



DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

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

REQUEST FOR PROPOSALS NO. 315015
SOIL TESTING, SOIL BORING, GEOTECHNICAL REPORTS,
CONCRETE TESTING AT VARIOUS FUTURE DANE COUNTY
PROJECTS

1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN

Due Date / Time: **THURSDAY, FEBURARY 12, 2015, 2:00 P.M.** Location: **PUBLIC WORKS OFFICE**

Performance / Payment Bond: **N/A**

Bid Deposit: **N/A**

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

ROB NEBEL ASSISTANT PUBLIC WORKS DIRECTOR
TELEPHONE NO.: 608/267-0119
FAX NO.: 608/267-1533
E-MAIL: NEBEL@COUNTYOFDANE.COM

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DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY & TRANSPORTATION

County Executive
Joseph T. Parisi

1919 Alliant Energy Center Way ♦ Madison, Wisconsin 53713
Voice and TDD Phone: (608) 266-4018 ♦ FAX: (608) 267-1533

Commissioner / Director
Gerald J. Mandli, P.E.

January 30, 2015

INVITATION FOR PROPOSALS

You are invited to submit a proposal for RFP No. 315015 to provide professional Geotechnical Services for soil/material, borings, geotechnical reports, and concrete testing services for the Construction of East Highway Garage – Salt Storage Facility and Medical Examiner Office Building project and various future Dane County Construction Projects over the next (5) five years. Work to be performed will be authorized by Notice to Proceed issued by the County specific to the applicable project, and shall be invoiced accordingly, such that it can be tied to a specific County project. The contract will not guarantee the amount of work, if any, available under the contract. Proposals are due on or before **2:00 p.m., THURSDAY, February 12, 2015**. No proposal bond or performance bond is required for this project.

1. GENERAL INFORMATION

- A. Dane County is inviting proposals from qualified firms for professional geotechnical services to perform soil/material, borings, geotechnical reports, and concrete testing services for various capital projects. The Project is to establish testing that is required by the County for construction projects. The geotechnical testing will establish information for various construction projects in the planning, design, preconstruction, or construction phase. The project is for on-call services, with an initial contract duration of five years.
- B. Dane County is seeking professional services on an on-call basis for project with a five year contract with the duration of term commencing on the date of initial contract execution.
- C. To be considered for this project, the professional service must meet or exceed the following criteria:
 - Have more than one registered professional geotechnical engineer or civil engineer as a responsible member of the firm.
 - Have been in business for a period of not less than five (5) years.
 - Must have been responsible for the reporting and completion of at least three (3) similar projects.
- D. Consideration may be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.

2. SCOPE OF SERVICES

Background:

- A. The selected firm will provide geotechnical engineering services for various Dane County projects.
- B. Whenever a specific need for services is required, Dane County Public Works will provide the professional geotechnical service with a project description.
- C. The professional geotechnical service will prepare a written scope of work and cost proposal for the required services.
- D. Negotiations will occur between Dane County Public Works and the selected firm to reach a consensus on the scope of work and compensation then a notice to proceed will be issued.

Description of Services:

The selected professional geotechnical service shall provide the following specific services as described below.

- Perform testing of foundation excavations to verify design bearing pressure.
- Perform field density testing of backfill material compaction.
- Provide field inspections of reinforced concrete structures.
- Provide concrete and grout material testing services to ensure compliance of materials and placement methods with the contract documents.
- Provide proof-rolling observations and corrective recommendations/measures if necessary.
- Ground water presence and corrective action recommendations if necessary.
- Soil boring for soil type identification and rock.
- Provide geotechnical reports.
- Other related soil and material inspections, other specialty inspection services (masonry, steel reinforcement, etc.) and testing services as may arise during construction.

General Requirements and Deliverables:

- Provide all necessary equipment and support personnel, including surveying capability, to secure the data in the prescribed format appropriate to the associated quality level.
- All work shall be performed in accordance with appropriate and applicable standards.
- All work shall be coordinated with utility companies.
- All technical memoranda, reports, and certifications shall be submitted in electronic form to the County in read-only MS-Windows compatible format (including both .pdf and HTML formats).
- The firm shall have sufficient capacity to provide the requested services in a cost effective, timely and professional manner.
- Work to be performed will be authorized by Notice to Proceed issued by the County specific to the applicable project, and shall be invoiced accordingly, such that it can be tied to a specific County project. The contract will not guarantee the amount of work, if any, available under the contract.
- The qualified proposer is expected to perform several tasks including, but not limited to, the following:
 - Literature Review

- Field Explorations
- Laboratory Testing
- Engineering Analysis, Design and Report Preparation
- Construction Inspection

Literature Review:

Proposer shall conduct initial review of published literature pertinent to the project site including review of available subsurface data from nearby structures or published geologic maps to determine general subsurface conditions at the project site. Include mapping and references in the geotechnical report.

