



CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

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

REQUEST FOR BIDS NO. 310004 STEWART LAKE BEACH AGGREGATE 3106 CTY. HWY. JG MT. HOREB, WI 53572

Opening Date / Time: **MONDAY, FEBRUARY 8, 2010 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

Bid Deposit: **5% OF BID AMOUNT**

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

JOHN SCHRAUFNAGEL, PROJECT ENGINEER
TELEPHONE NO.: 608/266-4798
E-MAIL: SCHRAUFNAGEL@CO.DANE.WI.US
OR
CALEB BARTH
TELEPHONE NO.: 608/266-4592
E-MAIL: BARTH.CALEB@CO.DANE.WI.US
DANE COUNTY DEPARTMENT OF PUBLIC WORKS
HIGHWAY & TRANSPORTATION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713
FAX NO.: 608/267-1533

INSTRUCTIONS TO BIDDERS

**Stewart Lake Beach Aggregate
3106 Cty. Hwy. JG
Mt. Horeb, Wi 53572**

1. SECURING DOCUMENTS

- A. Construction 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 Construction 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 Specifications is not required.

2. BID REQUIREMENTS

- A. Bidder shall submit unit price bid for providing all labor, equipment, tools and materials necessary to perform all Work described in Construction Documents.
- 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 Construction 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.
- H. Bid Bond shall be made payable to Dane County in amount of five percent (5%) of bid amount. Bid Bond shall be either certified check or bid bond issued by surety licensed to conduct business in the State of Wisconsin. Successful bidder's Bid Bond shall be retained until Contract is signed and required Performance / Payment Bond is submitted. Bids shall be binding on bidder for sixty (60) days after Bid Opening. Bid Bond must be submitted with Bid.

- 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 Schraufnagel, Project Engineer
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way, Madison, Wisconsin 53713
Fax: 608/267-1533
Email: schraufnagel@co.dane.wi.us
- 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. EXAMINATION OF SITE

- A. Coordinate site access activities with Caleb Barth, 608/219-2917.
- B. Bidder shall carefully examine project site. Investigate all site conditions that may affect execution of Work as detailed in Construction Documents.

5. ALTERNATES

- A. Each bidder shall carefully read requests for alternate bids. Thoroughly examine Drawings and Specifications to determine to what extent various changes and conditions affect Bids. Base Bid shall be considered void if alternate bids are not submitted in space available on Bid Form. Award of Contract shall be based on amount of lowest qualified Base Bid and additive Owner accepted alternates.

6. WITHDRAWAL OF BIDS

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

7. BID OPENING

- A. This project has an informal bidding process. All bids are due by February 8, 2010 at 2:00 p.m. and will be opened at that time by Project Engineer.

8. COMMENCEMENT AND COMPLETION OF WORK

- A. Work shall commence by February 15, 2010.
- B. Work shall be completed by February 19, 2010.

9. 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.

BID FORM

BID NO. 310004

**PROJECT: STEWART LAKE BEACH AGGREGATE
3106 CTY. HWY. JG
MT. HOREB, WI 53572**

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

BASE BID - UNIT PRICING

Dane County is inviting bids for the material stated below, including the delivery to Stewart Lake. The County will have a front-end loader & operator to stock pile the material as it is delivered. Contractor will be required to submit weight slips for every truck. Contractor will also allow for three (3) quality assurance tests by Project Engineer; trucks will be diverted to the Rodefild Landfill or nearest approved independent scale to check accuracy of weight slips. The undersigned, having examined the site where the Work is to be executed and having become familiar with local conditions affecting the cost of the Work and having carefully examined the Drawings and Specifications, all other Construction Documents and Addenda thereto prepared by Dane County Department of Public Works, Highway & Transportation hereby agrees to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the entire Work, as specified in the Construction Documents, for the Base Bid unit pricing as follows:

• 1890 tons Clean Breaker Run: @ \$ _____ /ton = _____

• 525 tons 3/8" Limestone clean pea gravel:
@ \$ _____ /ton = _____

Total: \$ _____
Numeric Price

_____ and _____ /100 Dollars
Written Price

ALTERNATE BID 1 - UNIT PRICING:

• 525 tons 3/8" Non-Limestone clean rounded pea stone:
@ \$ _____ /ton = _____

Total: \$ _____
Numeric Price

_____ and _____ /100 Dollars
Written Price

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

Addendum No(s). _____ through _____

Dated _____

Dane County Parks Department must have this project completed by February 19, 2010. Assuming this Work can be started by February 15, 2010, what dates can you commence and complete this job?

Commencement Date: _____ Completion Date: _____
(final, not substantial)

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 opening of Bids to another bidder or competitor; that the above statement is accurate under penalty of perjury.

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 one 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. For more information:
www.danepurchasing.com/partner_benefit.aspx

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

1. BIDS AND QUOTATIONS	1
2. GUARANTEE AND BOND	2
3. PRODUCT DATA AND SAMPLES	3
4. AWARDS	3
5. CONTRACT PROVISIONS.....	4
6. IDENTICAL BIDDING	6
7. BINDING CONTRACTS	7
8. AFFIRMATIVE ACTION PROVISION AND MINORITY / WOMEN / DISADVANTAGED BUSINESS ENTERPRISES.....	7
9. COMPLIANCE WITH FAIR LABOR STANDARDS.....	8
10. DOMESTIC PARTNERSHIP BENEFITS.....	8
11. INSURANCE REQUIREMENTS	8

1. BIDS AND QUOTATIONS

- A. **Addressing of Bids.** 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 Bid Opening. 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 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 Construction Documents from the Dane County Department of Public Works, Highway & Transportation. All uses of the term “Department” in the Construction 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 Opening.

- 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 Public Works

Project Engineer, 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 Construction Documents to constitute a regular bid. This shall include:
 - 1. Completed Bid Form.
 - 2. Completed Fair Labor Practices Certification.
 - 3. Completed Bid Bond.
- J. **Bids Binding Sixty (60) Days.** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Bid Opening 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 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.
- O. **Bidders Present.** The Bid Opening 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. **Bid Bond / Guarantee.** A Bid Bond shall accompany Bids, which shall be either a flat sum or a percentage figure as shown on the Project Manual Cover. This Bid Bond shall serve as a warrant that the successful bidder will fulfill the terms of the bid within the time limit as indicated in the bid after notice of award by the Dane County. The Bid Bond may be a certified bank check (note: uncertified checks will not be acceptable), a cashier's check or a United State money order payable to the order of the Treasurer of Dane County; or on a Bid Bond with corporate surety authorized to do business in the State of Wisconsin and a warranty of attorney to confess judgment thereon attached thereto. The County will return negotiable Bid Bonds to unsuccessful bidders after awarding of bid. The County shall return a check held from a Contractor after satisfactory completion of the Contract or after receipt

by the County of a Performance Bond from the Contractor, if one is required. Surety Bid Bonds will not be returned unless specifically requested by individual bidders.

- B. **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.
- C. **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 Construction Documents; attach thereto a warrant of attorney authorizing the confession of judgment thereon for the benefit of the County.

3. PRODUCT DATA AND SAMPLES

- A. **Sample.** Successful bidder must submit a one gallon pail of each aggregate that will be used as well as specs & gradation for that product.

4. AWARDS

- A. **Lowest Responsible Bidder.** Award will be to the lowest responsible bidder conforming to Construction 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.

5. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by the Public Works Project Engineer 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 Engineer.
- B. **Local Restrictions.** All work shall be done according to applicable laws, ordinances and codes.
- 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 Engineer, 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 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 Engineer.
- F. **Cancellations.** A contract may be canceled or voided by the Public Works Project Engineer 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 Engineer's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Public Works Project Engineer 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 Engineer shall direct all required laboratory tests. The decision of the Public Works Project Engineer 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. **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.

L. 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.

M. 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.

N. 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 Engineer, 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.

6. 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.

7. 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.

8. 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.

9. 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."

10. 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.

11. 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.