parts, excluding 1) consumable items such as filters and batteries, and 2) failure due to misuse, abuse, lightning, flooding or other "Acts of God". PROVIDER warrants that Equipment (excluding Software) shall be delivered free of defects in material and workmanship. The Warranty Remedy Period for Equipment shall end twenty four (24) of months after date of shipment. The Warranty Remedy Period for repaired parts shall end six (6) months after date of shipment. No warranties or guarantees are made by PROVIDER as to the ability of the Equipment to work in conjunction with other materials or systems not sold as a part of the original purchase by PROVIDER.

C. Delivery of Goods

1. Location of Delivery

Goods shall be transferred from the PROVIDER to the COUNTY at mutually agreed upon place or delivered to the RNG Plant located at Dane County Department of Waste & Renewables RNG Plant, address 7102 US Hwy 12&18, Madison WI 53718.

2. Hours of Delivery

Hours of delivery shall be the normal working hours, excluding holidays, of COUNTY and PROVIDER. Goods shall be delivered at a mutually agreed upon time. Normal working hours for COUNTY are Monday – Friday 7:00AM to 3:30PM CST. Delivery outside of these hours will be accepted if mutually agreed upon by PROVIDER and COUNTY.

3. Acceptance & Ownership of Goods

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall remain that of PROVIDER until fully paid for. Title of goods shall not transfer to COUNTY until COUNTY inspects and accepts goods delivered. Claims for shortages or other errors in delivery shall be made in writing to PROVIDER within ten days of delivery. Equipment may not be returned except with prior written consent of and subject to terms specified by PROVIDER.

## SCHEDULE B

### Pricing Structure and Payment

#### IV. Payment

##### A. Payment Terms

Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise agreed to in writing by PROVIDER. COUNTY shall pay PROVIDER directly. PROVIDER shall be paid on the basis of work completed and goods supplied. If payment is not received within 30 days of issue, COUNTY is subject to a late charge equal to the lesser of 1.5 % per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts.

##### B. Purchase Order

COUNTY to issue a blanket PO to PROVIDER for invoicing purposes prior to commencement of on-site work. Service and Goods shall be invoiced separately.

##### C. Quotes

COUNTY shall provide PROVIDER with a "Request for Quote" (verbal or written) for supply of goods. PROVIDER shall provide a formal quote that includes an expected delivery date and estimated shipping/delivery charge. PROVIDER shall provide updates or changes to the expected delivery date as they arise. For "High Priority" requests and at discretion of COUNTY staff, a formal quote may be provided and accepted after order placement to minimize lead-time. COUNTY reserves the right to accept fees to expedite processing and shipping/freight.

##### D. Invoicing

PROVIDER shall bill service support and supply of goods on a time and materials basis. All service related charges, including hourly travel rates, Per Diem, Hotel Fees, Car Rental Fees, Airfare, and onsite labor rates, shall be billed per PROVIDER's rate sheet. PROVIDER will invoice for service within 60 days after work is completed. Invoices must reference the COUNTY purchase order number issued for the services/deliverables described herein. Invoices shall be sent to COUNTY electronically at [invoices-waste@countyofdane.com](mailto:invoices-waste@countyofdane.com) and to other COUNTY Points of Contact if designated by COUNTY. PROVIDER whose work is found deficient or fails to conform to the requirements set forth in this AGREEMENT, is not entitled to further payments, until corrected to the satisfaction of COUNTY.

X

**V. Schedule of Costs**

The table below outlines schedule of costs for Contract Years 1-3 per SCHEDULE C - 3 year PGO agreement. For Renewal Years 1-2 (Year 4 and Year 5) PROVIDER shall present COUNTY with proposed rate changes and receive COUNTY's concurrence on proposed pricing adjustment prior to implementation of adjusted rates.

