



**Groundwater Nitrate Work Group
Monday April 16, 2018 @ 8:30 AM
Land Conservation Department Conference Room
Janesville WI**

AGENDA

1. Call Meeting to Order.
2. Approval of Agenda.
3. Approval of Minutes from the March 19, 2018 meeting.
4. Discuss Best Management Practices to be used in initial demo areas, additional ideas.
5. Progress on County Farm Lease Document.
6. Review first draft of the proposed cost share agreement document.
7. Discuss current Observation Well installation RFP process and timeframe.
8. Additional equipment requirements for water retrieval from monitoring wells.
9. Communications.
10. Next Meeting Date, Time, and Location.
11. Adjourn.

AGREEMENT NO. :

**ROCK COUNTY
BEST MANAGEMENT PRACTICE
INSTALLATION AGREEMENT –
GROUNDWATER**

This contract is made and entered into, *pursuant to §92.10 of the Wisconsin Statutes*, by and between Rock County Land Conservation Committee and Cost Share Recipient:

This agreement is complete and valid as of the date signed by the county representative. In consideration of the terms and conditions herein, the parties agree to this agreement as set forth in the following Sections 1, 2, and 3, and Addendum A.

See legal description of property on page 2.

Recording Area

Return to: Rock County Land Conservation Dept.
440 N U.S. Hwy 14
Janesville, WI 53546

PIN#

LANDOWNER/ REPRESENTATIVE

DATE

LANDOWNER/SPOUSE/REPRESENTATIVE

DATE

PRINT OR TYPE NAME:

PRINT OR TYPE NAME:

State of Wisconsin)
) ss.
_____ County)

This instrument was acknowledged before me on _____
(date)

by _____
(name of Cost Share Recipient)

as _____
(representative's position or type of authority)

for _____
(name of entity on behalf of whom instrument was executed)

SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires _____ (is permanent).

State of Wisconsin)
) ss.
_____ County)

This instrument was acknowledged before me on _____
(date)

by _____
(name of Cost Share Recipient)

as _____
(representative's position or type of authority)

for _____
(name of entity on behalf of whom instrument was executed)

SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires _____ (is permanent).

SIGNATURE OF COUNTY REPRESENTATIVE DATE

PRINT OR TYPE NAME: _____

State of Wisconsin)
) ss.
_____ County)

This instrument was acknowledged before me on _____, 20__ by _____

as _____ of _____

SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires _____ (is permanent)

AGREEMENT NO.:

Personal information you provide may be used for purposes other than that for which it was originally collected (Privacy Law sec. 19.62-19.80, Wis. Stats.).

SECTION 1A. COUNTY INFORMATION

PAGE 2 of 5

NAME OF COUNTY AGENCY

Rock County Land Conservation Committee

TELEPHONE NUMBER

608-754-6617

ADDRESS

440 N US HWY 14

CITY, STATE, ZIP CODE

Janesville WI 53545

NAME OF AUTHORIZED REPRESENTATIVE

Richard Bostwick, Chair Land Conservation Committee

SECTION 1B COST SHARE RECIPIENT INFORMATION

TOTAL INCENTIVE PAYMENT AMOUNT

NAME OF COST SHARE RECIPIENT (Individual, Corporation, Trust, Estate, Partnership)

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

LEGAL DESCRIPTION OF SUBJECT PROPERTY:

INSTALLATION PERIOD

Each best management practice must be installed by November 30st in the following year of the agreement unless the project is extended by the Land Conservation Committee. Extension must be approved by December 31st in the year of the agreement.

Appeal Rights

The landowner may appeal any decision of the county land conservation department regarding this grant pursuant to the provisions of Chapter 68 of the Wisconsin Statutes.

A. The Cost Share Recipient agrees:

1. To install and maintain best management practice(s) listed in Section 3, consistent with the plans and specifications referenced in Section 3, during periods identified in Section 3.
2. To make all payments for installation and maintenance of the best management practice(s) listed in Section 3, during periods identified in Section 3 and provide Rock County with such proof of payment.
3. To provide Rock County Land Conservation Department (LCD) access to the best management practice for the purpose of inspecting the best management practice.
4. To repay the entire incentive payment immediately, upon demand by the county, if the Cost Share Recipient fails to operate and maintain the best management practice(s) according to the agreement. Repayment of the incentive payment shall not be required if a best management practice(s) is rendered ineffective during the required maintenance period due to circumstances beyond the control of the Cost Share Recipient.
5. Cost Share Recipient shall not discriminate against contractors or vendors because of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest or conviction record, military participation or political beliefs.