Field Explorations:

Proposer shall conduct a site visit to observe the topography and visualize the proposed improvements at these locations. Additionally, this task shall include geologic mapping and logging of the project sites, and samplings of potential on-site borrow areas for core material. Test pits, borings, and/or trenches in needed areas shall extend to not less than the depth of proposed excavation to determine approximate proportions of the different types of materials present. Additional borings and/or test pits shall be excavated, as needed, along embankments, pipeline routes and outlets.

Proposer shall prepare a “Work Plan” for geotechnical assessment that includes a sketch of test pits, bore hole locations, depth of each bore hole, soil sampling intervals along the borehole, sample custody protocols, and the soil testing methods that follow standard geotechnical procedures (i.e. ASTM). The Proposer shall meet with the County to review the “Work Plan” prior to start of any work to allow for necessary right-of-way and environmental clearance. The “Work Plan” shall identify measures to be taken to avoid any accidents to ensure environmental compliance.

Laboratory Testing:

Proposer shall collect soil data necessary to support the design process, and other requirements as described in the scope of work for the project.

Data collected during field exploration and laboratory testing shall be analyzed to present conclusions and recommendations to the County to assist in the preparation of plans and specifications for approval by regulatory agencies.

Engineering Analysis, Design and Report Preparation:

Data collected during field exploration and laboratory testing, shall be analyzed, and presented in a geotechnical investigation report to the County. The report shall present conclusions and recommendations to the County to assist in the preparation of plans and specifications for approval by regulatory agencies, and shall include all geotechnical information, including geotechnical design specifications needed to assist the County in preparing for various future projects. For purposes of this design, the Proposer shall utilize soil data from on-site materials to maximum extent practicable.

Construction Inspection:

The successful Proposer shall perform necessary construction inspection and testing to ensure that the project is constructed in accordance with the approved plans and specifications. Inspection is estimated to be required for the entire time construction is being performed on and around the excavation, over-excavation (if needed).

SUBMITTAL OF WRITTEN PROPOSALS

Proposals should emphasize the firm's experience with geotechnical services, soil/material, borings, geotechnical reports and concrete testing services. Address accreditation/certification associated with municipal facilities and multi-use maintenance buildings. Additional discussion should be provided regarding your firm's approach for this project and any other challenges that you believe are pertinent to this project's successful completion.

FEE

Submit a cost proposal to complete the project showing a Lump Sum cost and staff/reimbursable costs in the following example formatting:

EMPLOYEE NAME	TITLE	RATE	HOURS	AMOUNT
	Consulting Professional			
	Staff Engineer			
	Field Technician			

REIMBURSABLES	RATE	AMOUNT
Company Truck Mileage		
Testing Services		
Mileage		

PRESENTATIONS AND INTERVIEWS

Dane County may determine to select a firm from the proposals alone or conduct interviews. If interviews will be held Dane County will select several firms to interview and will notify the agencies of the date and time for interviews.

EVALUATION CRITERIA

Proposing professionals will be evaluated on the following criteria:

Project Personnel	20%
Interview Q & A	20%
Relative Experience	20%
Past Project References	10%
Work Plan	10%
Strength / Capabilities	10%
Pricing / Cost Proposal	<u>10%</u>
Total	100%

SPECIAL INSTRUCTIONS

Please be sure to complete one unbound original and four bound copies of the entire proposal package. To return your proposal, please follow these instructions:

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
3. Place the Proposal information after Fair Labor Practices Certification.
4. Place the Equal Benefits Compliance Payment Certification after the Proposal information.

5. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:

Proposal No. 315015

Geotechnical Engineering Services Soil Testing, Soil Boring, Geotechnical Reports,
Concrete Testing at Various Future Dane County Projects.

