

Res 254
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Emergency Management	CONTRACT/ADDENDUM #: 12056																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Contract</td> <td style="width:34%; text-align:center;">If Addendum, please include original contract number</td> <td style="width:33%; text-align:right;">Addendum</td> </tr> <tr> <td style="text-align:center;">↓</td> <td></td> <td style="text-align:center;">↓</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lesse</td> <td></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other:</td> <td></td> <td><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input checked="" type="checkbox"/> POS		<input type="checkbox"/>	<input type="checkbox"/> Co Lesse		<input type="checkbox"/>	<input type="checkbox"/> Co Lessor		<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental		<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property		<input type="checkbox"/>	<input type="checkbox"/> Property Sale		<input type="checkbox"/>	<input type="checkbox"/> Other:		<input type="checkbox"/>
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<input type="checkbox"/> Property Sale		<input type="checkbox"/>																										
<input type="checkbox"/> Other:		<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: _____ To: 12-31-14																												
4. Amount of Contract or Addendum \$340,366																												
5. Purpose: To approve a purchase of services agreement for the purchase and installation of 20 outdoor warning sirens. These sirens will replace existing installations as part of a scheduled replacement program.																												
6. Vendor or Funding Source: Federal Signal Corporation																												
7. MUNIS Vendor Code: 2638																												
8. Bid/RFP Number: 114083																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. CPEDRMGT 58621 Amount \$ 350,000 Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval <i>Charles A. Tubbs Sr.</i>																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MG</i> Received	_____	8/19/14	_____
<i>OT</i> Controller	_____	_____	8/20/14
<i>TC</i> Corporation Counsel	_____	8/19/14	8/19/14
<i>Z</i> Risk Management	_____	8/20/14	8/20/14
<i>AC</i> ADA Coordinator	_____	8/20/14	8/20/14
<i>PC</i> Purchasing Agent	_____	8/20/14	8/20/14
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address
Contact Person
Phone No.
E-mail Address

Footnotes:

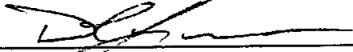
1. _____
2. _____

Return To:	Name/Title: David Janda	Dept.: Emergency Management
	Phone: 266-5950	Mail Address: PSB, Room 2107
	E-mail: janda@countyofdane.com	

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 8/19/14 Signed: 
 Telephone Number: 266-5950 Print Name: David Janda

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

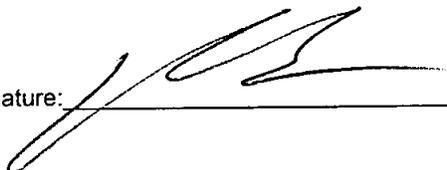
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 08/19/2014 Signature: 

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 8/21/14 Signature: 

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 8/19/14 Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 14

Agreement No. 12056

Expiration Date: December 31, 2014

Authority: 2014 RES-259

Department: Emergency Management

Maximum Cost: \$340,365.76

Registered Agent: _____

Address: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Federal Signal Corporation (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr. Blvd., Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing installation, and acceptance testing of twenty (20) outdoor warning sirens; and

WHEREAS PROVIDER, whose address is 2645 Federal Signal Dr. University Park IL, 60484. is able and willing to provide such services;

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

I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. **SERVICES.**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.
- IV. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 3. failure of PROVIDER to comply with reporting requirements contained herein.
 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.
- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly

understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation.

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

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each

Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for

a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
 - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

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

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

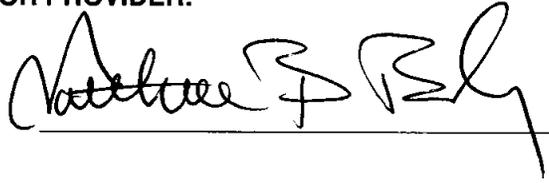
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except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

- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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

FOR PROVIDER:

Date Signed: 8-21-14



Date Signed: _____

FOR COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

* [print name and title, below signature line of any person signing this document]

rev. 04/13

Schedule A

This contract is for the purchase, installation, acceptance testing of twenty (20) outdoor warning sirens, the relocation of one siren (1) and the removal of eleven (11) sirens from service. Locations are described in this document.