B. The LCD agrees:

1. To provide technical assistance for the design, construction, and installation of best management practice(s).
2. Rock County Land Conservation Committee shall approve or deny all incentive payment agreements prior to the design, construction, and installation of the best management practice(s).
3. To provide the incentive payment to the Cost Share Recipient, in the amounts specified in Section 3, upon approval by the LCD, the Cost Share Recipient installed the best management practice(s) according to plans and designs.
4. To collect and retain all agreement-related documents regarding operation and maintenance, proof of certification of design and installation, and payments, and other referenced materials for the duration of the maintenance period of this contract.
5. Rock County will indemnify the Cost Share Recipient of this agreement as it specifically relates to the findings from his/her participation in the Rock County Groundwater Nitrate Reduction Pilot Project as it relates to non-point source pollution of the groundwater from the use of nitrogen fertilizers on the County Farm. This indemnification clause will cease upon completion of the aforesaid pilot project.

C. General conditions of the agreement.

1. If a significant archeological or historical site is found, to cease construction immediately and relocate, redesign or delete a cost-shared practice, as needed, to prevent damage to the archeological or historical site.
2. The LCD reserves the right to stop work or withhold the incentive payment if Cost Share Recipient has breached this agreement.
3. The LCD has the right to enforce the terms of this agreement and prevent or remedy violations through appropriate legal proceedings. If the County determines that a violation of the terms of this agreement has occurred or is threatened, the County may initiate judicial action after Cost Share Recipient has been given written notice of the violation or threatened violation, and at least thirty (30) days to correct the violation. This 30-day prior notice period does not apply if the County determines that immediate intervention is necessary in order to prevent or mitigate imminent harm to the waters of Rock County or the state.
4. Cost Share Recipient releases the LCD from any claims of damage which may arise as a result of implementing the cost-share plan contained herein.
5. Cost Share Recipient agrees that the obligations of the Land Conservation Committee and the LCD under this agreement are limited by and contingent upon budget appropriations from the County Board and that if, the appropriations that fund the program under which this agreement is made are repealed or reduced by action of the County Board, the Land Conservation Committee and LCD's obligation to fund the practices described in this agreement will be suspended.
6. Cost Share Recipient agrees not to place any form of phosphorus fertilizer or place any manure or waste byproduct of any kind in the harvestable buffer enrolled acres for the duration of this agreement.
7. Cost Share Recipient agrees to indemnify, defend and hold the County of Rock and the LCD harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or willful misconduct of the Cost Share Recipient, and/or its respective employees or agents.
8. It is agreed by both parties that nothing in this Agreement shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law.

AGREEMENT NO. :

SECTION 3. PRACTICES, INCENTIVE PAYMENT AMOUNTS, AND INSTALLATION SCHEDULE

The parties agree to the practices, specifications, incentive payment amounts, and installation schedule set forth below. The plans and specifications for installation of the following best management practices are attached as exhibits to this agreement

Name of Person Preparing Plans and Specifications:	Representing: ROCK COUNTY LAND CONSERVATION					Note: All Incentive payments for the best management practices defined below are provided to the county by the Yahara WINS Program.		
Best Management Practice Description	Quantity and Units	Unit Cost or Flat Rate	Year to be installed	Length of Operations and Maintenance	ESTIMATED INCENTIVE PAYMENT AMOUNTS			
					County	Landowner	Total	
					\$	\$	\$	
					\$	\$	\$	
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					TOTALS			\$

ROCK COUNTY, WISCONSIN
FINANCE DIRECTOR

PURCHASING DIVISION
FAX (608) 757-5539
PHONE (608) 757-5517



**#2018-22
INVITATION TO BID
GROUNDWATER OBSERVATION WELLS
AT THE ROCK COUNTY FARM
FOR
COUNTY OF ROCK
JANESVILLE, WISCONSIN**

Bids due in Rock County Purchasing Division by:
April 26, 2018 - 1:30 p.m. (local time)

Bids received after this date and time will be rejected.