Line Item		QTY	Unit Price	Extended Price
3 Year Measure Care – PGO Service Agreement		2	\$16,300.00	\$32,600.00
	Travel (hour)	16	\$140.00	\$2,240.00
	Per Diem (day)	4	\$75.00	\$300.00
	Hotel Fees	3	\$150.00	\$450.00
	Car Rental Fees	1	\$200.00	\$200.00
	Airfare	1	\$450.00	\$450.00
	Field Service (hour)	16	\$195.00	\$3,120.00
	Miscellaneous Expenses	1	\$140.00	\$140.00
<b>Subtotal</b>				<b>\$39,500.00</b>
Services & Goods not covered under the 3 year PGO agreement detailed above, as needed & requested by COUNTY and mutually agreed upon by PROVIDER		--	--	\$210,500 (over Contract Term)
<b>Total</b>				<b>\$250,000</b>

**VI. Rates**

The rate sheet included in Schedule C is for service quoted in Year 1 of this agreement. Should rates change, PROVIDER shall present COUNTY with proposed rate changes and receive COUNTY's concurrence on proposed pricing adjustment prior to implementation of adjusted rates.

**VII. Contract Term**

The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. It is COUNTY's intention to establish a three year contract with PROVIDER, plus two optional renewal years. Unless notified in writing by either Party at least 90 days before renewal, the contract term shall automatically renew in for Year 4 (1<sup>st</sup> renewal year) and Year 5 (2<sup>nd</sup> renewal year).

Year	Term
1st Year	(Date of Execution) thru December 31, 2023
2nd Year	January 1, 2023 thru December 31, 2024
3rd Year	January 1, 2024 thru December 31, 2025
4th Year (1st Renewal Year)	January 1, 2025 thru December 31, 2026
5th Year (2nd Renewal Year)	January 1, 2026 thru December 31, 2027

**VIII. Maximum Cost**

The PROVIDER shall not be paid more than the sum of \$250,000 for its obligations of this agreement over the three year contract term, plus the two optional renewal years unless additional scope of services is approved by the COUNTY prior to commencement of work. The contract amount and scope may be increased at need and request of COUNTY, if and as mutually agreed upon by PROVIDER and COUNTY.

## **SCHEDULE C**

### **Proposal Documents**

Proposal Documents included as attachments to Schedule C were provided by PROVIDER to COUNTY and were used to generate Schedule A and Schedule B. In the event of a conflict of terms between or among the proposal documents provided by PROVIDER and terms set forth in this AGREEMENT, it is agreed that COUNTY to the extent of any conflict, are controlling.

**Attachment 1:** ABB Pricing Summary

**Attachment 2:** ABB Measurement Care Performance Guarantee Option

**Attachment 3:** Standard Field Service Rate Sheet (2023)

## **SCHEDULE D**

### **Personal Protective Equipment Policy**

Dane County Department of Waste & Renewables (COUNTY) owns and operates a Renewable Natural Gas (RNG) Plant that converts landfill gas (LFG) to pipeline quality RNG that is injected into the interstate transmission pipeline. Due to inherent risks associated with maintenance and operations at the facility, COUNTY requires all onsite personnel, including PROVIDER and PROVIDER's Subcontractors, to observe established minimum PPE requirements outlined in the attached Memorandum "RNG Plant - Minimum PPE Requirements" dated 9/15/2022. Should there be updates to these requirements, COUNTY shall provide such updates to PROVIDER prior to commencement of onsite work.



County of Dane - RNG Plant  
7102 US HWY 12 and 18  
Madison, WI 53718  
US

Dear County of Dane - RNG Plant,

ABB Inc., Totalflow Products Division is pleased to provide the attached proposal.

We appreciate your interest in our products and services and thank you for the opportunity to offer this proposal for your consideration.

If you have any questions or require additional information, please feel free to contact me.

Please visit our web site at: <http://www.abb.com/totalflow>

Note: As part of the ABB Measurement Products Group the Totalflow team are, in many cases, able to offer the complete solution to our customers. By supplying the equipment quoted and additional associated peripheral products such as our own DP flow primary devices, Electromagnetic flow meters, Coriolis flow meters, Vortex flow meters, Pressure transmitters, Temperature transmitters, Tropos radios, and many more ABB products, we can offer our clients the chance to use a single supplier for all their measurement and automation needs. Should the chance of a wider solution be appealing to your project please contact the sender of this quote for an amendment showing these options and thus allowing you to reduce your vendor count.

Best regards,

Caleb Northington  
Upstream Service Lead/Manager  
Phone: 817-304-6189  
caleb.northington@us.abb.com

ABB, Inc.