2:00 p.m., Thursday, February 12, 2015

6. Mail to:

Rob Nebel, Assistant Public Works Director
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

If you need any additional information about this Request for Proposals, please call Rob Nebel at 608/267-0119 or 608/575-0890 or send email to neitzel-knox@countyofdane.com.

Sincerely,

Rob Nebel

Assistant Public Works Director

Encl.: Request for Proposals No. 315015 Package

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PROPOSAL CONTENTS

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DIVISION 01 - GENERAL REQUIREMENTS

- 01 00 00 - Basic Requirements

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LEGAL NOTICE

REQUEST FOR PROPOSALS

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

2:00 P.M., THURSDAY, FEBRUARY 12, 2015

REQUEST FOR PROPOSALS NO. 315015

SOIL TESTING, SOIL BORING, GEOTECHNICAL REPORTS, CONCRETE TESTING

AT VARIOUS FUTURE DANE COUNTY PROJECTS

DEPARTMENT OF PUBLIC WORKS, HIGHWAY & TRANSPORTATION

1919 ALLIANT ENERGY CENTER WAY

MADISON, WISCONSIN 53713

The County of Dane is seeking proposals from qualified firms to perform soil/material, borings, geotechnical reports and concrete testing services for various capital projects. The Project is to establish testing that is required by the County for construction projects. The geotechnical testing will establish information for various construction projects in the planning, design, preconstruction, or construction phase. The project is for on-call services, with an initial contract duration of five years.

Request for Bids package may be obtained after **2:00 p.m. on Friday, January 30, 2015** by downloading it from www.countyofdane.com/pwht/bid/logon.aspx. Please call Rob Nebel, Assistant Public Works Director, at 608/267-0119 or 608/575-0890, for any questions or additional information.

All Bidders must be a registered vendor with Dane County & pay an annual registration fee & must be pre-qualified as a Best Value Contractor before award of Agreement. Complete Vendor Registration Form at www.danepurchasing.com/registration or obtain one by calling 608/266-4131. Complete Pre-qualification Application for contractors at: http://www.countyofdane.com/pwht/BVC_Application.aspx

**PUBLISH: 01/30/2015 & 02/06/15 - WISCONSIN STATE JOURNAL
01/30/2015 & 02/06/15 - THE DAILY REPORTER**

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SIGNATURE PAGE

County of Dane
 DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
 Room 425, City-County Building
 210 Martin Luther King, Jr. Blvd.
 Madison, Wisconsin 53703
 (608) 266-4131

COMMODITY / SERVICE: Professional Geotechnical Services											
REQUEST FOR PROPOSAL NO.: 315015	PROPOSAL DUE DATE: 02/12/2015	BID BOND: N/A	PERFORMANCE BOND: N/A								
<p align="center">PROPOSAL INVALID WITHOUT SIGNATURE</p> <p>THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH.</p> <table border="1"> <tr> <td>SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)</td> <td>DATE:</td> </tr> <tr> <td>SUBMITTED BY: (Typed Name)</td> <td>TELEPHONE: (Include Area Code)</td> </tr> <tr> <td colspan="2">COMPANY NAME:</td> </tr> <tr> <td colspan="2">ADDRESS: (Street, City, State, Zip Code)</td> </tr> </table>				SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)	DATE:	SUBMITTED BY: (Typed Name)	TELEPHONE: (Include Area Code)	COMPANY NAME:		ADDRESS: (Street, City, State, Zip Code)	
SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)	DATE:										
SUBMITTED BY: (Typed Name)	TELEPHONE: (Include Area Code)										
COMPANY NAME:											
ADDRESS: (Street, City, State, Zip Code)											

CONTRACT COMPLIANCE PROGRAM WORKSHEET

- A. Dane County has an established Contract Compliance Program that encourages targeted groups identified below to do business with Dane County, and requires Dane County to actively solicit bids from these businesses.
- B. Information from your response to this worksheet will be entered in the Purchasing Division's Advanced Procurement Systems database to provide data that will be valuable to Dane County's Contract Compliance Program as well as establishing computerized bidder lists for future solicitations. All vendors will be added to the database whether or not they qualify as a targeted business.
- C. **Contract Compliance Program:** Following are abbreviated definitions of ethnic and group codes used by Contract Compliance Program. See reverse side for full definitions:
 - 1. DBE Disadvantaged Business Enterprise
 - 2. MBE Minority Business Enterprise
 - 3. WBE Women Business Enterprise
 - 4. ESB Emerging Small Business
- D. Please select category / categories that best describe your business by marking letter for each column in box provided at bottom of column:

<input type="checkbox"/> D	DBE	<input type="checkbox"/> B	African American	<input type="checkbox"/> L	Male	<input type="checkbox"/> E	ESB
<input type="checkbox"/> M	MBE	<input type="checkbox"/> H	Hispanic American	<input type="checkbox"/> F	Female		
<input type="checkbox"/> W	WBE	<input type="checkbox"/> N	Native American / American Indian				
		<input type="checkbox"/> A	Asian Pacific American				
		<input type="checkbox"/> I	Asian-Indian American				
↓		↓		↓		↓	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

- E. I hereby certify that all of the above information given is true. If no category / categories are marked, I do not meet the requirements for any of the targeted groups.

Signature: _____ Date: _____

(over)

DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

- A. **Disadvantaged Business Enterprise (DBE):** A small business concern:
1. Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 3. Socially and Economically Disadvantaged Individuals:
 - a) Any person having a current Section 8 (a) Certification from the Small Business Administration is considered socially and economically disadvantaged.
 - b) Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
 - 1) Women;
 - 2) Black Americans, which includes persons having origins in any of the black racial groups of Africa;
 - 3) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 4) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - 5) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
 - 6) Asian-Indian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.
- B. **Minority Business Enterprise (MBE):** A minority person(s) owned and controlled independent and valid business concern. A minority person(s) must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- C. **Women Owned Enterprise (WBE):** A woman or women owned and controlled independent and valid business concern. A woman or women must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- D. **Emerging Small Business (ESB):**
1. An independent business concern that has been in business for at least one (1) year.
 2. Business is located in the State of Wisconsin.
 3. Business is comprised of less than twenty-five (25) employees.
 4. Business must not have gross sales in excess of three million over the past three (3) years.
 5. Business does not have a history of failing to complete projects.

THIS PAGE IS FOR PROPOSERS' REFERENCE AND NEED NOT BE SUBMITTED WITH PROPOSAL.

PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

Any person proposing 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. Complete a Vendor Registration Form at:
www.danepurchasing.com/registration
or obtain one by calling 608/266-4131.

EQUAL BENEFITS REQUIREMENT

By submitting a Proposal, the contractor / consultant acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor / Consultant shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. For more information: www.danepurchasing.com/partner_benefit.aspx

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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 a 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.

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COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. _____ Bid No. 315015

Authority: 2014 RES - _____

THIS CONTRACT, made and entered into as of the date by which authorized representatives of both parties have affixed their signatures, by and between the County of Dane (hereafter referred to as "COUNTY") and _____ (hereafter, "CONTRACTOR"), and

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Assistant Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR perform soil/material, borings, geotechnical reports and concrete testing services for various capital projects ("the Project"); and

WHEREAS, CONTRACTOR, whose address is _____ is able and willing to construct the Project, in accordance with the Construction Documents, Scope of Work document, site meeting, etc.;

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

1. CONTRACTOR agrees to construct, for the price of \$_____ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the proposal, Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by Dane County Public Works, and as enumerated in the Project Manual Document Index, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the Conditions of Contract.
3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. 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. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

4. 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. During the term of this Contract CONTRACTOR shall also provide copies of all announcements of employment opportunities to COUNTY'S Contract Compliance Office, and shall report annually the number of persons, by race, ethnicity, gender, and disability status, which apply for employment and, similarly classified, the number hired and number rejected.

5. During the term of this Contract, all solicitations for employment placed on CONTRACTOR'S behalf shall include a statement to the effect that CONTRACTOR is an "Equal Opportunity Employer."

6. CONTRACTOR agrees to comply with provisions of Chapter 25.016 of the Dane County Code of Ordinances, which pertains to domestic partnership benefits.

7. 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 provisions of this Contract.

8. CONTRACTOR agrees that all persons employed by CONTRACTOR or any subcontractor shall be paid no less than the minimum wage established under Chapter 40, Subchapter II, Dane County Code of Ordinances. CONTRACTOR agrees to abide by and comply with the provisions of Chapter 40, Subchapter II of the Dane County Code of Ordinances, and said Subchapter is fully incorporated herein by reference.