Bids must remain in effect 60 days from due date.

Address Bid to: Jodi Millis, Purchasing Manager
Rock County Courthouse
Purchasing Division
51 S. Main Street
Janesville WI. 53545

*****MARK SEALED ENVELOPE: #2018-22 WELLS *****

Rock County reserves the right to accept or reject any or all bids; to waive any technicality or error in any bid or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Rock County.

Contracts are awarded to the lowest, most qualified, responsible and responsive bidder on the basis of the base bid and full consideration of any or all alternatives, as may be in the best interest of Rock County. In determining the award of contract, Rock County will consider the scope of the work involved, timeliness of delivery, competency of bidder, bidder's ability to render satisfactory service, and past performance. If two or more bidders submit identical bids, Rock County will make award to bidder of its choice and such decision will be final.

INSTRUCTIONS FOR BIDS

The bidder is required to submit **two (2) copies (one original marked as such and one copy)** of their bid in a sealed envelope marked Invitation to Bid #2018-22 to Jodi Millis, Financial Services Purchasing Division, 51 South Main, Janesville, WI 53545. All bids must be received by **1:30 p.m. (local time), April 26, 2018**. Any bid submitted after this date and time will be rejected. Vendors are responsible for ensuring that the above office receives their bid before the deadline. No faxed or electronic bids will be accepted.

Bid "packets" must be clearly labeled with vendor name, return address, bid title, date and the name of the vendor's primary contact for bid questions.

Bids shall be signed with named printed below signature. Where Bidder is a Corporation, Bid must be signed with the legal name of the Corporation followed by the legal signature of an officer authorized to bind the Corporation to contract.

INQUIRIES

All questions concerning this Invitation to Bid must be submitted **in writing** to Jodi Millis. Questions must be received by **12:00 noon (local time), April 16, 2018**. Questions received after this date and time will not be answered. Questions may be faxed to (608) 757-5539 or e-mailed to jodi.millis@co.rock.wi.us.

No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the bid period. Bidders shall bring inadequacies, omissions or conflicts to Rock County's attention in writing by the question cut-off date and time. If necessary, answers to questions will be provided to all specification holders in the form of an addendum. Addendum will include a list of each question received and Rock County's response.

ADDENDA

All changes in or interpretations of the Bidding Documents prior to bid opening will be made by written addenda issued by Rock County to each recipient of the Bidding Documents on record. All addenda will be issued no later than 72 hours prior to bid opening. All addenda or notice of addenda will be posted on Rock County's website, www.co.rock.wi.us.

PROJECTED TIMETABLE

Issue Invitation to Bid	04/06/18
Questions Due	04/16/18 – 12:00 noon
Amendments Issued by	04/19/18 – 5:00 p.m.
Bids Due	04/26/18 – 1:30 p.m.
Evaluation of Bids	04/26/18 – 05/10/17
Governing Committee Approval	05/10/18
County Board Approval	05/10/18
Contract Execution	05/11/18

Vendors not involved in the final selection process will be notified in writing. The above schedule is for informational purposes only and is in no way binding upon Rock County.

VENDOR SUPPLIED DOCUMENTATION AND MATERIALS

All vendor-supplied materials, including the vendor's bid, become the property of Rock County. We will work with vendors to meet their confidentiality requirements, provided that they are within reason. All vendor confidential material must have each page clearly marked as confidential. Rock County's determination to treat matters as public or confidential under the Wisconsin Open Records Law shall be final.

BID AND PRESENTATION COSTS

Rock County will not be liable in any way for any costs incurred by the offerors in the presentation of their bid in response to this Invitation to Bid nor for the presentation of their bid and/or participation in any discussions or negotiations.

COMPLIANCE WITH INVITATION TO BID

Proposals submitted must be in strict compliance with the Invitation to Bid. Failure to comply with all provisions on the ITB may result in disqualification. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the successful Bidder from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the drawings and specifications. Neglect of the above requirements will not be accepted as reason for the delay in the work or additional compensation.

