

RFB NO. 313038



CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

PUBLIC WORKS SOLID WASTE DIVISION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713

REQUEST FOR BIDS NO. 313038 REFUSE HAULING AND COLLECTION FROM COUNTY FACILITIES DEPARTMENT OF PUBLIC WORKS, HIGHWAY & TRANSPORTATION: SOLID WASTE DIVISION 1919 ALLIANT ENERGY CENTER WAY MADISON, WISCONSIN

Due Date / Time: **TUESDAY, FEBRUARY, 2013 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

Performance / Payment Bond: **100% OF CONTRACT AMOUNT**

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

JOHN WELCH, SOLID WASTE MANAGER
TELEPHONE NO.: 608/516-4154
FAX NO.: 608/267-1533
E-MAIL: WELCH@COUNTYOFDANE.COM

DOCUMENT INDEX FOR RFB NO. 313038

PROCUREMENT AND CONTRACTING REQUIREMENTS

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LEGAL NOTICE

INVITATION TO BID

Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Bids until:

2:00 P.M., TUESDAY, FEBRUARY 5, 2013

REQUEST FOR BIDS NO. 313038

**REFUSE HAULING AND COLLECTION FROM COUNTY FACILITIES
DEPARTMENT OF PUBLIC WORKS, HIGHWAY & TRANSPORTATION: SOLID
WASTE DIVISION**

1919 ALLIANT ENERGY CENTER WAY

MADISON, WISCONSIN 53713

Dane County is inviting bids for waste hauling and collection services for County administered offices and facilities.

Request for Bids package may be obtained after **2:00 p.m. on Tuesday, January 22, 2013** at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608/266-4018, or downloading it from www.countyofdane.com/pwbids. Please call John Welch, Solid Waste Manager, at 608/516-4154, for any questions or additional information.

All Bidders must be a registered vendor with Dane County & pay an annual registration fee. Complete Vendor Registration Form at www.danepurchasing.com/registration or obtain one by calling 608/266-4131.

**PUBLISH: TUESDAY, JANUARY 22 & 29, 2013 - WISCONSIN STATE JOURNAL
TUESDAY, JANUARY 22 & 29, 2013 - THE DAILY REPORTER**

INSTRUCTIONS TO BIDDERS

Refuse Hauling and Collection from County Facilities
Department of Public Works, Highway & Transportation: Solid waste Division
1919 Alliant Energy Center Way
Madison, Wisconsin

1. SECURING DOCUMENTS

- A. Bid Documents may be obtained at:
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way, Madison, Wisconsin 53713
608/266-4018
or at:
www.countyofdane.com/pwht/bid
- B. If Bid Documents are obtained from the Dane County web site, Bidder is responsible to check back regularly at the web site for Addenda.
- C. Deposit for Drawings and Specifications is not required.

2. BID REQUIREMENTS

- A. Bidder shall submit container price, haul price, and total price for specific locations on the Bid Form. Bidders may bid on any or all of the sites locations.
- B. Envelope containing Bid shall be clearly marked as for this project (note title at top of page). Bids shall be delivered to:
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713
- C. One (1) Bid Form shall be submitted with your Bid. Bid Form is provided with Bid Documents; no other form or letter shall be accepted.
- D. Bidders shall not add any conditions, escalator clauses or qualifying statements to Bid Form.
- E. Erasures or other changes to Bid must be explained or noted, and shall be accompanied by initials of bidder.
- F. Legally authorized official of bidder's organization shall sign Bids.
- G. Bidder's organization shall submit completed Fair Labor Practices Certification form, included in these Construction Documents.
- I. Successful bidder shall furnish and pay for Performance / Payment Bond as called for in Conditions of Contract.

3. INQUIRIES

- A. Written inquiries regarding intent of Construction Documents should be directed to:
John Welch, Solid Waste Manager
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way, Madison, Wisconsin 53713
Fax: 608/267-1533
Email: Welch@countyofdane.com
- B. Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of Construction Documents to attention of Department of Public Works, Highway & Transportation at least ten (10) days before due date for Bids. Prompt clarification of intent of Construction Documents shall be made available to bidders in form of Addendum. Bidder shall acknowledge all Addenda on Bid Form.
- C. Failure to request clarification of interpretation of Construction Documents shall not relieve bidders of their responsibilities to perform Work.

4. ALTERNATES

- A. Not used.

5. WITHDRAWAL OF BIDS

- A. Any bidder may withdraw their Bid any time prior to Bid Due Date. Withdrawn Bids shall be returned unopened.

6. BID DUE DATE

- A. See Legal Notice (advertisement).

7. COMMENCEMENT AND COMPLETION OF WORK

- A. The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for two years from the date, with an option by mutual agreement of the County and contractor, to renew for three (3) additional one-year periods. These are not automatic extensions. Vendor performance may be taken into consideration in the decision by the contracting agencies and the Purchasing Division to either continue this contract into each of the three (3) optional renewal years or to terminate and re-bid this contract.
- B. Anticipated start date: June 1, 2013

8. RESERVATION

- A. Dane County reserves the right to reject any or all Bids, to waive any informalities in the Bid, and to accept any Bid which shall be in the best interest of Dane County.