1. Installation of New Sirens

The Provider shall provide all the necessary personnel, tools, equipment, and transportation for the successful installation of all equipment provided.

All equipment shall be installed according to the manufacturer's specifications and recommendations.

The Provider shall provide for all deliveries, permits, and complete installation of the equipment, including new utility poles, siren heads, controllers, and control boxes.

AC power for the sirens and control components shall be obtained from the local power utility and may require the installation of a device for metering power consumption. The Provider will be responsible for coordinating all work with the affected utilities to provide electrical power to the new siren installation. The Provider shall pay any special costs associated with providing power that are not covered by the utility. All associated permits required for providing electrical power shall be paid for and obtained by the Provider.

All wiring shall be in accordance with the applicable electrical codes. All electrical wiring shall be enclosed in steel conduit and junction boxes. All equipment shall be designed and constructed for the service intended. All equipment shall be properly grounded and protected from lightning and power surges according to manufacturer's recommendations. Care shall be taken to install all components in a manner that will reasonably protect them from the environment and will not impede maintenance access. The Provider is responsible for all permits and inspections.

New poles shall be class 2, treated wood. A minimum of eight (8) fifty five foot (55') poles and two (2) sixty-five foot (65') poles are required. When installing a new pole, all necessary steps shall be taken to ensure that all utility poles are plumb prior to final backfilling around the drilling site. The pole must not be more than 5 degrees from vertical.

The Provider shall make every effort to ensure that the installations are affected with minimal impact to the surrounding turf. The Provider shall be responsible for site restoration if damage is done to the grounds, public sidewalk, curb and gutter, pavement and turf during installation.

All control cabinets must be fully accessible for servicing, mounted no less than six feet and no more than eight feet from the ground to the base of the box.

All AC service lines shall be dedicated. Overhead service lines shall only be allowed in areas where overhead power lines already exist, unless otherwise agreed on by the County. Buried service lines shall be enclosed in galvanized metal conduit, of the appropriate diameter, at the pole from a point one foot below finished grade to the first connection to protect against vandalism.

Dane County will be responsible for ensuring site access and securing easements if needed.

2. Replacement of Existing Sirens

The general requirements described above under Installation of New Sirens will apply to the replacement of existing sirens. In addition:

- a. All ATI siren control components will be reused from the existing installation.
- b. All components of the old siren will be removed from the site. This includes, but is not limited to the siren head, mounting brackets, wiring, motor controllers (starters, relays, etc.) and associated cabinets and housings. Aside from the pole, electrical service, and ATI control components being reused, the replacement should look like and function like a new installation.

- c. All old siren equipment removed should be brought to 4318 Robertson Road in Madison for disposal. In no case will siren components be salvaged for reuse or sale without permission from Dane County Emergency Management.

3. Removing Sirens from Service

All ATI siren control components will be salvaged from the installation. Dane County will provide storage for this equipment.

All other components of the old siren will be removed from the site. This includes, but is not limited to the pole, the siren head, mounting brackets, wiring, grounding rods, motor controllers (starters, relays, etc.) and associated cabinets and housings.

The pole shall be fully removed from the ground. The hole left by the pole shall be filled, tamped down, and seeded with grass as needed to restore the site. When the grass grows back, it should appear as though the siren was never there. Cutting off the pole at ground level is not acceptable.

Electrical service to the siren shall be fully decommissioned. The Provider will be responsible for coordinating all work with the affected electric utilities.

All old siren equipment removed shall be transported to 4318 Robertson Road in Madison for disposal. In no case will siren components be salvaged for reuse or sale without permission from Dane County Emergency Management.

4. Acceptance Testing

Field-testing is required to ensure that the equipment is operating properly.

Once a new siren has been successfully installed, the Provider shall perform a field test to ensure that the unit is operating properly. This must be a comprehensive test of the installation including a test of all siren control functions of the ATI controller, the siren motor control components, and the siren head itself. This testing must be coordinated with Dane County Emergency Management.