IMPLIED REQUIREMENTS

Products and services that are not specifically addressed in this Invitation to Bid, but which are necessary to provide functional capabilities proposed by the offeror, must be included in the bid.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01 (5)(a), sexual orientation, national origin, or military service as defined in §111.355(1), Wis. Stats. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S.16.765 (2)).

INDEMNIFICATION

The contractor to perform services for Rock County shall indemnify, hold harmless, and defend Rock County, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of any agreement between the contractor and Rock County where such liability is founded upon or grows out of the acts, omissions, negligence or misconduct of any agents or employees of the contractor.

INSURANCE REQUIREMENTS

The Contractor further agrees that in order to protect itself and County it will at all times during the term of this agreement keep in force and effect worker's compensation, comprehensive general, and auto liability insurance policies by a company or companies authorized to do business in Wisconsin with limits of:

Personal and bodily injury	Per person	\$1,000,000
	Per accident	\$2,000,000
Property damage:	Each Occurrence	\$500,000
	Aggregate	\$500,000

Coverage shall apply as primary with County named as an added insured. Contractor shall furnish satisfactory proof of insurance to County prior to the date of Contract Execution, or commencing work for the County.

REQUEST FOR CLARIFICATION

All requests by Rock County for clarification of bids will be in writing. Such requests shall not alter the offeror's pricing information contained in its bid.

PROOF OF COMPETENCY OF BIDDER

Any Bidder may be required to furnish evidence satisfactory to Rock County that the Bidder and proposed subcontractors have sufficient means, expertise, financial ability, and experience in the types of work bid to assure completion of the Contract in a satisfactory manner.

DEBARMENT

The Contractor certifies through signing their Bid that neither the Contractor nor any of its principals are debarred, suspended, proposed for debarment or declared ineligible by any federal department or agency. In addition, the Contractor shall notify Rock County within five business days in writing by registered mail if the Contractor or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

MODIFICATION AND WITHDRAWAL

Bids may not be modified after submittal. Bidders may withdraw Bids at any time before the Bid opening, but may not resubmit them. No Bid may be withdrawn or modified after the Bid opening except where the award of Contracts has been delayed for more than 60 days from the day of the Bid opening.

DEVIATION AND EXCEPTIONS

Deviations and exceptions from terms, conditions, or specifications will be described fully under the bidder's letterhead, signed, and attached to the Bid. In the absence of such statements, the bid will be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable.

SUBSTITUTIONS

When substitutions are bid, they must be identified by manufacturer, stock number, and other descriptive information to establish equivalencies. Substitutions must be requested prior to the question cut-off date and time. Approved substitutions will be included in an Addendum. Rock County shall be the sole judge of equivalency.

DISQUALIFICATION

Rock County reserves the right to disqualify Bids, before and after opening upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

QUANTITIES

Quantities shown within the Invitation to Bid are based upon estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs or availability of funds.

AWARD

Award will not be made to any Bidder in default of a Contract with Rock County, or to any Bidder having as its agent or employee, any individual previously in default or guilty of misrepresentation.

NOTICE TO PROCEED

Written notice of award to successful Bidder shall be in the form of a Purchase order from Rock County mailed or delivered to the address shown on the Bid and will be considered sufficient notice of acceptance of Bid, intent to award the Contract, and "Notice to Proceed" with the work.

COMPLETION DATE

Provide a start and finish date on the Bid Form in which your Company could complete this project if awarded as indicated.

CANCELLATION

Rock County reserves the right to cancel a purchasing contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of the contract. Any dispute arising as to quality and quantity is subject to arbitration as provided in Chapter 788, Wisconsin Statutes.

APPLICABLE LAW

All contracts are governed under the laws of the State of Wisconsin and are made at Rock County, Wisconsin, and venue for any legal action to enforce the terms of the agreement will be in Rock County Circuit Court.

ASSIGNMENT

No right or duty in whole or in part by the contractor under any purchasing contract may be assigned or delegated without the written consent of Rock County.

GUARANTEED DELIVERY

Failure of the contractor to adhere to the delivery schedule that is specified or to promptly replace rejected materials renders the contractor liable for all costs in excess of contract price if alternate procurement is necessary. Excess costs include administrative costs.