SCOPE OF WORK

- 1) The contractor shall furnish containers, collect, haul, and dispose of all refuse generated by County occupied locations with its own equipment and personnel with a few minor exceptions where the County owns waste containers. All landfillable refuse shall be disposed of at Dane County Sanitary Landfill - Site # 2 in accordance with rules and regulations as established by Dane County Public Works - Solid Waste Division. **No alternative landfill sites will be considered.**
- 2) All work listed shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.
- 3) The contractor shall provide an adequate number of competent, properly trained personnel with sufficient supervision to provide the required services at all times. The contractor shall provide all personnel with a complete set of specifications and schedules to ensure all required services are completed.
- 4) The contractor shall supply reasonable verification that waste is being delivered to Dane County Sanitary Landfill - Site #2. If this policy is violated, the contractor shall be responsible to pay the County 150% of the Dane County Sanitary Landfill - Site #2 disposal fee for the volume of waste taken elsewhere.
- 5) The contractor shall furnish recyclable and paper containers, collect, haul, sort, store, and contact the County paper buyer for disposition of paper, including corrugated, at appropriate times with its own equipment and personnel. Eighty percent of the revenues generated from the sale of recyclable materials shall be paid to the County.
- 6) Contractor shall keep containers, packers, and any other equipment clean and odor free. Containers shall be fly, vermin, and rodent proof. All containers shall be covered unless the site manager requests uncovered containers. All containers shall be safe. Any container deemed to be in an unsafe condition shall be replaced with 48 hours of notification by the site manager.
- 7) The contractor shall not be responsible for removing hazardous waste, medical waste, or any other problematical wastes banned by the County, or any other regulatory authority. If the contractor's employee arrives on site and finds these items, he shall notify the site contact person. It then becomes the responsibility of the County. If this happens repeatedly, the contractor shall inform the County Purchasing Division and other actions will be taken.
- 8) The contractor and its employees shall conduct themselves in a decent, orderly, and businesslike manner at all times, while performing the provisions of this contract. The County reserves the right to have the contractor replace any employee failing to comply with these terms. Failure to do so may result in the cancellation of this contract.
- 9) A site manager may request a change of container style or size at any time. The contractor shall furnish the requested container at the County bid price.
- 10) Pickup Service Schedule:

Normal pickup schedules are listed in on the bid form. When required, contractors shall respond within 4-6 hours for pickup on demand at noted locations. (Rodefild Landfill No 2. requires a two (2) hour turn around time)

11) Special Note:

Due to security reasons, safety concerns and animal health issues a single bid for an all-inclusive service at the Henry Vilas Zoo in accordance with the service needs may be considered. Service to the Henry Vilas Zoo may be awarded to a single contractor.

12) Questions by the contractor during the performance of this contract shall be directed to the Solid Waste Manager.

Name of Bidding Firm: _____

BID FORM

BID NO. 313038

PROJECT: REFUSE HAULING AND COLLECTION FROM COUNTY FACILITIES

**TO: DANE COUNTY DEPARTMENT OF PUBLIC WORKS, HIGHWAY &
TRANSPORTATION PROJECT ENGINEER
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713**

Bids must be submitted on the attached bid forms. Bids submitted otherwise will be rejected. Dane County reserves the right to accept or reject any and all bids submitted; and to accept such bids deemed to be in the best interest of the County. The bids will be reviewed initially to determine if technical requirements are met. Copies of proposed container diagrams/drawing must be submitted with your bid for easy identification.

Bidders may bid on any or all of the sites locations.

Bid shall include container cost, hauling cost, and total for each listed item.

A listing of anticipated pickup locations, container sizes, and frequency of pickups is shown on the pickup bid schedule. The bid form shows the weekly total number of pickups for each size container. Bidders must enter a container price, haul price, and total price.

The County may conduct up to four audits per year when the contractor will be asked to bring solely, the county waste picked up, directly to the County landfill without picking up other customers. These audits will be conducted with reasonable notice and at mutually agreeable times and dates. A representative of the County will ride along from material collection until disposal. Periodic meetings at the County's request may be scheduled to review contracted service and to resolve any disputes.