9. This Contract is intended to be a Contract solely between the parties hereto and for their benefit only. No part of this Contract shall be construed to add to, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties including, but not limited to, employees of either of the parties.

10. The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that the express terms of this Contract shall not be amended in any fashion except in writing, executed by both parties.

11. CONTRACTOR must be pre-qualified as a Best Value Contractor with Dane County Public Works Engineering Division before award of Contract. Subcontractors must be pre-qualified ten (10) days prior to commencing Work under this Contract.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR, by their respective authorized agents, have caused this Contract and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

* * * * *

FOR CONTRACTOR:

Signature

Date

Printed or Typed Name and Title

Signature

Date

Printed or Typed Name and Title

NOTE: If CONTRACTOR is a corporation, Secretary should attest. In accordance with IRS Regulations, unincorporated entities are required to provide either their Social Security or Employer Number in order to receive payment for services rendered.

* * * * *

This Contract is not valid or effectual for any purpose until approved by the appropriate authority designated below, and no work is authorized until the CONTRACTOR has been given notice to proceed by COUNTY'S Assistant Public Works Director.

FOR COUNTY:

Joseph T. Parisi, County Executive

Date

Scott McDonell, County Clerk

Date

SAMPLE

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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.

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CONDITIONS OF CONTRACT

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1. PROPOSALS

- A. **Addressing of Proposals.** Bids shall be addressed to the attention of Public Works Engineering 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 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 Construction Documents shall mean Dane County.
- B. **Only One Copy Required.** Unless otherwise specified, only one copy of a proposal will be required.
- E. **Withdrawal or Late Proposals.** The County will not accept formal proposals, amendments thereto, or requests for withdrawal of a proposal or any part thereof, after the time of Due Date.
- F. **Preparation and Submission.** All written proposals, unless otherwise provided for, must be submitted on and in accordance with forms provided by the County properly signed in ink. Proposals not signed by hand are not accepted. Bidders must register in advance with the Purchasing Division.
- 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 Construction Documents to constitute a regular bid. This shall include:
1. Completed Fair Labor Practices Certification.
 2. Proposal as described in Invitation for Proposal letter.
- J. **Bids Binding Sixty (60) Days.** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Due Date.

- K. **Conditional Proposals.** Qualified proposals 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 Construction 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.
- P. **Taxes.** Contractor shall pay applicable State and local sales taxes.

2. GUARANTEE AND BOND

- A. Not Used.

3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Not Used

4. AWARDS

- A. Award will be determined by most qualified proposal as determined by Department.

5. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by the Public Works Project Manager of a proposal for services shall constitute a Contract, which shall bind the bidder to perform the Work as detailed in the Construction 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 Public Works Project 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. **Payment of Invoices.** Payment may be made only after inspection and acceptance by the using agency and approval by the Dane County Public Works Project Manager, and, where required by ordinances, approval by the Dane County Board of Supervisors. If materials or equipment were delivered, constructed, erected, installed or tested on site, payment shall be made based on ninety-five percent (95%) of the value of all the Work performed up to fifty percent (50%) of scheduled values less the total of previous payments. Authorized extra work will be included in progress payments. Payment of balances will be made only after approval and final acceptance by the County in consideration and elimination of the

possibilities of imperfect work, faulty materials or equipment, liens that have been filed, or if evidence indicates the possible filing of claims.

- D. **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.
- E. **Assignments.** No contract may be assigned, sublet or transferred without written consent of the Public Works Project Manager.
- F. **Cancellations.** A contract may be canceled or voided by the Public Works Project 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.
- G. **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.
- H. **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 Public Works Project Manager's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Public Works Project Manager may in the discretion, cancel the Contract.
- I. **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 Public Works Project Manager shall direct all required laboratory tests. The decision of the Public Works Project Manager on acceptance shall be final.
- J. **Time for Completion.** The Contractor agrees that the Work shall be prosecuted regularly and diligently and complete the entire project as stated in the Construction Documents.
- K. **Changes in the Work.**

1. Except in cases of emergency, no changes in the Work covered by the approved Construction 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), 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) 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) 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) 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 Public Works Project Manager, the Department, by drawings 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 of the Public Works Project Manager and 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 Public Works Project Manager to proceed.