When siren installation is complete the Provider shall inform Dane County Emergency Management that the system is operating. An acceptance period will begin upon receipt of this notification and agreement by Dane County Emergency Management that the siren has been successfully installed. During the acceptance period, Dane County Emergency Management will perform a series of tests to determine that the system is operating according to specifications. The major conditions for acceptance are as follows:

- a. Each newly installed siren must function properly during the ATI Remote Terminal Unit (RTU) sensor calibration process.
- b. Each new siren must operate properly for a series of "Growl Tests." Growl tests will be initiated by Dane County Emergency Management following the RTU calibration process in order to validate that the siren operates properly and that the current sensors are setup properly. Proper sensor setup includes the transmission to the ATI Central Control Unit of success and failure indications for AC line voltage, DC voltage, blower motor function, and rotator motor function (on rotating sirens).
- c. Each new siren must operate properly in the first monthly test following installation. Dane County Emergency Management tests the sirens once a month on the first Wednesday, excluding the months of December, January, and February. Sirens installed after the first Wednesday of December, 2014 will not be tested until the first Wednesday of March, 2015. Dane County Emergency Management also expects 100% performance in the event of an actual emergency activation during this acceptance test period.
- d. Failure to meet the performance testing requirements will result in re-establishing a new Acceptance Period, beginning at the time of failure.
- e. If testing results prove unsuccessful, the Provider will take immediate action to repair or replace the faulty equipment. This shall be done at no expense to Dane County Emergency Management.

5. General Expectations

All work listed shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.

The provider shall provide an adequate number of competent, properly trained personnel with sufficient supervision to provide the required services at all times. The provider shall provide all personnel with a complete set of specifications and schedules to ensure all required services are completed.

All work must be closely coordinated with Dane County Emergency Management. Any work found to be in any way defective or unsatisfactory shall be corrected by the Provider at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the provider with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

Schedule B

- I. PROVIDER shall be paid on the basis of work completed, when completed at the rates indicated in the table below. For billing purposes, new installations will be considered completed upon successful growl testing described in Schedule A, Section 4., Paragraph B.

Pricing includes the control interface for ATI from FSC, shipping, total removal of old sirens, pulling the pole and landscaping as well as disposal if all parts. The installation includes all utility fees, permits and peripheral materials for a complete turnkey installation. There are 4 Optima Blue Top Model D34M Deep Cycle Batteries to be included with each installation.

Item	Description	Cost
1	City of Madison, 1018 Fish Hatchery Road – Remove existing pole from service. (Note: The siren has already been removed from the site; only the pole remains.)	\$2,500.00
2	Town of Dunn, Bayview Heights, Charles Lane – Remove existing siren from service. (Retain ATI control equipment.)	\$2,600.00
3	Town of Montrose, 6908 Paoli Road – Remove existing siren from service. (Retain ATI control equipment.)	\$2,750.00
4	City of Verona, Vande Grift Park, Parkland Drive – Remove existing siren from service. (Retain ATI control equipment)	\$2,750.00
5	City of Verona, Fire Station 101 Lincoln Street – Remove existing siren from service. (Retain ATI control equipment.)	\$2,750.00
6	City of Madison, 1228 Moorland Road – Remove existing siren from service (Retain ATI control equipment.)	\$2,800.00
7	Village of Marshall, 530 Riverview Drive – Remove existing siren from service. (Retail ATI control equipment.)	\$2,800.00
8	Village of Marshall, 226 Madison Street – Remove existing siren from service. (Retain ATI control equipment.)	\$2,800.00
9	Village of Waunakee, 809 South Street – Remove existing siren from service. (Retain ATI control equipment.)	\$2,800.00
10	Village of Black Earth, 712 Blue Mounds Street – Remove existing siren from service. (Retain ATI control equipment.)	\$3,575.00
11	Village of Black Earth, 1921 Center Street – Remove existing siren from service. (Retain ATI control equipment.)	\$3,575.00
12	City of Fitchburg, 5161 Hilltop Road - Replace existing siren with a new Equinox siren. (Utilize existing pole, electrical service, and ATI control equipment.)	\$10,856.61
13	Village of Brooklyn, West Main Street at Railroad Street – Replace existing siren with a new Equinox siren. (Utilize existing pole, electrical service, and ATI control equipment.)	\$11,826.61
14	Village of McFarland, 5115 Terminal Drive – Replace existing siren with a new Model 508 siren. (Utilize existing pole, electrical service, and ATI control equipment.)	\$12,489.29
15	Town of Springfield, Don's Mobile Manor - Replace existing siren with a new Eclipse 8 siren. (Utilize existing pole, electrical service, and ATI control equipment.)	\$10,685.29
16	Town of Springfield, 6151 County Highway P (Springfield Town Hall) - Replace existing siren with a new Eclipse 8 siren. (Utilize existing pole, electrical service, and ATI control equipment.)	\$10,685.29