Automation

ABB Inc.  
7051 Industrial Blvd.  
Bartlesville, Oklahoma  
74006  
USA

Telephone  
(918) 338-4888  
Telefax  
(918) 338-4699

Internet  
[www.abb.com/totalflow](http://www.abb.com/totalflow)

Confidential & Proprietary Information of ABB, Inc.

# ABB

## Pricing Summary

Quote Number: 23E9E0004  
Date: 1/31/2023  
Seller: ABB Inc.  
Totalflow Products Division  
7051 Industrial Blvd.  
Bartlesville, OK 74006  
Phone: (800) 442-3097 (USA Only)  
Phone: (918) 338-4880 (Int'l)  
Fax: 918-338-4607  
E-mail: totalflow.order@us.abb.com

Buyer: County of Dane - RNG Plant  
Address: 7102 US HWY 12 and 18

Madison, WI 53718  
US

Your Inquiry:  
Attention: Lindsey Carlson  
Phone: 608-405-2036  
Fax:  
E-mail: carlson.lindsey@countyofdane.com  
End User: County of Dane - RNG Plant  
Installation: US

Pricing Summary Category	US Dollars
Service Total:	\$39,500.00

### Additional Information

Prices quoted in this proposal are firm for 30 days from Date Of Issue stated above.

Shipping is estimated to be 10 to 11 weeks following receipt of an acceptable written purchase order. Note, we may make partial shipments of products unless specifically instructed otherwise.

If this product is to be diverted to a foreign destination, please provide all federally required End-User statements and a copy of your due diligence Letter of Assurance with your purchase order. You must also provide us a copy of the export bill of lading and export invoice to ABB Inc., Totalflow Products Division's Export Supervisor for our internal control program.

Payment Terms are as follows. Invoice will be issued for the total amount at the time of shipment. Payment is, upon prior credit approval, Net 30 days US Dollars, without offset, from the date of invoice. Payment should be remitted to:

Mail:  
ABB Inc.  
Attn: Accounts Receivable  
P.O. Box 88868  
Chicago, IL 60695-1868 USA

OR

Electronic Funds Transfer:  
ABB Inc.  
JP Morgan Chase Bank  
ABA Number 021000021  
Swift Code: CHASUS33  
Account Number: 323884326

Applicable Terms & Conditions as negotiated with County of Dane will be referenced on the specific PO.

Please e-mail purchase orders to Totalflow at [totalflow.order@us.abb.com](mailto:totalflow.order@us.abb.com). Please reference this Proposal by the quotation number stated herein. Thank you for your business.

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### ABB, Inc.

Automation

ABB Inc.  
7051 Industrial Blvd.  
Bartlesville, Oklahoma  
74006  
USA

Telephone  
(918) 338-4888  
Telefax  
(918) 338-4699

Internet  
[www.abb.com/totalflow](http://www.abb.com/totalflow)

Confidential & Proprietary Information of ABB, Inc.



## Primary Section: Quotation Price List

Item	System Accessories	Qty	US Dollar List Unit Price	US Dollar List Ext'd Price	Discount	US Dollar Net Unit Price	US Dollar Net Ext'd Price
1.1	3 Years Measurement Care - PGO Service Agreement includes: 1) 12x quarterly maintenance visits from a qualified Field Service Engineer; 2) Dedicated phone support from the Field Service Engineer(s) assigned to the Service Agreement; 3) Extended warranty, in addition to our standard parts warranties, during the term of the Service Agreement, on all GC parts, except for consumable items such as filters, batteries, and failure due to misuse, abuse, lightning, flooding or other "Acts of God"; 4) Travel and living costs. P/N VXL15-3YPGO	2	\$16,300.00	\$32,600.00	0	\$16,300.00	\$32,600.00
1.2	Field Service travel time per hour rate for all service. U. S. Weekdays 8:00 a.m. - 5:00 p.m. Maximum of 8 hours per day P/N VXE01-TRV-DAY	16	\$140.00	\$2,240.00	0	\$140.00	\$2,240.00
1.3	Per Diem per day  P/N VXE01PERDIEM	4	\$75.00	\$300.00	0	\$75.00	\$300.00
1.4	Hotel Fees  P/N VXE01HOTEL	3	\$150.00	\$450.00	0	\$150.00	\$450.00
1.5	Car rental fees  P/N VXE01CAR	1	\$200.00	\$200.00	0	\$200.00	\$200.00
1.6	Airfare  P/N VXE01AIRFARE	1	\$450.00	\$450.00	0	\$450.00	\$450.00
1.7	Field Service General: Rates for NGC, PGC1000, LGR, and NGC-Liquid, Artificial Lift, Shutdown, PID, and Automation apps. (RMC,XRC,XFC), Flow Computer, Calibration, and LevelMaster, Coriolis, Mag meter and Spirit. U. S. Weekdays 8:00 a.m. - 5:00 p.m. Maximum of 8 hours per day P/N VXL03-LBR-DAY	16	\$195.00	\$3,120.00	0	\$195.00	\$3,120.00

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1.8	Miscellaneous Expenses P/N VXE01EXPENSE	1	\$140.00	\$140.00	0	\$140.00	\$140.00
	Subtotal for 1			\$39,500.00			\$39,500.00
	<b>Primary Section Total</b>			<b>\$39,500.00</b>			<b>\$39,500.00</b>

Note: Discount may be limited on items whose description begins with the \* character, resulting in a lower discount for those buyout items than for internal items.

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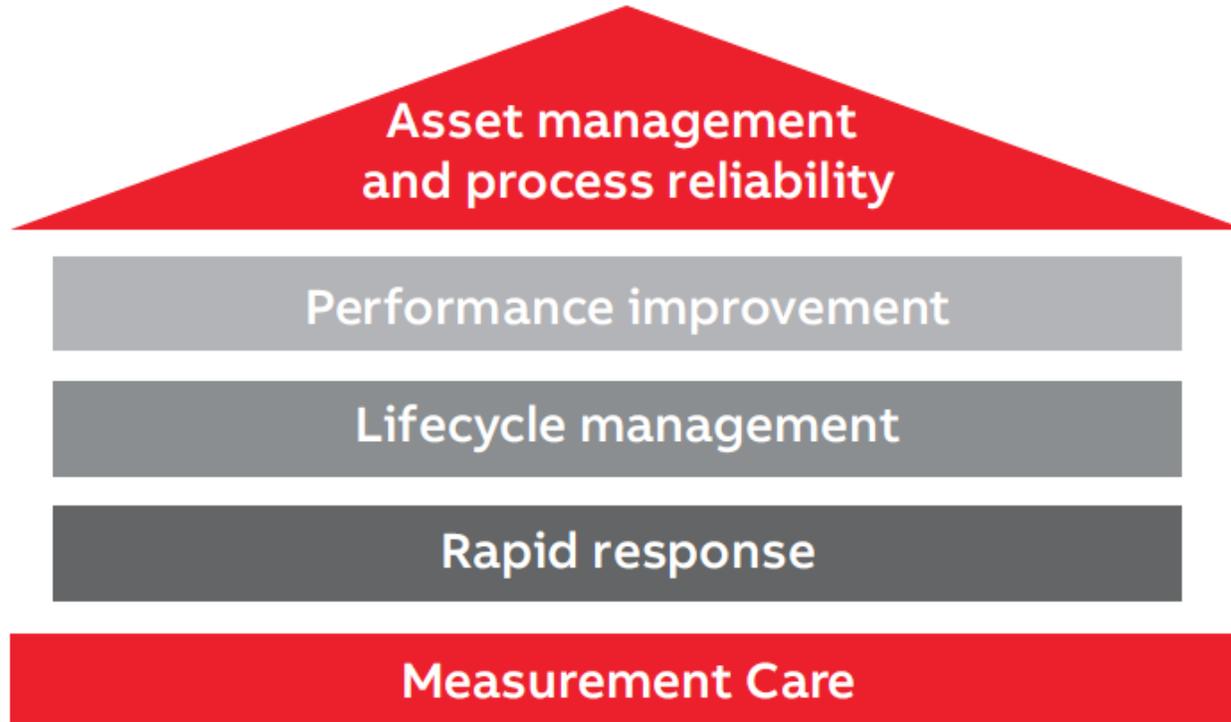
## **ABB Measurement Care – Performance Guarantee Option**

Taking Care of Your Gas Chromatographs Service Needs



# ABB's Customized Service Solution

Tailored to your needs



## **Rapid response**

Guaranteed urgent action. You can count on ABB trained Customer Service Engineers for prioritized support.

## **Lifecycle Management**

Product age and condition can adversely affect the performance of your process. An installed base assessment coupled with an effective preventive maintenance program improves uptime whilst reducing capital costs.

## **Performance improvement**

Remote and on-site monitoring identifies ways to improve process performance. Monitoring allows accurate predictive maintenance plans to be employed to keep products running at optimum levels.

# GC Measurement Care/PGO

NGC8200/PGC1000 series

Your needs	ABB Service Offering	Service Description	Benefits
<ul style="list-style-type: none"><li>• Smooth new GC unit commissioning/startup</li><li>• GC performance optimization</li><li>• Reduce downtime</li></ul>	Measurement Care-PGO for NGC 8200/PGC1000 series	Startup Services + quarterly scheduled maintenance from a qualified ABB Field Service Engineer for GC health monitoring and troubleshooting	<ul style="list-style-type: none"><li>• Optimized performance from the start</li><li>• GC health monitoring</li><li>• Minimize risk of critical failure and downtime</li><li>• Extended warranty*</li><li>• Remote troubleshooting</li><li>• Priority on support</li><li>• Predictable costs</li></ul>

# GC Measurement Care/PGO

## Offering

### Start-up Services

- Commissioning/Start-up from a qualified ABB Field Service Engineer
  - ❑ Carrier and calibration gas connections from regulator to GC manifold
  - ❑ Sample line connections from the sample conditioning system to the GC manifold
  - ❑ Vent Line connections
  - ❑ Installation of GC software
  - ❑ GC training to include hardware and software
- Travel and living costs included in the fee\*

### Measurement Care/PGO

- Quarterly on-site maintenance from a qualified ABB Field Service Engineer
  - ❑ Check and calibration of system pressures (calibration and carrier gas, lines, process gas to GC regulator)
  - ❑ Condition-based maintenance on Sample Conditioning System, filters and other consumables
  - ❑ GC calibration check and verification of mole % in accordance to calibration blend certificate
  - ❑ Routine review and recording of main GC functional data
- Remote troubleshooting and priority on support from the Field Service Engineer(s) assigned to the Service Agreement
- Extended warranty on main GC parts\*\*
- Travel and living costs included in the fee

### Remote Assistance Measurement Care

- Quarterly remote monitoring and diagnostics maintenance from a qualified ABB Service Engineer supported by a Customer Technician deployed in the field
  - ❑ Check pressures, gates and labels and modify as needed.
  - ❑ GC calibration check and verification of mole % in accordance to calibration blend certificate
  - ❑ Routine review and recording of main GC functional data
- Remote troubleshooting and priority on support from the Field Service Engineer(s) assigned to the Service Agreement

# GC Measurement Care/PGO

## Pricing Structure

Measurement Care Service Type	Service Description	NGC8200 series
Startup Services	Commissioning/Startup from a qualified ABB Field Service Engineer. Travel and living costs are included in the fee.	\$3,990.00
Quarterly Service - 1 year Measurement Care/PGO agreement	4x quarterly on-site maintenance from a qualified ABB Field Service Engineer. Remote troubleshooting and priority on support. Extended warranty on main GC parts. Travel and living costs are included in the fee.	\$5,400.00
Quarterly Service - 3 years Measurement Care/PGO agreement	12x quarterly on-site maintenance from a qualified ABB Field Service Engineer. Remote troubleshooting and priority on support. Extended warranty on main GC parts. Travel and living costs are included in the fee.	\$14,880.00
Startup Services + 1 year Measurement Care/PGO Bundle Deal	Commissioning/Startup + 4x quarterly on-site maintenance from a qualified ABB Field Service Engineer. Remote troubleshooting and priority on support. Extended warranty on main GC parts. Travel and living costs are included in the fee.	10% discount
Startup Services + 3 years Measurement Care/PGO Bundle Deal	Commissioning/Startup + 12x quarterly on-site maintenance from a qualified ABB Field Service Engineer. Remote troubleshooting and priority on support. Extended warranty on main GC parts. Travel and living costs are included in the fee.	15% discount
Remote Assistance Service - 1 year agreement	4x quarterly remote monitoring and diagnostics maintenance from a qualified ABB Service Engineer supported by a Customer Technician deployed in the field. Remote troubleshooting and priority on support.	\$2,880.00

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# GC Measurement Care/PGO

## ABB Service Team Contacts

### **Mario Manzo – Service Manager**

Phone: +1 713 673 9391

Email: [mario.manzo@us.abb.com](mailto:mario.manzo@us.abb.com)

### **Amber Muninger – Service Coordinator**

Phone: +1 918 338 4761

Email: [amber.muninger@us.abb.com](mailto:amber.muninger@us.abb.com)

### **Upstream Oil & Gas Technical Support**

Phone: 800-442-3097 option 2

Email: [upstream.support@us.abb.com](mailto:upstream.support@us.abb.com)

**ABB**

# Standard field service rate sheet (2023)

## Upstream Oil & Gas



The following labor rates are used for our normal maintenance and startup services. The minimum charge is 4 labor hours, plus any applicable travel expenses. Rates are charged to the nearest 1/2 hour. All times listed are local time zone where work is performed.

### Field service made easy

#### 2023 Standard Service Rates

Rates	Field Service Labor	Field Service Travel
Standard rate (8-5, M-F)	\$195.00	\$140.00
Overtime rate	\$292.50	\$210.00
Holiday rate (ABB recognized holidays)	\$390.00	\$280.00

#### Domestic travel notes

- 2023 per diem is \$75.00
- 2023 mileage rate is \$0.62/mile
- Travel expenses are charged separately plus 10%
- Living expenses will be charged separately at actual costs incurred plus 10%
- Completed travel time, to and from the customer site, will be charged separately at rates listed under this rate sheet
- Parking fees are charged at cost

#### 2023 ABB holiday schedule

- Monday, January 16 - Martin Luther King Jr. Day
- Monday, February 20 - President's Day
- Monday, May 29 - Memorial Day
- Monday, July 3 - Day before Independence Day
- Tuesday, July 4 - Independence Day
- Monday, September 4 - Labor Day
- Friday, November 10 - Veteran's Day
- Thursday, November 23 - Thanksgiving
- Friday, November 24 - Day after Thanksgiving
- Monday, December 25 - Christmas Day
- Tuesday, December 26 - Day after Christmas



**TO:** ALL SITE PERSONNEL INCLUDING STAFF, CONTRACTORS, VENDORS, AND VISITORS  
**FROM:** Kyle Anderson  
**RE:** RNG Plant - Minimum PPE Requirements  
**DATE:** 9/15/2022

## **RNG Plant Minimum PPE Requirements**

This memo is to communicate that Dane County Department of Waste & Renewables has updated its Personal Protective Equipment (PPE) requirements. **EFFECTIVE 9/15/2022** ALL PERSONNEL ENTERING THE PERIMETER FENCE OF THE RNG PLANT ARE EXPECTED TO MEET THE PPE REQUIREMENTS AS LISTED BELOW.

(Contractors, vendors, and visitors are encouraged to provide their own PPE, but items listed below are available to check out from the RNG Plant Office Trailer, excluding footwear)

### **Minimum PPE required within perimeter fence of the RNG Plant:**

- **Personal 4-Gas Meter** capable of sensing LEL, CO2, H2S, and O2
- **Flame Resistant (FR) clothing** that is NFPA 2112 Category 2 rated, worn on the outer-most layer
- **High Visibility** upper-body garment that is ANSI Class 2 rated; worn on the outer-most layer
- **Footwear:** solid uppers with adequate ankle support that is electrical rated
- **Eye Protection:** Safety Glasses with side shields that are ANSI Z87 rated

### **Additional PPE Requirements - Task Dependent:**

- **Hearing protection** in areas where noise levels exceed 85 dBA
- **Hand protection** adequate to the task being performed (e.g. chemical / cut resistant gloves)
- **Head protection:** Class E hardhat when exposed to overhead hazards (e.g. scaffolding, aerial lifts)
- **Face Protection** when involved in debris generating activity

This list is not intended to be all inclusive as there may be tasks that require additional PPE.

Thank you for sharing in Waste & Renewables' core belief in safety.

Respectfully,

**Kyle Anderson, CSP, CHST**  
*Safety & Compliance Coordinator*  
Dane County Department of Waste & Renewables  
Mobile: 608.720.0595 | [anderson.kyle@countyofdane.com](mailto:anderson.kyle@countyofdane.com)