L. Payments to Contractor.

1. The County will make partial payments to the Contractor for the value, proportionate to the amount of the Contract, of all labor and material incorporated in the work during the preceding calendar month upon receipt of approved Application and Certificate of Payment from the Public Works Project Manager and approval of the Department.
2. The Contractor shall submit to the Public Works Project Manager an Application and Certificate of Payment. Evidence may be required, and supplied on demand, that supports the request and the Contractor's right to the payment claimed.
3. Request for payment for preparatory work and materials delivered and suitably stored at the site to be incorporated into the Work at some future period, will be given due consideration. Requests involving materials stored off the site, may be rejected; however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered conditional upon the submission by the Contractor of bills of sale and such other procedures as will adequately protect the County's interest such as storage in a bonded warehouse with adequate coverage. If there is any error in a payment, the Contractor is obligated to notify the Department immediately, but no longer than ten (10) days from receipt of payment.
4. Payments by the County will be due within forty-five (45) days after receipt by the Department of a certified request.
5. Five percent (5%) of each request for certification will be retained until final completion and acceptance of all the Work covered by the Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at the site, the remaining payments will be made in full if the Architect / Engineer and Public Works Project Manager find that the progress of the Work corresponds with the construction progress schedule. If the Architect / Engineer and Public Works Project Manager find that the progress of the Work does not correspond with the construction progress schedule, up to ten percent (10%) of each request for payment may be retained for the Work completed.
6. All material and work covered by partial payments made shall become the sole property of the County. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the Contract.
7. Final payment will be made within sixty (60) days after final completion of the Work, and will constitute acceptance thereof. Submit Equal Benefits Compliance Payment Certification with final pay request. Payment may be denied if Certification is not included.

8. On completion and acceptance of each separate division of the Contract, on which the stated price is separated in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
9. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County. If Wisconsin Prevailing Wage Rate Determination is required for this Work, use "Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination" and "Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination" (if applicable). If Wisconsin Prevailing Wage Rate Determination is not required for this Work, use "Dane County, Wisconsin Contractor Wage Affidavit". Forms of such affidavits are included in Supplementary Conditions.

M. 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.

N. 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 Construction Documents;
or
 - d) Terms of any special guarantees required by the Construction Documents.
2. The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

O. 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.

P. Use and Occupancy Prior to Acceptance. The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Department, provided the Department:

1. Secures written consent of the Contractor; except when in the opinion of the Department's Public Works Project Manager, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other Contract requirements;
2. Secures endorsement from the insurance carrier and consent of the Surety permitting occupancy of the building or use of the project during the remaining period of construction, or, secures consent of the Surety;
3. Assumes all costs and maintenance of heat, electricity and water; and
4. Accepts all work completed within that portion or unit of the project to be occupied, at time of occupancy.

Q. Correction of Work.

1. All work, all materials whether incorporated in the Work or not, and all processes of manufacture shall at all times and places be subject to the inspection of the Public Works Project Manager who shall be the judge of the quality and suitability of the work, materials, and processes of manufacture for the purposes for which they are used. Should they fail to meet the Public Works Project Manager's approval they shall be reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at the Contractor's expense. Rejected material shall immediately be removed from the site.
2. If the Contractor defaults or neglects to carry out the Work in accordance with the Construction Documents or fails to perform any provision of the Contract, the Department may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the County may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Architect / Engineer's additional services made necessary by such default, neglect or failure.

6. GENERAL GUARANTEE

A. Neither the final certificate of payment nor any provision in the Construction Documents nor partial or entire occupancy of the premises by the County shall constitute an acceptance of work not done in accordance with the Construction Documents or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

1. In no event shall the making of any payment required by the Contract constitute or be construed as a waiver by County of any breach of the covenants of the Contract or a waiver of any default of Contractor and the making of any such payment by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

- B. The Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work resulting therefrom, which appear within a period of one year from the date of substantial completion, providing such defects are not clearly due to abuse or misuse by the County. The Department will give notice of observed defects with reasonable promptness.
- C. Guarantee on work executed after certified date of substantial completion will begin on the date when such work is inspected and approved by the Architect / Engineer and the Public Works Project Manager.
- D. Where guarantees or warranties are required in sections of Construction Documents for periods in excess of one year, such longer terms shall apply; however, the Contractor's Performance / Payment Bond shall not apply to any guarantee or warranty period in excess of one year.