PATENTS

By accepting a contract or purchase order from Rock County, the vendor or contractor guarantees that the sale or use of the items or goods being provided will not infringe any United States patent, and covenants that it will at its own expense defend every suit which may be brought against Rock County, (provided that such party is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such article or articles, and agrees that it will pay all costs, damages and profits recoverable in such suit. The party selling to Rock County guarantees that the items or goods being provided were manufactured in accordance with applicable federal labor laws.

QUALITY LEVEL

Unless otherwise indicated in the Invitation to Bid, all materials shall be first quality. Items which are used, obsolete, or which have been discontinued are unacceptable without prior written approval by Rock County.

SAFETY REQUIREMENTS

Materials, equipment and supplies provided to the County must comply fully with all safety requirements that are set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA standards. When furnishing toxic or hazardous materials as defined in sub-part "Z" of the U. S. Occupational Safety and Health Standards, the contractor must furnish OSHA Form 20, "Material Safety and Data Sheet", for each item provided. Further, during the course of performing the service necessary to satisfy the requirements of any Invitation to Bid, the contractor is fully liable for public and private protection while work is in progress or at any site exposed as a potential hazard. Contractor must provide warning devices and/or signs, which must be prominently installed and displayed, and be fully in compliance with safety regulations.

TAXES

Rock County is exempt from the payment of all federal excise taxes, registration no. 41407 (For tax-free transactions under Chapter 32 of the Internal Revenue Code. The certificate of exemption is on file with the District Attorney, U. S. Treasury Department, Internal Revenue Service, Milwaukee, Wisconsin). Rock County is exempt from Wisconsin State and Local taxes on its purchases except Wisconsin excise tax as the Wisconsin Department of Revenue does not issue state exempt numbers to Counties per Wisconsin Statute 77.54 (9) (a). Contractors performing construction activities are required to pay state user tax on the cost of materials which they purchase. Rock County is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel engine oil and aviation fuel.

**#2018-22
INVITATION TO BID
ROCK COUNTY FARM WATER TABLE OBSERVATION WELLS
NITRATE BMP PROJECT**

SCOPE OF WORK

The County of Rock is seeking sealed bids for installation of three groundwater observation wells as part of a multi-year project to evaluate best management practices to improve nitrate conditions in drinking water.

- A total of three Water Table Observation Wells shall be drilled on Rock County property.
- The sites are truck accessible.
- Contractor shall be responsible for contacting Diggers Hotline prior to start of work to obtain utility clearance.
- The depth to water is estimated at 100 feet for MW1 & MW2, and 50 feet for MW3.
- The geology is likely to be sand and gravel.
- The three water table observation wells shall be constructed to meet NR141 requirements.
- The wells are to be constructed with 15 foot screens with the water table intersecting the screen with approximately 10 feet of water in the well screen.
- Protective cover pipes shall be installed over the stick-up PVC well casings.
- DNR well notification fees shall be included in bid price (if necessary).
- Successful bidder shall be required to file proper monitoring well construction forms with the Wisconsin Department of Natural Resources upon completion of the wells.

BORING NUMBER	TOTAL DEPTH (IN FEET)	INSTRUMENTATION TO BE BUILT IN BOREHOLE
MW1	110	2" ID Sch. 80 PVC well w/15 ft. long 0.010" screen
MW2	110	2" ID Sch. 80 PVC well w/15 ft. long 0.010" screen
MW3	60	2" ID Sch. 40 PVC well w/15 ft. long 0.010" screen



#2018-22
INVITATION TO BID
GROUNDWATER OBSERVATION WELLS
AT THE ROCK COUNTY FARM
FOR
COUNTY OF ROCK
JANESVILLE, WISCONSIN

BID FORM

	UNITS	UNIT COST	TOTAL COST
MOBILIZATION TO JANESVILLE	1		
SOIL BORINGS	280 FT (110, 110, 60)		
WELL INSTALLATION (MW1 & MW2) • 2" DIAMETER • SCH 80 • 15' SCREEN 0.010 SLOT	220 FT (110, 110)		
WELL INSTALLATION • 2" DIAMETER • SCH 40 • 15' SCREEN 0.010 SLOT	60 FT		
STICK-UP PROTECTIVE CASING	3		
PADLOCKS	3		
WDNR WELL NOTIFICATION FEE	3 (if necessary)		
TOTAL BID			\$

Estimated Start Date: _____

Estimated Completion Date: _____

List any deviations or additional information to your bid on company letterhead.