17	City of Fitchburg, 5042 McKee Road - Replace existing siren with a new Model 508 siren. (Utilize existing pole, electrical service, and ATI control equipment.)	\$13,289.29
18	City of Madison, 401 Engelhart Drive - Replace existing siren with a new Model 508 siren. (Utilize existing pole, electrical service, and ATI control equipment.)	\$13,289.29
19	City of Madison, 4821 Anniversary Lane - Replace existing siren with a new Model 508 siren. (Utilize existing pole, electrical service, and ATI control equipment.)	\$13,289.29
20	Village of Mazomanie, 219 Bridge Street - Replace existing siren with a new Model 508 siren. (Utilize existing pole, electrical service, and ATI control equipment.)	\$13,314.29
21	City of Fitchburg, 2950 Glacier Valley Road - Remove existing siren from service. Install new Model 508 siren on new 55 foot pole at current location. (Utilize existing electrical service, and ATI control equipment.)	\$14,489.29
22	Town of Middleton, 3610 Swoboda Road - Replace existing siren with a new Eclipse 8 siren. (Utilize existing pole, electrical service, and ATI control equipment.)	\$12,185.29
23	Village of Waunakee, 401 Eight Street (Well house near intersection of Eight Street and Century Avenue) – Install new Model 508 siren on new 55 foot pole. (Utilize ATI control equipment from South Street site.)	\$16,389.29
24	City of Verona, 300 Cross County Road, Verona Water Utility Well #4 - Install new Model 508 siren on new, 55 foot pole. (Utilize ATI control equipment from Parkland Drive site.)	\$17,989.29
25	Village of Black Earth, Black Earth Community Park - Install new Model 508 siren on new, 55 foot pole. (Utilize ATI control equipment from 1921 Center Street site.)	\$17,867.29
26	Village of Belleville, Belleville Community Park – Install new Model 508 siren on new, 65 foot pole. (Utilize ATI control equipment from 24 West Main Street site.)	\$17,907.29
27	Village of Oregon, 470 Netherwood Street – Remove existing siren from service. Install new Model 508 siren on new 55 foot pole at current location. (Utilize existing electrical service and ATI control equipment.)	\$18,889.29
28	Town of Montrose, Range Trail, Town Garage - Install new Eclipse 8 siren on new, 55 foot pole. (Utilize ATI control equipment from 6908 Paoli Road site.)	\$15,585.29
29	Town of Dunn, Bayview Heights, Pike Lane Storm Shelter – Install new Equinox siren on new 55 foot pole. (Utilize ATI control equipment from Charles Lane site.)	\$18,031.61
30	Village of Oregon, Bergamont Boulevard - Install new Model 508 siren on new, 55 foot pole. Utilize ATI control equipment from Black Earth, Blue Mounds Street location.)	\$18,689.29
31	Village of Marshall, Firemen’s Park – Install new Model 508 siren on new, 65 foot pole. (Utilize ATI control equipment from 226 Madison Street site.)	\$19,339.29
32	City of Verona, 315 N Nine Mound Road – Relocate to 801 Whalen Road (Right of Way near intersection of Whalen Road and Gatsby Glen Drive. (New electrical service. Utilize existing pole, and ATI control equipment.)	\$11,578.00
Total		\$340,365.76

- II. PROVIDER is extending the standard warranty on the siren heads only from 5 years and 10 years. All other standard terms and language apply. This extended warranty will be voided if proper, factory recommended, annual maintenance is not performed. The warranty period will begin following the completion of acceptance testing described in Schedule A, Section 4., Paragraph B.

- III. If PROVIDER is timely with respect to all its obligations under this AGREEMENT, the COUNTY shall make payments due within 30 days of the dates of completion of PROVIDER'S obligations or of billing, as appropriate. If PROVIDER fails to meet time limits, COUNTY'S payments will be delayed an additional 30 day

Schedule C

- I. No reports are required.