7. IDENTICAL BIDDING

Not Used.

8. BINDING CONTRACTS

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

9. 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 not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.
- 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.

10. 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."

11. 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.

12. 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 obligations of the Contractor under this Contract shall not extend to the liability of the Architect / Engineer, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instruction by the Architect / Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- D. 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.
- E. **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”.

- F. 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.
- G. 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.”
- H. **Builder’s Risk.** County shall provide Builder’s Risk policy. Terms of this policy will be made available by County’s Risk Manager upon Contractor’s request. By executing this Contract, Contractor warrants it is familiar with terms of said policy.

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SUPPLEMENTARY CONDITIONS

1. CONTRACTOR WAGE AFFIDAVIT

- A. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit in form as hereinafter set forth in this section. Affidavit affirms that all persons employed by contractor or by any of contractor's subcontractors on such contract have been paid no less than minimum wages established under Dane County Ordinances, Chapter 40, Subchapter II (Minimum Wage Ordinance) and in effect at date of execution of contract, that full payment of wages earned has been made, and that no rebates either directly or indirectly have been made. Form of such affidavit is included in this section.

- B. Form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.

2. INSURANCE

A. **Contractor Carried Insurance.** In order to protect itself and the County, Contractor shall not commence work under this Contract until obtaining all required insurance and the County has approved such insurance. Contractor shall not allow any subcontractor to commence work on subcontract until insurance required of subcontractor has been so obtained and approved.

1. **Pollution Insurance Policy**

Contractor shall procure and maintain during life of this Contract, Pollution Insurance Policy in amount of at least \$1,000,000 per occurrence, \$5,000,000 aggregat

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SECTION 01 00 00
BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SECTION SUMMARY

- A. Section Includes:
1. Section Summary
 2. Summary of the Work
 3. Contractor Use of Premises
 4. Applications for Payment
 5. Change Procedures
 6. Alternates
 7. Coordination
 8. Cutting and Patching
 9. Conferences
 10. Progress Meetings
 11. Submittal Procedures
 12. Proposed Products List
 13. Shop Drawings
 14. Product Data
 15. Samples
 16. Manufacturers' Instructions
 17. Manufacturers' Certificates
 18. Quality Assurance / Quality Control of Installation
 19. References
 20. Interior Enclosures
 21. Protection of Installed Work
 22. Parking
 23. Staging Areas
 24. Occupancy During Construction and Conduct of Work
 25. Protection
 26. Progress Cleaning
 27. Products
 28. Transportation, Handling, Storage and Protection
 29. Product Options
 30. Substitutions
 31. Starting Systems
 32. Demonstration and Instructions
 33. Contract Closeout Procedures
 34. Final Cleaning
 35. Adjusting
 36. Operation and Maintenance Data
 37. Spare Parts and Maintenance Materials
 38. As-Built and Record Drawings and Specifications

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide professional Geotechnical Services for soil/material, borings, geotechnical reports, and concrete testing services for the Construction of East Highway Garage – Salt Storage Facility and Medical Examiner Office Building project and various future Dane County Construction Projects over the next (5) five years.
- B. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy.
- C. Diggers Hotline:
 - 1. It is the responsibility of the General Contractor to contact Diggers Hotline to have all utility locations marked prior to excavation and planning an excavation in a timely manner so as not to delay the Work.
 - 2. Diggers Hotline shall also be used to obtain information on safe working clearances from overhead lines.
 - 3. It is the responsibility of the General Contractor to contact & hire private utility locating services if necessary.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by others and work by Owner.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit two (2) original copies with “wet” signatures of each application on AIA G702™ and G703™ forms or approved contractors invoice form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly
- D. Submit Applications for Payment to Public Works Project Manager for initial approval. Public Works Project Manager will forward approved copies to Owner who will also approve & process for payment.

1.5 CHANGE PROCEDURES

- A. Change Order Forms: Dane County Contract Change Order, Form 014-32-20
- B. Contractor's costs for Products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from the contingency allowance.

1.6 ALTERNATES

Not Used.

1.7 COORDINATION

- A. Coordinate scheduling, submittals, and work of various sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work that are indicated diagrammatically on Drawings.