Name of Bidding Firm: _____

**DANE COUNTY
REFUSE HAULING & COLLECTION SCHEDULE**

DANE COUNTY AGENCY/ ADDRESS PHONE AND CONTACT	REFUSE, RECYCLABLE MIXED PAPER OR CARDBOARD	CONTAINER SIZE	NUMBER OF CONTAINERS	FREQUENCY OF PICKUP AND DAYS OF THE WEEK	CONTAINER COST PER YEAR \$	HAULING COST PER PICK UP \$	BID AMOUNT \$
Alliant Energy Ctr 1919 Alliant Energy Ctr Way Madison WI 53713							
267-8856	REFUSE	42 yard compactor	1 cont owned by county	As needed			
Crew Leader	REFUSE	35 yard compactor	1 cont owned by county	As needed			
	REFUSE	30 yard	4 cont owned by county	As needed			
Facility Manager	CARDBOARD	15 yard compactor	1 cont owned by county	As needed			
	CARDBOARD	42 yard compactor	1 cont owned by county	As needed			
	REFUSE	8 yard	1	2 x week T&F			
	RECYCLING	6 yard	1				
D C Regional Airport 4000 International Lane Madison, WI 53704							
246-3383	REFUSE	42 yard with compactor	1	As Needed			
	REFUSE	42 yard without Compactor	1	As Needed			
Shane Hurley	RECYCLABLES	2 yard	1	Weekly			
	REFUSE	4 yard	1	EOW on Weds			
	CARDBOARD	25 yard with compactor	1	As needed			
	CARDBOARD	25 yard without compactor	1	As needed			
Juvenile Shelter Home 2402 Atwood Ave. Madison, WI 53704							
246-3889	Refuse						
	Recyclable						
Sheriff's Office Ferris Center 2120 Rimrock Road Madison 53713							
267-8853	REFUSE	8 yard	1	2 x week T & F			
Sgt. John Brogan	RECYCLABLES	2 yard	1	1 x month			
	CARDBOARD	8 yard	1	As needed			

Firearms Training Center 5184 Hwy 19 Waunakee WI 53597							
Lorie Wiessinger	REFUSE	6 yard	1	1 x week W			
	RECYCLABLES	2yard	1	1 x month M			
	CARDBOARD	8 yard	1	1 x month M			
Public Safety Building 115 W. Doty Street Madison WI 53703	CORRUGATED	34 Yard Compactor	1	2 x month			
266-4350	RECYCLABLES	2 yard	2	2 x week			
Jerry Clark							
Stoughton Sheriff's Office S.E. 2354 Cty Rd N Stoughton WI 53589							
266-4350	CARDBOARD	96 gallon	1	1 x month T			
Gerry Hundt							
Middleton Sheriff's Office 7555 W. Old Sauk Road Middleton WI 53562							
266-4350	CARDBOARD	96 gallon	1	1 x month T			
Extension Office 1 FEN OAK COURT MADISON WI 53718-8812							
224-3707	REFUSE	8yard	1	EOW on T			
Emily Capicik	RECYCLABLES	2 yard	1	1 x month			
	CARDBOARD	96 gallon	2	EOW			
	CARDBOARD	2 yard	1	EOW			

Public Works Dept Rodefild Landfill 7102 U.S. Hwy 12 & 18 Madison WI 53713							
266-4990	REFUSE	20 Yard	2	As needed with 2 hour turnaround time			
Mike DiMaggio							
Verona Compost Site Adjacent To The Old Landfill Site							
266-4990	REFUSE	2 yard	1	As needed			
Mike DiMaggio							
Westport Compost Site 5254 Highway 19							
266-4990							
Mike DiMaggio	REFUSE	2 yard	1	As needed			
Henry Vilas Zoo 702 S. Randall Street Madison WI 53715	All Zoo containers to be picked before 9:30 A.M. Manure containers to be picked after 8:00 A.M. during winter months						
266-4733							
Jeff Stafford							
Aviary	REFUSE	2 YARD	1	2 x week T & F full year			
Primate House	REFUSE	2 yard	1	2 x week T & F full year			
Camel Barn	REFUSE	2 yard	1	2 x week T & F full year			
Children's Zoo Barn	REFUSE	2 yard	1	2 x week T & F full year			
Maintenance Building	REFUSE	4 yard	1	2 x week T & F full year			
Shelter Service Aisle	REFUSE	2 yard	1	2 x week T & F full year			
Children's Zoo Concession	REFUSE	2 yard	5	April 1- Nov 1 2 x week T & F			

Big Cat Concession	REFUSE	2 yard	3	April 1- Nov 1 2 x week T & F			
Children's Zoo Concession	REFUSE	2 yard	2	Nov 2 – March 31 as needed			
Big Cat Concession	REFUSE	2 yard	2	Nov 2 – March 31 as needed			
Aviary	RECYCLABLES	2 yard	1	1 x week full year – F			
Children's Zoo Concession Stand	RECYCLABLES	2 yard	2	April 1- Nov 1 1 x week F			
Big Cat Concession Stand	RECYCLABLES	2 yard	2	April 1- Nov 1 1 x week F			
Children's Zoo Concession Stand	RECYCLABLES	2 yard	2	Nov 2 – March 31 as needed			
Big Cat Concession Stand	RECYCLABLES	2 yard	2	Nov 2 – March 31 as needed			
Children's Zoo Concession Stand	CARDBOARD	2 yard	2	April 1- Nov 1 1 x week F			
Big Cat Concession Stand	CARDBOARD	2 yard	2	Nov 2 – March 31 as needed			
Aviary	MANURE	95 gal	6	1 x week full year – T or F			
Primate House	MANURE	2 yard	1	2 x week T & F full year			
Camel Barn	MANURE	2 yard	1	2 x week T & F full year			
Camel Barn	MANURE	95 gal	8	2 x week T & F full year			
Big Cat Service	MANURE	95 gal	1	2 x week T & F full year			
Rhino Barn	MANURE	95 gal	5	2 x week T & F full year			
Children's Zoo	MANURE	95 gal	14	2 x week T & F full year			

Flamingo	MANURE	95 gal	4	2 x week T & F full year			
North American Prairie Shelter Service Aisle	MANURE	2 yard	1	2 x week T & F full year			
Animal Health Center	MANURE	95 gal	2	2 x week T & F full year			
Capitol Square Parking Ramp 113 S. Henry Street Madison WI 53703							
266 -4363	REFUSE	2 yard	1	As needed			
Karen Shevet Dinah							
Highway & Transp Dept 2302 Fish Hatchery Road Madison WI 53713-2495							
266-4041	REFUSE	20 yard	1	As needed			
Dawn Erickson	SCRAP METAL	20 yard	1	As needed			
Highway & Transp Dept 2520 Cth "B" Stoughton WI 53589							
	REFUSE	20 yard	1	As needed			
	SCRAP METAL	20 yard	1	As needed			
Highway & Transp Dept 641 W. Main Street Sun Prairie WI 53590							
	REFUSE	20 yard	1	As needed			
	SCRAP METAL	20 yard	1	As needed			
Highway & Transp Dept 9932 Us 18-151 Business Mt Horeb WI 53572							
	REFUSE	30 yard	1	As needed			

Highway & Trans Dept (Springfield) 7299 Sth 19 Waunakee WI 53597							
	REFUSE	30 yard	1	As needed			
Highway Transportation Dept 4537 Cth "P" Cross Plains WI 53528							
	REFUSE	30 yard	1	As Needed			
Day Shelter 849 E. Washington Ave. Madison, WI 53703							
242-6260	REFUSE	2 yard	1	1 x week F			
Laura Huttner	CARDBOARD	2 yard	2	2 x month			
Detox 2914 Industrial Drive Madison WI 53713							
Laura Huttner	REFUSE	6 yard	1	1 x week W			
242-6260	CARDBOARD	6 yard	1	EOW			
Courthouse 215 S. Hamilton Madison WI 53713							
	REFUSE	34 yard Compactor	1	1 x week			
266-4350	RECYCLABLES PAPER	8 YARD	1	4 x week			
Jerry Clark	CART TIP	Cart Tip	1				
South Madison 2322 S. Park Street Madison WI 53713							
Laura Huttner	REFUSE	4 yard	1	1 x week T			
	CARDBOARD	2 yard	1	1 x month			
Job Center 1819 Aberg Ave Madison WI 53704							
Laura Huttner	REFUSE	8 yard	1	3 x week M W F			
	CARDBOARD	8 yard	1	EOW			

Human Services 1202 Northport Drive Madison WI 53704								
	REFUSE	8 yard	1	1 x week M				
Laura Huttner	RECYCLABLES	2 yard	1	1 x month				
	CARDBOARD	8 yard	1	1 x month				
Stoughton Human Services 125 Veterans Road Stoughton WI 53589								
Laura Huttner	REFUSE	2 yard	1	EOW Tu				
	CARDBOARD	2 yard	1	1 x month				
ADRC 2865 N. Sherman Ave. Madison, WI 53704								
Laura Huttner	CARDBOARD	2 yard	1	2 x month				
	REFUSE	2 yard		1 x week				
Badger Prairie Health Center 1100 E. Verona Road Verona WI 53593								
845-1244	REFUSE	34 yard with compactor	1	2 x month				
Greg Brockmeyer	CART TIP		1					
	CARDBOARD	8 yard	1	2 x month				
Consolidated Food Service 1130 E. Verona Road Verona WI 53593								
845-1244	REFUSE	34 Yard with compactor	1	As needed				
Greg Brockmeyer	RECYCLABLES	8 yard	1	1 x week				
	CARDBOARD	40 yard with compactor	1	As needed				
Parks Department 4318 Robertson Road Madison WI 53714	Service for this site will be full year							
242-4577	REFUSE	6 yard	1	1 x week M				
Dick Black	REFUSE	6 yard	1	As needed November April				
	RECYCLABLES	2 yard	1	EOW				
	CARDBOARD	8 yard	1	1 x month				

Heritage Center 3101 Lake Farm Road Madison WI 53711					Service for this site will be full year with additional refuse pickup as needed when multiple events occur.		
Linda Mittnacht	REFUSE	6 yard	1	1 x week T			
224-3604	RECYCLABLES	2 yard	1	EOW			
	CARDBOARD	8 yard	1	1xmonth			
Babcock (Campground) 2971 Highway 151 McFarland WI 53558					Service for all of the following Parks will be seasonal- April 15, through October 1st – plus Sept 7th thru April 14th as needed		
	REFUSE	8 yard	2	2x week T F			
	RECYCLABLES	2 yard	2	1 x week			
Lake Farm Park 4330 Libby Road Madison WI 53711							
	REFUSE	6 yard	1	1 x week F			
State Shed	RECYCLABLES	2 yard	1	1 x week T			
Lake Farm (Campground) 3113 Lake Farm Road Madison WI 53711							
	REFUSE	6 yard	1	EOW			
	RECYCLABLES	2 yard	1	EOW			
Mendota Park 5730 County Trunk Hwy. M Middleton WI							
	REFUSE	6 yard	1	2 x week M Th			
	REFUSE	4 yard	1	2 x week M Th			
	RECYCLABLES	2 yard	1	1 x week			
Token Creek Park 6200 Highway 51 Madison WI 53704							
	REFUSE	6 yard	2	2 x week T F			
	RECYCLABLES	2 yard	2	1 x week F			

Brigham Park County Trunk Hwy F Blue Mounds WI 53517							
	REFUSE	6 yard	1	1 x week F			
	RECYCLABLES	2 yard	1	EOW			

Name of Bidding Firm: _____

Receipt of the following addenda and inclusion of their provisions in this Bid is hereby acknowledged:

Addendum No(s). _____ through _____

Dated _____

Assuming a Notice to Proceed, by what date can you commence this job?

Commencement Date: _____

I hereby certify that all statements herein are made on behalf of:

(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

1. A corporation organized and existing under the laws of the State of _____, or
2. A partnership consisting of _____, or
3. A person conducting business as _____;

Of the City, Village, or Town of _____ of the State of _____.

I have examined and carefully prepared this Bid from the associated Construction Documents and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that the said statements are true and correct. In signing this Bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; that this Bid has not been knowingly disclosed prior to the Bids Due Date to another bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned further agrees to honor the Base Bid and the Alternate Bid(s) for 60 days from date of Award of Contract.

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

THIS PAGE IS FOR BIDDERS' REFERENCE AND NEED NOT BE SUBMITTED WITH BID FORM.

BID CHECK LIST:

These items **must** be included with Bid:

Bid Form

Bid Bond

Fair Labor Practices Certification

BIDDERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

Any person bidding on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Obtain a *Vendor Registration Form* by calling 608/266-4131 or complete a new form or renewal online at:

www.danepurchasing.com/registration

EQUAL BENEFITS REQUIREMENT

By submitting a Bid, the contractor acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. Equal Benefits Compliance Payment Certification shall be submitted with final pay request. For more information:

www.danepurchasing.com/partner_benefit.aspx

FAIR LABOR PRACTICES CERTIFICATION

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has submitted a proposal, bid or application for a contract with the county of Dane.

B. That BIDDER, APPLICANT or PROPOSER has (check one):

_____ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

_____ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

NOTE: You can find information regarding the violations described above at: www.nlr.gov and werc.wi.gov.

For reference, Dane County Ordinance 25.11(28)(a) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name and Address): _____

CONSTRUCTION CONTRACT
Date: _____
Amount: \$ _____
Description (Name and Location): _____

BOND
Date (Not earlier than Construction Contract Date): _____
Amount: \$ _____
Modifications to this Bond: _____

None

See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: _____
(Corporate Seal)

SURETY COMPANY: _____
(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER: _____

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party): _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other

claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date:
Amount: \$
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL
COMPANY: (Corporate Seal)

SURETY COMPANY:
(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:
Attorney-in-Fact

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor

shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's

subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SAMPLE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION

PURPOSE

25.016(8) of the Dane County Ordinance requires that each contractor receiving payment for contracted services must certify that he or she has complied fully with the requirements of Chapter 25.016 "Equal Benefits Requirement" of the Dane County Ordinances. Such certification must be submitted prior to the final payment on the contract.

This form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.

CERTIFICATION

I, _____ certify that
Printed or Typed Name and Title

Printed or Typed Name of Contractor

has complied fully with the requirements of Chapter 25.016 of the Dane County Ordinances "Equal Benefits Requirements".

Signed _____

Date _____

For questions on this form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.

CONDITIONS OF CONTRACT

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1. BIDS AND QUOTATIONS

- A. **Addressing of Bids.** Bids shall be addressed to the attention of the Solid Waste Division and received at the Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, WI 53713, on or before the local time and date specified herein for the Bid Due Date. Seal all bids in envelopes and clearly mark the front with bid number and a reference to the specified contents of the bid. All uses of the term “County” in the Bid Documents shall mean Dane County.

- B. **Only One Copy Required.** Unless otherwise specified, only one copy of a bid or quotation on prescribed Bid Form will be required.

- C. **Additional Data with Bid.** Bidder may submit, on the firm’s letterhead only, additional data and information deemed advantageous to the County. The County shall hold optional the consideration of such data and information.

- D. **More than One Bid.** Bidders desiring to submit more than one bid may do so provided such additional bid or bids are properly submitted on the Dane County Department of Public Works, Highway & Transportation’s Bid Form. Obtain extra sets of Bid Documents from the Dane County Department of Public Works, Highway & Transportation. All uses of the term “Department” in the Bid Documents shall mean the Department of Public Works, Highway & Transportation, which is a unit of Dane County government.

- E. **Withdrawal or Late Bids.** The County will not accept formal bids, amendments thereto, or requests for withdrawal of a bid or any part thereof, after the time of Bid Due Date.

- F. **Preparation and Submission.** All written bids, unless otherwise provided for, must be submitted on and in accordance with forms provided by the County properly signed in ink. Bids not signed by hand are not accepted. Bidders must register in advance with the Purchasing Division.

- G. **Products by Name.** Intention of Specifications of products by name is to be descriptive of quality, workmanship, finish, function and approximate characteristics desired; intention is not necessarily restriction. Consideration of products substitution for those named is possible, provided the substitute offered is, in the opinion of the Dane County Solid Waste

Manager, equal or superior in quality, workmanship, finish, function and approximate characteristics to that specified in the Project Manual Specifications listed herein.

- H. **Visitation of Sites.** Bidder shall visit the site(s) that will receive the intended work or installation, and in so doing, be held responsible for a job deemed satisfactory by the County after completion of the Work or installation. No additional compensation shall be allowed for any condition of which bidder could have been informed.
- I. **Completeness.** Supply all information required by Bid Documents to constitute a regular bid. This shall include:
 - 1. Completed Bid Form.
 - 2. Completed Fair Labor Practices Certification.
- J. **Bids Binding Sixty (60) Days.** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Bid Due Date.
- K. **Conditional Bids.** Qualified bids are subject to complete rejection, or partial rejection.
- L. **All or Part.** Bids or quotations may be considered and award made for all or any part of total quantities as specified in the Bid Documents.
- M. **Errors.** Unit bid price shall govern when extending total prices has errors.. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Explain all erasures in bids and include signature of bidder.
- N. **Regulation by State Statutes.** The bidding and letting of contracts are subject to provisions of Wisconsin Statutes 59.52(29) and 66.0901 and all subsequent sections and amendments thereof.
- O. **Bidders Present.** The Bid Due Date is the time fixed for the opening of formal bids. The Bids' contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative. Bidders are encouraged to attend all openings, and to offer constructive suggestions for improvements to bid format or ways in which County can realize greater savings.
- P. **Taxes.** Contractor shall pay applicable State and local sales taxes.

2. GUARANTEE AND BOND

- A. **Guarantor Liability.** When guarantee is required, failure of bidder to furnish an acceptable Performance Bond (Article 2.C.) within twenty (20) days after receipt of notice of award shall render the guarantor liable to the County. Bids covered by certified check or bond such security shall become the absolute property of the County and shall be deposited with the County Treasurer for the benefit of the County as liquidated damages. The County shall forthwith proceed to collect on the Bid Bond.
- B. **Performance / Payment Bond.** When required, file a guarantee that the successful bidder will faithfully perform the obligations of the bid as accepted. Such guarantee must be a bond complying with Wisconsin Statute 779.14 with corporate surety authorized to do business in this State, and that the Contractor or subcontractors will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with their operations prior to the acceptance of the finished work or supplies, and that they will

promptly make payments to all persons supplying them with labor or materials in the execution of the Work provided for in the Contract; guarantee to indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all costs, damages and expenses growing out of or by reason of the successful bidder's failure to comply and perform the Work and complete the Contract in accordance with the Bid Documents; attach thereto a warrant of attorney authorizing the confession of judgment thereon for the benefit of the County.

3. AWARDS

- A. **Lowest Responsible Bidder.** Award will be to the lowest responsible bidder conforming to Bid Documents or on the most advantageous bid to the County.
- B. **Other Considerations.** Quantities involved, time of delivery, purpose for which required, competency of bidder, the ability to render satisfactory service and past performance will be considered in determining responsibility.
- C. **Rejection of Bids.** The County reserves the right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The County reserves also the right to waive technical defects when in its judgment the best interests of the County thereby will be served.
- D. **Notice of Acceptance.** Sufficient notification of acceptance of bid will be written notice of award to a bidder in the form of a Purchase Order or similar, mailed or delivered to the address shown on the Bid Form.
- E. **Tie Bids.** If two or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration determining an award. Also, see Article 7.A. IDENTICAL BIDDING, Antitrust Laws.
- F. **Qualifying Bidders.** Prior to solicitation and / or awarding of bid, the County may require submission by bidder of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work. Refer to Instructions to Bidders.
- G. **Disqualification.** Awards will not be made to any person, firm or company in default of a Contract with the County, or to any bidder having as its sales agent or representative or as a member of the firm, any individual previously in default or guilty of misrepresentation.
- H. **Bid Results.** Bidders may secure information pertaining to results of bids by visiting the County Purchasing Division Office Monday through Friday, between 7:45 a.m. and 4:30 p.m.

4. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by the Solid Waste Manager of a proposal for services shall constitute a Contract, which shall bind the bidder to perform the Work as detailed in the Bid Documents, for the bid amount and in accordance with all conditions of said accepted bid. A formal Contract containing all provisions of the Contract signed by both parties shall be used when required by the Solid Waste Manager.

- B. **Local Restrictions and Permits.** All work shall be done according to applicable laws, ordinances and codes. The Contractor shall procure and pay for all required permits for permanent or temporary work.
- C. **Contract Alterations.** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or authorized agent.
- D. **Assignments.** No contract may be assigned, sublet or transferred without written consent of the Solid Waste Manager.
- E. **Cancellations.** A contract may be canceled or voided by the Solid Waste Manager upon non-performance or violation of contract provisions, and an award made to the next low bidder or articles specified may be purchased on the open market. In either event, the defaulting contractor (or their surety) shall be liable to Dane County for costs to the County in excess of the defaulting contractor's contract prices.
- F. **Right of the Department to Terminate Contract.**
1. In the event that the Contractor or any subcontractors violate any of the provisions of this Contract, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.
 2. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract subject to County's approval. However, if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the Work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor. The Contractor and Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the Work, such equipment, materials and / or supplies as may be on the site of the Work and therefore necessary.
- G. **Non-Liability.** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Solid Waste Manager's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Solid Waste Manager may in the discretion, cancel the Contract.
- H. **Quality Assurance.** Inspection of equipment, materials and / or supplies shall be made by or at the direction of the County or the Agency to which the goods are delivered, and any articles supplied that are defective, or fails in any way to meet Specifications or other requirements of the Contract, will be rejected. The Solid Waste Manager shall direct all required laboratory tests. The decision of the Solid Waste Manager on acceptance shall be final.
- I. **Time for Completion.** The Contractor agrees that the Work shall be prosecuted regularly and diligently and complete the entire project as stated in the Bid Documents.

J. Changes in the Work.

1. Except in cases of emergency, no changes in the Work covered by the approved Bid Documents shall be made without having prior written approval of the Department. Charges or credits for the work covered by the approved change shall be determined by one of the following methods:
 - a) Unit bid prices previously approved.
 - b) An agreed lump sum based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of construction or power equipment;
 - 5) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To the cost under K.1.b) 2), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense;
 - 8) On that portion of the work under K.1.b) 2) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense; and
 - 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
 - c) Cost-Plus Work, with a not-to-exceed dollar limit, based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work. (Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment);
 - 4) Power and consumable supplies for the operation of construction or power equipment;
 - 5) Workmen's Compensation, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To the cost under K.1.c) 3) there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expense;
 - 8) On that portion of the work under K.1.c) 3) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense; and
 - 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
2. If the Contractor claims that by any instructions given by the Department or otherwise, regarding the performance of the Work or the furnishing of material under the Contract, involves extra cost, the Contractor shall give the Department written notice thereof within

two weeks after the receipt of such instructions and in any event before proceeding to execute the work, unless delay in executing the work would endanger life or property.

3. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order approved by the Department, as previously mentioned, and the claim presented with the payment request submitted after the changed or extra work is completed.
4. Negotiation of cost for a change in the Work shall not be cause for the Contractor to delay prosecution of the Work if the Contractor has been authorized in writing by the Solid Waste Manager to proceed.

K. Payments to Contractor.

1. Contractor shall submit monthly invoices by the 10th of the month following the month billed for. All invoices shall be sent to

John Welch
Department of Public Works, Highway & Transportation: Solid Waste Division
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

In no instance shall the bidder invoice the County for more than is authorized by the County on the issued Service Contract or Purchase Order. The County's normal payment terms are net 30 days.

L. Withholding of Payments.

1. The County, after having served written notice on the said Contractor, may either pay directly any unpaid bills of which the Department has written notice, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged. Then payment to the Contractor shall be resumed in accordance with the terms of this Contract, but in no event shall these provisions be construed to impose any obligations upon the County to either the Contractor or the Contractor's Surety.
2. In paying any unpaid bills of the Contractor, the County shall be deemed the Agent of the Contractor, and any payment so made by the County, shall be considered as a payment made under the Contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payment made in good faith.
3. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance of this Contract.
4. At the Department's request, the Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

M. Acceptance of Final Payment as Release.

1. The making of final payment shall constitute a waiver of all claims by the County except those arising from:
 - a) Unsettled lien;

- b) Faulty or defective work appearing after substantial completion;
- c) Failure of the work to comply with the requirements of the Bid Documents; or
- d) Terms of any special guarantees required by the Bid Documents.

2. The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

N. **Lien Waivers.** The Contractor warrants that title to all work covered by an application for Payment will pass to the County no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all work for which Certificates for Payment have been previously issued and payments received from the County shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, subcontractor, material suppliers, or other persons or entities making a claim by reason of having provide labor, materials and equipment related to the Work.

5. IDENTICAL BIDDING

A. **Antitrust Laws.** All identical bids submitted to the County because of advertised procurement for materials, supplies, equipment or services exceeding \$1,000,000.00 in total amount shall be reported to the Attorney Generals of the United States and the State of Wisconsin for possible violation and enforcement of antitrust laws.

6. BINDING CONTRACTS

A. **Contract Commitment.** Any contracts resulting from this bid shall be binding on a successful bidder(s) to its conclusion and on its assigns, heirs, executors, administrators or successors.

7. AFFIRMATIVE ACTION PROVISION AND MINORITY / WOMEN / DISADVANTAGED BUSINESS ENTERPRISES

A. **Affirmative Action Provisions.** During the term of its Contract, Contractor agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee, or an 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). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for this paragraph. The listing of prohibited bases for discrimination shall no 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.

B. Contractor is subject to this paragraph only if Contractor has ten (10) or more employees and receives \$10,000.00 or more in annual aggregate contracts with County. Contractor shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Contractor must file such plan within fifteen (15) days of the effective date of this Contract and failure to do so by that date shall constitute grounds for immediate termination of the Contract. During the term of this Contract, Contractor shall also provide copies of all announcements of employment opportunities to the County's Contract Compliance Office, and shall report annually the

number of persons, by race, sex and handicap status, which apply for employment and, similarly classified, the number hired and the number rejected.

- C. Contact the Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.
- D. In all solicitations for employment placed on Contractor's behalf during the term of this Contract, Contractor shall include a statement to the effect the Contractor is an "Equal Opportunity Employer."
- E. Contractor agrees to furnish all information and reports required by County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provision of this Contract.
- F. **Minority / Women / Disadvantaged / Emerging Small Business Enterprises.** Chapter 19.508 of the Dane County Code of Ordinances is the official policy of Dane County to utilize Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs) fully.
- G. The Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. A list of subcontractors will be required of the low bidder as stated in this Contract. The list shall indicate which subcontractors or suppliers are MBEs / WBEs / DBEs / ESBEs and what percentage of subcontract is awarded, shown as a percentage of the total dollar amount of the bid.

8. COMPLIANCE WITH FAIR LABOR STANDARDS

- A. During term of this Contract, Contractor shall report to County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that Contractor has violated statute or regulation regarding labor standards or relations. If investigation by Contract Compliance Officer results in final determination that matter adversely affects Contractor's responsibilities under this Contract, and which recommends termination, suspension or cancellation of this Contract, County may take such action.
- B. Contractor may appeal any adverse finding by Contract Compliance Officer as set forth in Dane County Ordinance 25.015(11)(c) through (e).
- C. Contractor shall post this statement in prominent place visible to employees: "As condition of receiving and maintaining contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

9. DOMESTIC PARTNERSHIP BENEFITS

- A. Contractor agrees to provide same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or cash equivalent if such benefit cannot reasonably be provided. Contractor agrees to make available for County inspection Contractor's payroll records relating to employees providing services on or under this Contract or subcontract. If any payroll records of Contractor contain any false, misleading or fraudulent information, or if Contractor fails to comply with provisions of Chapter 25.016,

Dane County Ordinances, contract compliance officer may withhold payments on Contract; terminate, cancel or suspend Contract in whole or in part; or, after due process hearing, deny Contractor right to participate in bidding on future County contracts for period of one year after first violation is found and for period of three years after second or subsequent violation is found.

10. INSURANCE REQUIREMENTS

- A. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.
- B. In any and all claims against Dane County, its boards, commissions, agencies, officers, employees and representatives or by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefits or other employee benefit acts.
- C. The County shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.
- D. **Contractor Carried Insurance.** In order to protect itself and the County, the Contractor shall not commence work under this Contract until obtaining all the required insurance and the County has approved such insurance. The Contractor shall not allow any subcontractor to commence work on the subcontract until the insurance required of the subcontractor has been so obtained and approved.
 - 1. **Worker's Compensation Insurance**

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance as required by statute for all of its employees engaged in work at the site of the project under this Contract and, in case of such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
 - 2. **Contractor's Public Liability and Property Damage Insurance**

The Contractor shall procure and maintain during the life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 per occurrence for bodily injury and death, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".
 - 3. **Auto Liability Insurance**

The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".

- E. Contractor either (1) shall require each subcontractors to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or (2) insure that activities of subcontractors in their own policy.
- F. Contractor shall furnish the County with certificates showing type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially this statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."