Bid prepared by:

Signature

Print Name & Title

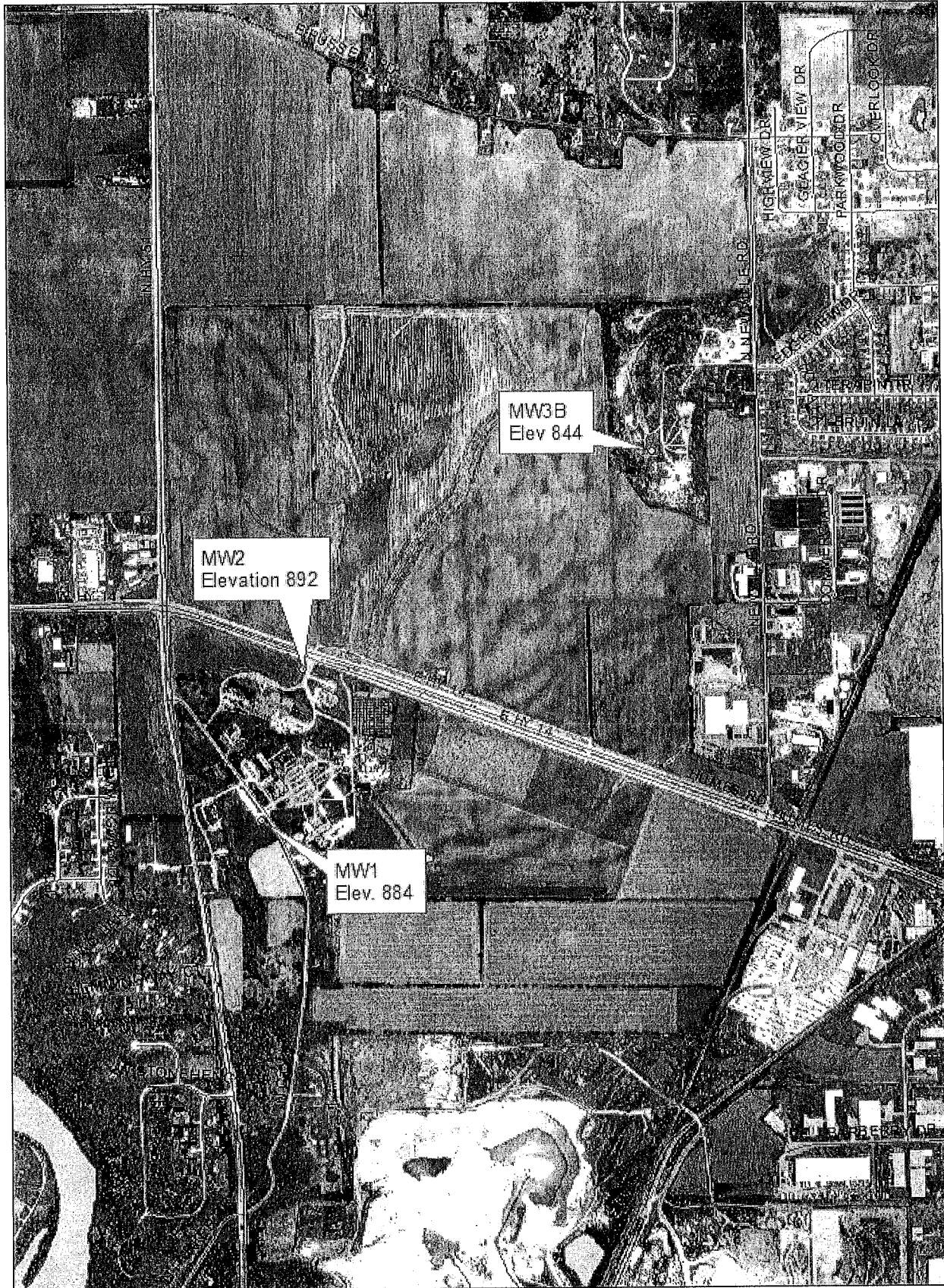
Company:

Address:

Phone Number:

E-Mail Address:

Observation Well Locations Rock County



Locations are approximate.
Exact locations will be field located by Rock County