1.8 CUTTING AND PATCHING

- A. Employ a skilled and experienced installer to perform cutting and patching new work; restore work with new Products.
- B. Submit written request in advance of cutting or altering structural or building enclosure elements.
- C. Fit work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- D. Refinish surfaces to match adjacent finishes.

1.9 CONFERENCES

- A. Owner will schedule a preconstruction conference after Award of Contract for all affected parties.
- B. Contractor shall submit Construction Schedule at the pre-construction meeting.
- C. When required in individual Specification section, convene a pre-installation conference at project site prior to commencing work of the section.

1.10 PROGRESS MEETINGS

Not Used.

1.11 SUBMITTAL PROCEDURES

Not Used.

1.12 PROPOSED PRODUCTS LIST

Not Used.

1.13 SHOP DRAWINGS

Not Used.

1.14 PRODUCT DATA

Not Used.

1.15 SAMPLES

Not Used.

1.16 MANUFACTURERS' INSTRUCTIONS

Not Used.

1.17 MANUFACTURERS' CERTIFICATES

Not Used.

1.18 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturers' instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.19 REFERENCES

- A. Conform to reference standard by date of issue current as of date for receiving bids.
- B. Should specified reference standard conflict with Construction Documents, request clarification from Public Works Project Manager before proceeding.

1.20 INTERIOR ENCLOSURES

- A. Provide temporary partitions as required to separate work areas from Owner occupied areas, to prevent distribution of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.

1.21 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual Specification sections.

1.22 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel. Parking may be available at the Work site.

1.23 STAGING AREAS

- A. Coordinate staging areas with Public Works Project Manager prior to starting the Work.
- B. On-site space for use as staging areas and storage of materials is limited and will be apportioned among the various Contractors as their needs dictate with due regard for storage requirements of each Contractor. Each Contractor shall be responsible for safety of equipment and materials that are stored on site.

1.24 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. Areas of existing facility will be occupied during period when the Work is in progress. Work may be done during normal business hours (8:00 am to 4:30 pm), but confer with Owner, schedule work and store materials so as to interfere as little as possible with normal use of premises. Notify Owner when coring or similar noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval. Coring of floor along with other noisy work may have to be done on second and third shifts.
- B. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- C. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- D. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- E. Contractor is not responsible for providing & maintaining temporary toilet facilities.
- F. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., at such times as will not cause interruption of utility

services to facility. Contractor doing this work shall protect, cap, cut off and / or replace and relocate existing pipes, electrical work and other active utilities encountered which may interfere with new construction work.

- G. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
 - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
 - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract.
 - 3. If removal of work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished or materials replaced as necessary to make continuous work uniform and harmonious.

1.25 PROTECTION

- A. Contractor shall protect from injury all trees, shrubs, hedges, walks and driveways and pay for any damage to same resulting from insufficient or improper protection.
- B. Contractor shall provide and maintain barricades & signage to prohibit public access to construction site.
- C. Contractor shall provide and maintain guard lights at all barricades, railings, obstructions in streets, roads or sidewalks and at all trenches adjacent to public walks or roads.

1.26 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

1.27 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by Construction Documents.

1.28 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store and protect Products in accordance with manufacturer's instructions.

1.29 PRODUCT OPTIONS

Not Used.

1.30 SUBSTITUTIONS

Not Used.

1.31 STARTING SYSTEMS

Not Used

1.32 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of final inspection.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.
- C. Owner may choose to videotape demonstration session; demonstration and demonstrator shall be to level of satisfaction of Owner.

1.33 CONTRACT CLOSEOUT PROCEDURES

- A. Submit written certification that Construction Documents have been reviewed, the Work has been inspected, and the Work is complete in accordance with Construction Documents and ready for Public Works Project Manager's inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum / Price, previous payments, and amount remaining due.

1.34 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.35 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.36 OPERATION AND MAINTENANCE MANUAL

- A. Provide operation and maintenance manual for all mechanical and electrical equipment and systems supplied and installed in the Work.

1.37 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.
- B. Deliver to the Work site and place in location as directed.

1.38 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

- A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Public Works Project Manager with original marked up redlines of Construction Documents' drawings and specifications that shall include all Addendums, Change Orders, Construction Bulletins, on-site changes, field corrections, etc. These are the project As-Built Drawings & Specifications. Record Drawings & Specifications shall be created from these As-Built by Public Works.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION