

Dane County Contract Cover Sheet

Revised 01/2025

Res 122
significant

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|----------------------------------|---|---------|-------|
| Dept./Division | Waste & Renewables | | |
| Vendor Name | Airgas | MUNIS # | 22943 |
| Brief Contract Title/Description | SUPPLY OF BULK NITROGEN AND OTHER GASES FOR DANE COUNTY RNG PLANT | | |
| Contract Term | 2025 - December 31, 2029 | | |
| Contract Amount | \$355,500.00 | | |

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|-------------------------------------|----------------------|
| Contract # Admin will assign | 15918 |
| 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 | Paul Jacobsen |
| Phone # | 608-405-2036 | Phone # | 608-250-0916 |
| Email | carlson.lindsey@danecounty.gov | Email | paul.jacobsen@airgas.com |
| Purchasing Officer | Pete Patten | | |

| | | | |
|----------------------|--|-------------------|-------------------------------------|
| Purchasing Authority | <input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required) | | |
| | <input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required) | | |
| | <input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required) | RFB/RFP # | |
| | <input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works) | | |
| | <input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works) | | |
| | <input checked="" type="checkbox"/> Cooperative Contract | Contract Name & # | E&I Coopeartive Services # CR001268 |
| | <input type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other | | |



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|------------|-------|------|---------------|------------|-------|--------------|
| MUNIS Req. | Req # | 199 | Org: SWMETHGO | Obj: 20104 | Proj: | \$ 30,000.00 |
| | | | Org: | Obj: | Proj: | \$ |
| | Year | 2025 | Org: | Obj: | Proj: | \$ |

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| 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. |

| | | | |
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| Resolution Required if contract exceeds \$100,000 | <input type="checkbox"/> Contract does not exceed \$100,000 | | |
| | <input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required. | Res # | 122 |
| | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. | Year | 2025 |

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

| | |
|----------------------------------|---|
| APPROVAL | |
| Dept. Head / Authorized Designee | |
| Welch, John | Digitally signed by Welch, John Date: 2025.08.12 09:33:55 -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: 8/12/25 | Date Out: _____ | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, August 12, 2025 3:39 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15918
Attachments: 15918.pdf

| Tracking: | Recipient | Read | Response |
|-----------|----------------------------|-------------------------|----------------------------|
| | Hicklin, Charles | Read: 8/12/2025 4:13 PM | Approve: 8/12/2025 4:13 PM |
| | Patten (Purchasing), Peter | | |
| | Gault, David | Read: 8/12/2025 3:51 PM | Approve: 8/12/2025 3:52 PM |
| | Cotillier, Joshua | | Approve: 8/12/2025 4:01 PM |
| | Stavn, Stephanie | Read: 8/12/2025 3:50 PM | |
| | Oby, Joe | | |

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

Contract #15918
Department: Waste & Renewables
Vendor: Airgas
Contract Description: Supply bulk nitrogen & other gases for RNG Plant (Res 122)
Contract Term: 8/1//25 – 12/31/29
Contract Amount: \$355,500.00

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.

Goldade, Michelle

From: Patten (Purchasing), Peter
Sent: Tuesday, August 12, 2025 4:30 PM
To: Goldade, Michelle
Subject: Approve: Contract #15918

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2025 RES-122

MEMBER SPECIFIC ADDENDUM TO COOPERATIVE CONTRACT NUMBER
CR001268 BETWEEN AIRGAS USA, LLC AND EDUCATIONAL AND INSTITUTIONAL
COOPERATIVE SERVICES FOR SUPPLY OF BULK NITROGEN AND OTHER GASES
FOR DANE COUNTY DEPARTMENT OF WASTE & RENEWABLES

This Member Specific Addendum is being entered into in connection with a Master Agreement between Airgas USA, LLC and Educational and Institutional Cooperative Services, Inc. ("E&I") dated October 1, 2024 (the "GPO Agreement"), Contract Number CR001268.

The Department of Waste and Renewables wishes to enter the member specific addendum to this agreement for a 5-year contract term in the amount of \$355,500.00

Dane County Department of Waste and Renewables has determined that an Increase to PO #20250085 by \$30,000 will be necessary to provide supply of goods for the rest of the 2025 calendar year.

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized to sign the Member Specific Addendum to this Agreement; and

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

MEMBER SPECIFIC ADDENDUM

This Member Specific Addendum ("Agreement") is being entered into in connection with a Master Agreement between Airgas USA, LLC and Educational and Institutional Cooperative Services, Inc. ("E&I") dated October 1, 2024 (the "GPO Agreement"), Contract Number CR001268. Capitalized terms not defined herein shall have the meanings ascribed thereto in the GPO Agreement. This Agreement is subject to the terms and conditions of the GPO Agreement.

Airgas USA, LLC, with offices at 1250 W Washington Street, West Chicago, IL 60185 ("Seller"), and Dane county on behalf of its Department of Waste and Renewables, with offices at 7242 Maahic Way Madison WI 53718 ("Buyer"), for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

1. **REQUIREMENTS:** (a) Buyer shall buy from Seller, and Seller shall sell to Buyer, Buyer's total present and future requirements of industrial, specialty, and/or medical gases, in gaseous and/or liquid form ("Product(s)") for its Department of Waste and Renewables. Products shall be for Buyer's use at the Waste and Renewables location at 7242 Maahic Way Madison WI 53718, any relocated, expanded, or new Buyer location(s) (collectively, "Buyer Locations"), in suitable containers including, without limitation, cylinders, liquid containers and/or bulk (including mini and micro bulk), and including on-site generation equipment, upon the terms and conditions set forth in this Agreement, including, without limitation, any rider, exhibit or amendment to this Agreement. The Products covered by this Agreement shall also include Buyer's requirements of (i) welding consumables and equipment, safety products and services, and related supplies as may be designated in any rider, exhibit or amendment hereto, (ii) dry ice as may be designated in any rider or amendment hereto and (iii) any products used by Buyer in substitution for any of the Products described herein. (b) The Products shall be for Buyer's own use, and not for resale, unless the parties execute a resale addendum. Buyer shall not transfill Products from any gas or liquid storage vessels or other equipment ("Equipment") or cylinders provided by Seller into other containers unless the parties execute a transfill addendum.
2. **TERM:** This Agreement shall be effective as of August 11th, 2025 ("Effective Date"). The initial term shall be five years measured from the first day of the month following the date of first delivery of Product by Seller hereunder to the last storage vessel installed at any Buyer Location. This Agreement shall terminate at the end of the Initial Term unless it is renewed upon mutual agreement of the parties (a "Renewal Term"). If the parties continue to transact business beyond the Term of this Agreement the Term will be extended on an interim basis until the parties execute a new agreement, extend this Agreement by amendment, or discontinue transacting business.
3. **PRICING AND PAYMENT TERMS:** The Product prices, Rental Fees and Facility Fees (which are referred to individually and collectively as the "Price(s)") are set forth on riders to this Agreement. Buyer shall make payment in full by cash, check, wire transfer or CTX formatted ACH by the thirtieth day following the date of invoice. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may, at Seller's option, exercise any one or more of the following (in addition to any other remedies available to Seller): (a) cease all Product deliveries; (b) require Buyer, as a condition of receiving deliveries, to prepay for such deliveries and pay past due amounts as specified by Seller; (c) collect from Buyer on any delinquent balance interest at the rate of one and one-half percent per month or, if less, the maximum rate permitted by law; and/or (d) remove any Equipment, cylinders and/or other containers provided by Seller and terminate, in whole or in part, this Agreement.
4. **CHARGES:** Buyer shall pay (a) Seller's itemized charges set forth in this Agreement, including, without limitation, any rider, exhibit or amendment to this Agreement and (b) any surcharges that Seller may assess due to (i) extraordinary, emergency or other unanticipated increases in the cost of manufacturing, purchasing, supplying or distributing Product and/or (ii) Product shortages (collectively, "Charges"). Charges are not subject to Section 19 (Price Changes) and may be amended or others may be added at Seller's discretion. None of the Charges represents a tax or fee paid to or imposed by any governmental authority, and all of the Charges are retained by Seller. Seller may not have specifically quantified the relationship between such Charges and the actual costs associated with such Charges, which can vary by Product, service, time and place, among other things.
5. **RENTAL/FACILITY FEES:** Seller shall monitor cylinder deliveries and returns hereunder and shall charge Buyer rental at the rates in the attached rider ("Rental Fee"). Each invoice for Rental Fees will show a number of cylinders outstanding as of the date of such invoice. The balance shown on any such invoice shall be deemed correct and conclusive unless Buyer submits a notice of dispute in writing to Seller within ninety-five days after the date of such invoice. Buyer shall continue to pay Rental Fees on all cylinders until (i) such cylinders have been returned to Seller or (ii) payment has been made with respect to loss or damage thereto, each as in accordance with Section 6 (Cylinder Return). In the event that any Equipment is installed by Seller or its representative at Buyer's facility for storage of Product, Buyer shall pay to Seller, for the availability of said Equipment for use hereunder, a fee computed by Seller for each item of Equipment so installed ("Facility Fee").
6. **CYLINDER RETURN:** Buyer shall return, in a good and non-contaminated condition, all cylinders, with valves closed, complete with caps and fittings and shall pay Seller the replacement value of any contaminated, lost or damaged cylinders, caps or fittings. Buyer shall not permit cylinders or other storage containers furnished hereunder to be filled with any product not furnished by Seller.
7. **BULK SITE REQUIREMENTS; ACCESS:** Buyer shall promptly furnish an accessible, secure location ("Site") for Seller's Equipment at each of its facilities at which Products are required to enable suitable delivery and storage of such Products, including all foundations, bollards, lighting, fences, pipes and other preparation and equipment required for the safe delivery and distribution of Product(s) to and from the Site. Buyer shall also provide at the Site, at Buyer's cost, all electricity or other utilities, including, if necessary, phone lines, as well as all licenses and permits required in connection with use of the Site. Buyer shall ensure that the Site at all times complies with all applicable laws, codes or regulations for the relevant jurisdiction. Buyer shall begin to pay Facility Fees in the event that Buyer is unable to provide the Site within thirty days after Seller notifies Buyer that Equipment is ready for installation. Authorized representatives of Buyer, Seller and/or Seller's representatives shall have access at all times to the Site, but Buyer shall deny access to all others.
8. **INSTALLATION:** Equipment provided by Seller shall be installed and maintained in good repair and operation by Seller. Buyer may provide its own equipment in which event Seller shall have no obligation to maintain the same. Buyer shall have no ownership interest in the Equipment installed at the Site by Seller and shall keep same free of any and all liens or claims of any kind. Seller may execute and record in the name of both parties UCC statements evidencing Seller's ownership of the Equipment. Buyer will pay any applicable UCC statement filing Charge. Buyer shall pay Seller's freight costs for delivery of the Equipment to Buyer's Location, and Seller's crane and rigging costs associated with the Equipment installation. Buyer shall be responsible and liable for payment of, or, if Seller makes payment, shall reimburse Seller for, all costs arising out of Site conditions requiring additional labor or other costs. Seller shall not be liable for any delay in installation of any Equipment. Buyer shall maintain adequate fire and extended coverage insurance on the Equipment, with loss payable to Seller. Buyer shall not alter, adjust or repair any Equipment installed by Seller at the Site. Buyer shall be responsible for any loss of, or damage to, such Equipment unless arising as a direct result of Seller's sole negligence. Except as provided in Section 16 (Excuse of Performance), Buyer shall not permit Equipment furnished hereunder to be filled with any product not furnished by Seller. Buyer shall reimburse Seller for labor, parts and materials as the result of any service call made by Seller or Seller's representative, except for the standard preventative maintenance service as defined by Seller's standard maintenance guidelines.

9. **EQUIPMENT CHANGE:** If in the sole judgment of Seller any Equipment installed by Seller shall become inadequate, including, without limitation, because of a substantial change in Buyer's requirements of Product, Seller shall have the right to substitute a different size or type of Equipment. The Facility Fee shall be appropriately adjusted by Seller to account for the substitution and Seller will provide written notice to Buyer of the new Facility Fee. This Agreement will cover all mode changes, including but not limited to: cylinders to liquid containers, liquid containers to bulk storage vessels, bulk storage vessels to on-site generation, or any combination of the preceding.
10. **REMOVAL:** (a) Seller shall have the right to remove any Equipment installed by it within ninety days after the expiration or termination of this Agreement. Buyer's obligation with respect to loss of, or damage to Equipment shall remain in full force and effect until Seller effects such removal. (b) Buyer may request Seller to remove any of its Equipment from the Site prior to the end of the Term by making a written request to Seller for Equipment removal and paying to Seller, upon the issuance of an invoice, (i) a pro-rata share of any unreimbursed costs incurred by Seller in installing such Equipment which reflects the balance of the Term of this Agreement that is unexpired as of the date of such removal and (ii) the estimated costs associated with the removal of the Equipment and shipping costs to the closest service center of Seller (collectively, "Removal Fee"). Seller will reimburse Buyer for any estimated amounts paid over actual costs following completion of the removal and shipment. No such removal shall affect Buyer's obligation to purchase its requirements for Products from Seller. (c) At the end of the Term, Buyer shall pay a Removal Fee. If Buyer fails to pay the Removal Fee when due, at Seller's option, this Agreement may be extended for a period of one year from the proposed termination date in the written notice ("Removal Term Extension"). If the Removal Fee is not paid within the Removal Term Extension, Seller shall have the option to extend this Agreement again as permitted in this Section.
11. **DELIVERIES:** (a) Bulk storage Sites shall be accessible for delivery twenty-four hours per day, seven days a week. (b) Seller or its representatives shall usually make deliveries of all other Products on regular business days between the hours of 8:00 a.m. and 5:00 p.m. or at other hours upon agreement of the parties. Buyer shall pay all additional expenses incurred by Seller as a result of deliveries at other hours or any other special delivery. (c) Deliveries made during a strike or other labor disturbance affecting Buyer shall be at Seller's sole option. If Seller does deliver during a strike or labor disturbance, then, notwithstanding anything to the contrary contained in this Agreement, Buyer assumes the entire risk and agrees to indemnify Seller from and against all costs, damages and losses arising out of any such delivery. (d) Seller may refuse to deliver Products to any Buyer Location if Seller reasonably believes that such Buyer Location or Buyer's use of the Product is unsafe or violates any applicable law or regulation, and Seller shall not be liable for such refusal to deliver. (e) Title and risk of loss of the Products shall pass to Buyer, (i) in the case of bulk Products upon delivery into the storage vessel, and (ii) for all other Products upon delivery to Buyer's Location. (f) Buyer shall monitor Product levels and give Seller reasonable, advance notice of changes in Buyer's Product volume requirements and/or patterns of use. (g) With respect to bulk Products sold hereunder, Seller may, at its sole option, but is not obligated to, make any delivery of less than seventy-five percent of the capacity of the storage vessel. If Buyer's actual volume requirement decreases below eighty-five percent or increases above one hundred and twenty percent of the Buyer provided Estimated Monthly Volumes for any given Product for three consecutive months, Seller may adjust the Price. (h) Deliveries of Products shall be measured by Seller using the method typically used by Seller for the type of delivery made. (i) No Products shall be returned to Seller without Seller's written authorization. Buyer shall pay a fifteen percent (15%) restocking Charge on all Products returned to Seller, except for returns provided for under Section 13 (Remedies; Limitation of Liability) hereof. Notwithstanding the foregoing, certain Products, including nitrile gloves, disposable clothing, and disposable respirators are sold on a final, non-cancelable, non-returnable, non-refundable basis.
12. **WARRANTY:** Seller warrants that, at the time of delivery, all gas Products furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. Any other Products sold by Seller will conform to Seller's or manufacturer's standard specifications. Seller makes no warranty with respect to non-gas Products manufactured by others, but will, on request, to the extent permitted, pass on to Buyer any applicable manufacturer's warranty. Seller warrants that the services shall be performed in a good and workmanlike manner. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.**
13. **REMEDIES; LIMITATION OF LIABILITY:** NEITHER SELLER NOR SELLER'S SUPPLIERS OF PRODUCTS ("SELLER'S SUPPLIERS") SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES. SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS, DELIVERY OF NON-CONFORMING PRODUCTS, SELLER'S FAILURE TO DELIVER SUCH PRODUCTS, INSTALLATION OR MAINTENANCE OF EQUIPMENT, EQUIPMENT MANUFACTURED BY SELLER, OR SERVICES PROVIDED BY SELLER SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. ALL CLAIMS BY BUYER HAVING ANYTHING TO DO WITH THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE MADE IN WRITING WITHIN NINETY FIVE DAYS AFTER THE EVENT GIVING RISE TO SUCH CLAIM AND FAILURE OF BUYER TO GIVE SUCH NOTICE SHALL CONSTITUTE A COMPLETE WAIVER BY BUYER OF ANY SUCH CLAIMS AND DEFENSE FOR SELLER AGAINST ANY SUCH CLAIMS. AS USED IN THIS SECTION, THE TERM "BUYER" AND "SELLER" SHALL INCLUDE NOT ONLY THE PARTY TO THIS AGREEMENT BUT ALSO ALL OF ITS AFFILIATES. THE PROVISIONS GOVERNING REMEDIES, LIMITATIONS OF LIABILITY AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.
14. **CUSTOM ORDERS/INVENTORY:** If Seller has ordered, manufactured or had manufactured for Buyer any custom or special order goods, including, by way of example only and not limitation, specialty gas blends or mixes, customized safety goods, or specialized Equipment, the expiration or early termination of this Agreement shall not relieve Buyer of its obligation to purchase and pay for all such goods.
15. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If Seller is unable to supply Products to Buyer, then Buyer may obtain replacement products from other sources and place them in the Equipment (if any) or, in the case of all other Products, use them at Buyer's Location(s) for that period of time during which Seller is unable to supply Buyer. This right is subject to Seller's prior written consent, which shall not be unreasonably withheld. During this period Buyer shall ensure that Equipment is not damaged and shall compensate Seller if any damages occur and hold Seller harmless for damage or injury.
16. **ALLOCATION:** If sufficient Product is not available from Seller's normal source of supply for any reason, Seller may allocate Product among its own requirements and its customers. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer shall pay all additional costs associated with such Product. Allocation in regard to this Section will completely satisfy and discharge Seller's supply obligations and Seller will, therefore, not be deemed to be in breach of such obligations.

17. **TAXES:** Prices are exclusive of any amount of federal, state and/or local excise, sales, use, property, retailer's occupation, gross receipts or similar taxes which may be imposed upon this transaction. Buyer shall pay all such taxes, including taxes on any Equipment, except Seller's income tax, either directly to the relevant taxing authority or as collected by Seller. In the event that Buyer claims exemption, full or partial, from such taxes, a properly completed exemption certificate with a list of the applicable exempt purchases, which will be acceptable to the appropriate taxing authorities, must be provided to Seller. Buyer will provide the applicable exemption certificate for each Buyer Location. Should such certificate(s) be found invalid, Buyer agrees to bear the burden of any interest and penalties assessed.

18. **PRICE CHANGES:** See GPO Agreement for Price Change provision Buyer's rights under this Section shall not apply to any Price increase arising as a result in whole or part of increased costs to Seller or its suppliers due to federal, state, or municipal taxes, tariffs, or government agency required audits or other regulations. The adjustments in Sections 4 (Charges), 9 (Equipment Change), 11 (Deliveries) and 17 (Allocation) are not subject to the Price Change provisions as outlined above.

19. **COMPLIANCE; SDS:** Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws, including without limitation any applicable anti-corruption/bribery laws, and laws regarding the safe handling, transportation, transfer, purchase and use of the Products, the inspection, monitoring, and use of the Equipment, and all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act and all applicable regulations thereunder, the Occupational Safety and Health Act, and all applicable regulations thereunder (collectively, "OSHA") and all relevant reporting obligations under OSHA, the Clean Air Act, and the Foreign Corrupt Practices Act of 1977, as well as any applicable licenses and consents required by such statutes, regulations, laws and regulations, which licenses and consents shall be obtained by Buyer. For the avoidance of doubt, Buyer's obligation of compliance as described in the immediately preceding sentence shall also include, but is not limited to, if applicable, full and complete compliance with the OSHA process safety management regulation found at 29 CFR 1910.119 and the Environmental Protection Agency risk management program requirements found at 40 CFR Part 68 with respect to all of the Equipment and Products, including but not limited to, Seller Equipment, and implementing and maintaining a risk management program and a process safety management program, in regards to Buyer's inspection, monitoring, adjustment, use, storage, movement, handling, transfer or transportation of the Products and Equipment, including but not limited to, Seller Equipment. Such obligation, including, but not limited to, the obligation to monitor and inspect the Equipment, and to maintain the Site in accordance with all state and federal OSHA requirements, shall at all times remain solely the responsibility of Buyer notwithstanding Seller's ownership interest in, and obligations to maintain, the Seller Equipment. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to www.airgas.com/sds-search. Buyer understands that the Products must not be used without first properly training Buyer's personnel in the safe handling of the Products and Equipment and/or receiving documentation that personnel has had proper training, and consulting the SDS. Seller complies with its Anti-Corruption Code of Conduct available to Buyer at <https://www.airgas.com/sustainability-corporate-responsibility>. Buyer shall indemnify, defend and hold harmless Seller (and its employees, officers, directors, agents and affiliates) from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney's fees) (collectively, "Claims" and each a "Claim") arising from Buyer's failure to comply with the terms set forth in this Section 20.

20. **BUYER'S RESPONSIBILITIES:** Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. Buyer acknowledges that there are hazards associated with the use of the Products, that it understands such hazards, and that it is the responsibility of Buyer to warn and protect all those exposed to such hazards. It is Buyer's responsibility to ensure that: (i) the use and/or installation of the Products complies with all applicable laws, codes or regulations for the relevant jurisdiction; (ii) the Products are safe for the intended use; and (iii) the Products are handled in a safe and professional manner. Buyer shall have the sole responsibility for determining the suitability of any of Seller's Products for the use contemplated by Buyer. After delivery of Products to Buyer pursuant to this Agreement, Buyer assumes all risk and liability arising out of the presence, storage, transport or use of the Products.

21. **GOVERNING LAW; DISPUTE RESOLUTION; CLASS ACTION AND TRIAL BY JURY WAIVER:** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Delaware, without regard to its conflict of laws principles. Prior to either party filing a lawsuit, except to prevent the running of any applicable statute of limitations, all disputes and claims regarding this Agreement shall be submitted to non-binding mediation. If the parties cannot agree on a mediator, one will be selected pursuant to American Arbitration Association rules. **BOTH PARTIES HERETO HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY HERETO OR TO PRODUCT SUPPLIED HEREUNDER. ANY CLAIM MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM.**

22. **NOTICES:** Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address on the first page hereof or such other address as the recipient may provide, and given via the following methods: hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose, and shall be deemed to have been given on the date such notice is hand delivered or sent, as applicable. Notices of excuse of performance, allocation, adjustments to Prices or Charges (including the establishment of any surcharges) provided hereunder may also be sent by U.S. mail and shall be deemed to have been given two business days after being deposited with the U.S. Postal Service. Notwithstanding the foregoing, a notice of termination under Section 2 (Term) or 19 (Price Changes) hereof must be given by certified mail or overnight courier providing proof of delivery.

23. **GPO RECOGNITION:** In the event that Buyer changes its group purchasing organization ("GPO") affiliation, Seller shall only acknowledge such change when E&I no longer show that Buyer is on its roster. In such event, Seller may (a) maintain the current terms and conditions of this Agreement, (b) adjust pricing to reflect competitive non-GPO pricing, in which case the terms of Article 19 shall not apply to such pricing adjustment, (c) request that Buyer execute a new agreement, reflecting Buyer's new GPO affiliation adding any remaining Agreement committed term or (d) with Buyer's consent (and the consent of Buyer's new GPO affiliation, if required), treat this Agreement as being subject to the relationship between Seller and such GPO.

24. **MISCELLANEOUS:** (a) Buyer represents that Buyer is contractually free to enter into this Agreement and to perform hereunder. Buyer shall fully indemnify, hold harmless, and defend Seller (and its employees, officers, directors, agents, and affiliates) from and against any and all Claims which arise out of or relate to Buyer's representation in this Section 25 (a), in each case whether or not such Claim has any merit. (b) The invalidity or unenforceability of any provision of this Agreement under the laws of any state in which this Agreement is in effect shall not affect the validity or enforceability of any other provision of this Agreement. (c) Buyer shall not require waiver or release of any personal right or execution of any document that conflicts with this Agreement or provides for additional obligations of the parties from Seller's employees, subcontractors or representatives in connection with Seller's entry onto the premises of Buyer and Buyer agrees that no such release, waiver or document shall be binding, if executed by Seller's employee, subcontractor or representative. (d) The waiver by either party of any of its rights under this Agreement shall not be construed as constituting a precedent. (e) Buyer must receive Seller's consent to assign this Agreement. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. If Buyer transfers a material part of its assets and/or its operations at any Buyer Location or its stock to a third party, Buyer shall require the third party to accept an assignment of this Agreement, as it relates to any applicable Buyer Location or Product, in form and content acceptable to Seller. (g) Buyer represents and warrants that this Agreement has been duly and validly authorized, executed, and delivered. (h) This Agreement may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart and legal, valid and binding execution by such party. (i) As a part of the consideration for this Agreement, the applicable provisions of Section 13 (Remedies; Limitation of Liability) shall extend to and be enforceable by and for the benefit of Seller's Suppliers. (j) This Agreement with any riders, exhibits and/or amendments represents the entire agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective.

Dane County on behalf of Waste and Renewables (Buyer)

Accepted By: _____

Printed Name: _____

Authorized Representative: _____

Title: _____ Date: _____

AIRGAS USA, LLC (Seller)

Submitted By: Paul Jacobsen / Jeff Snell

Accepted By:  _____

Printed Name: **MARK R. NELSON**

Title **AREA V.P.** Date: **8/12/25**

Exhibit 1 to Addendum

Exhibit 1 to Addendum between Dane County Department of Waste and Renewables and Airgas USA, LLC with an Effective Date of August 11, 2025

Bulk Recurring Charges

| | |
|--|-------------------|
| Standard Delivery Charge | \$ 160/delivery |
| Preferred Delivery Window [non-24 hr./7 day] | \$ 160 / delivery |
| Hazmat Charge (for handling of hazardous materials & compliance with laws & regulations concerning them) | \$ 77/delivery |
| Fuel Charge | Variable |

Services & Miscellaneous

| | |
|---|----------------------|
| Telemetry with reorder service | \$ 50 / month |
| Equipment Installation / Removal | \$ * |
| Equipment Preventive Maintenance | \$ * |
| Equipment Rental | \$ * |
| Equipment Repair | \$ * |
| Foundation Specifications & Drawings, customer specific | \$ * |
| Non-Medical Vessel Inspection | \$ 402.50 each |
| On-line Subscription Service | \$ 50 / month |
| Parts & Consumables | \$ * |
| Piping [flow audit, leak detection, consulting, design, installation] | \$ * |
| Project/Application Specialist | \$ * |
| Service Technician | \$ * |
| Stack Emissions Testing | \$ * |
| Safety Awareness Session | \$ * |
| UCC-1 Filing / Account Setup Fee | \$ 200 / transaction |

Delivery

| | |
|--|--|
| Canceled Delivery or Undeliverable Site | \$ 500 / occurrence |
| Delivery Vehicle Delayed at Customer | \$ 50 / 15 min. interval |
| Duplicate Copy of Invoice / Delivery Ticket | \$ 50 / occurrence |
| Partial Delivery Request / Hot Fill Purge | \$ 400 / delivery |
| Preferred Delivery Window [non-24 hr./7 day] | \$ 400 / delivery |
| Proof of Delivery with Invoice | \$ 50 / occurrence |
| Railcar Delay at Customer | \$ 100 / day [commencing on the third day] |
| Required Signature on Delivery Ticket | \$ 25 / delivery |
| Rush Delivery [less than 24 hr. notice] | \$ 400 / delivery |
| Scaled Weight Documentation | \$ 60 / delivery |

Analytical Services / Certificate of Analysis

| | | |
|---|--|--|
| Liquid Oxygen: Purity \$ 75 Trace hydrogen \$ 150 Trace carbon monoxide \$ 100 Trace carbon dioxide \$ 100 Trace total hydrocarbons \$ 100 Trace nitrogen \$ 100 Moisture \$ 75 | Liquid Nitrogen: Purity \$ 75 Oxygen \$ 100 Trace hydrogen \$ 150 Trace carbon monoxide \$ 100 Trace carbon dioxide \$ 100 Trace total hydrocarbons \$ 100 Particulates \$ 225 Moisture \$ 75 | Liquid Argon: Oxygen, nitrogen and moisture only \$ 100 Trace hydrogen \$ 150 Trace carbon dioxide \$ 100 Trace total hydrocarbons \$ 100 |
| Liquid Hydrogen: Oxygen, nitrogen, total hydrocarbons, carbon monoxide, carbon dioxide and moisture \$ 150 | Liquid or Gaseous Helium: Purity, total hydrocarbons, oxygen, argon, and moisture \$ 150 | Certificate of Analysis for FDA Regulated Products: Liquid Oxygen USP or Liquid Nitrogen NNFF \$ 100 General Certificate of Conformance to CGA guidelines \$ 75 |
| Liquid CO2 Standard Analysis: Beverage Analysis / Certification - Lot/Trailer Analysis \$350 Certificate of Analysis (C of A) – FDA Regulated ((UOSSPP)) \$350 | Liquid CO2 Customized Analysis: Certificate of Analysis (C of A) – 3 Components or less - Lot/Trailer ** \$ 150 Certificate of Analysis (C of A) – Greater than 3 Components - Lot/Trailer ** \$ 350 | Liquid CO2 Kosher Product: Plant Certification Letter \$ 350 / letter Delivery Certification \$ 100 / delivery |
| * Pricing varies based on specific customer requirements Some Services may require a separate Service Agreement. Some Services may not be available at all locations. Lot/Trailer is an analysis of a specific truck load. | | |



Initials Buyer



Initials Seller

Bulk Gases Rider

Rider to Addendum between Dane county Department of Waste and Renewables and Airgas USA, LLC, with an Effective Date of August 11, 2025

Buyer's Location(s): 7242 Maahic Way Madison WI 53718

| Product | Monthly Volume | Unit of Measure | Price/Unit | Equipment | Monthly Rent |
|----------|----------------|-----------------------------|------------|--|--------------|
| Nitrogen | 343,500 SCF | CCF (Hundred Cubic Feet) | \$.73/CCF | 6000 Gallon Tank, Vaporization, Telemetry, Final Line Manifold | \$630.00 |

*All Products not listed but purchased by Buyer from Seller under the Agreement will be priced at market level, including Facility Fees.

Seller Piping Representation: Buyer shall notify Seller if any piping that will be serviced with gas from Seller's Equipment is constructed using, or contains components made with, non-resilient material as defined in CGA Standard (P-56) (i.e. carbon steel, aluminum or plastic), and Buyer is responsible for ensuring the piping network is designed, installed, and tested in accordance ASME B31.3 (or ASME B31.12 for H₂) as enforced by the local governing fire code NFPA 55. Buyer shall indemnify, defend and hold harmless Seller from and against any and all claims, damages, demands, liabilities, fees, costs and expenses (including reasonable attorneys' fees) arising from Buyer's failure to comply with the standards and representations set forth in this paragraph.

☐ **Buyer Owned or Provided Equipment (Check Box if Buyer owns or is supplying any Equipment):** Buyer shall at its expense (a) provide and maintain a storage system compliant with all applicable legal and safety requirements and generally accepted industry standards, as well as any specifications provided by Seller, for the delivery into and storage of the Products ("Buyer's Equipment"); (b) provide and maintain throughout the Term a safe and secure site acceptable to Seller for Buyer's Equipment, deliveries of Product, and the performance of all other obligations of Seller, and which is in accordance with all applicable legal and safety requirements including, without limitation, all state and federal OSHA requirements ("Site"); (c) provide all foundations, bollards, pipes, fencing, and security measures to ensure safe delivery and distribution of Product(s) to and from the Site; (d) provide lighting, power, and other utilities as specified by Seller, including but not limited to dedicated analog phone lines and phone service for telemetry (if deemed necessary by Seller); (e) at all times provide continuous unencumbered access by road to the Site for Seller's representatives and vehicles; and (f) provide all required permits and licenses required for Buyer's Equipment and in connection with the use of the Site, and provide copies of such permits and licenses to Seller upon request. Since Buyer's Equipment is the property of the Buyer or a third party, all risks of loss or damage to the storage system and any liability arising out of use of Buyer's Equipment (including transfilling) are assumed by Buyer, and Buyer will notify Seller immediately of any damage, malfunction or change relating to Buyer's Equipment. Buyer shall (i) maintain the Buyer's Equipment in good repair and safe operating condition; (ii) be responsible for monitoring the Buyer's Equipment and for losses of Product occurring for any reason, including, but not limited to, breakdown of the Buyer's Equipment; (iii) make regular and frequent inspections of the Buyer Equipment to detect the presence of any mechanical malfunctions and leaks; and (iv) notify Seller immediately of any damage, malfunction or change relating to Buyer's Equipment. Buyer shall indemnify, defend and hold harmless Seller from and against any and all claims, damages, demands, liabilities, fees, costs and expenses (including reasonable attorneys' fees) arising from Buyer's failure to comply with the terms set forth in this paragraph.

Dane County on behalf of the Department of Waste and Renewables(Buyer)

AIRGAS USA, LLC

(Seller)

Accepted By: _____

Submitted By: Paul Jacobsen / Jeff Snell _____

Printed Name: _____

Accepted By: Mark R. Nelson _____

Authorized Representative: _____

Printed Name: Mark R. Nelson _____

Title: _____ Date: _____

Title AREA V.P. Date: 8/12/25



Cylinder Gases Rider

**Rider to Addendum between Dane county Department of Waste and Renewables and Airgas USA, LLC
with an Effective Date of August 11, 2025**

Buyer's Location(s): 7242 Maahic Way Madison WI 53718

| <u>Product</u> | <u>Price/ Cylinder</u> | <u>Cylinder Size</u> | <u>Daily Rental Fee</u> |
|-----------------|------------------------|----------------------|-------------------------|
| OX C23 | 314.27 | 314.27 | 2.85 |
| OX C22 | 268.80 | 268.80 | 2.85 |
| NI 200 | 8.55 | 8.55 | .94 |
| X04ME49C15A0005 | 685.03 | 685.03 | .94 |
| HE UHP300 | 542.46 | 542.46 | .94 |
| HY UHP300 | 190.80 | 190.80 | .94 |
| NI 450LT500 | 402.80 | 402.80 | 4.50 |

*All other Products not listed but purchased by Buyer from Seller under the Agreement will be priced at market level, including daily rental fees.

Additional Requirements: Should there be a material increase in Buyer's requirements for any of the Products set forth on this Rider, as compared to Buyer's requirements at the inception of the Agreement, Seller shall not be obligated, but shall have the right at its option, to deliver Product that exceeds such original amount. If, to meet such additional requirements, Seller must obtain Product from alternative sources of supply, Buyer shall pay all additional costs associated with such additional supply.

Connection: Seller's delivery of Products does not include the connection of any of Seller's containers to any of Buyer's devices and/or hardware and Seller shall refuse any such request from Buyer unless such service is specifically provided for in Connection Rider. If Buyer requests such service without the Connection Rider, Buyer is fully liable for the result of such connection.

Hazmat Charge is \$ 40 per delivery

Delivery Charge is \$10 per delivery

Fuel Charge is Variable

Dane County on behalf of the Department of Waste and Renewables (Buyer) **AIRGAS USA, LLC** (Seller)

Accepted By: _____

Submitted By: Paul Jacobsen / Jeff Snell

Printed Name: _____

Accepted By: 

Authorized Representative: _____

Printed Name: Mark R. Nelson

Title: _____ Date: _____

Title AREA V.P. Date: 8/12/25