

Contracts for the Drinking Water and Groundwater Transient Non-Community Program

January 1, 2023 and ends December 31, 2024

Konrad Plachetta – DNR Purchasing Agent	<div>DocuSigned by: <i>Konrad K. Plachetta</i> 3/2022 8:31 AM CST CB925C7032CF447...</div>
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CONTRACT AGREEMENT FOR THE
TRANSIENT NON-COMMUNITY PROGRAM

THIS CONTRACT is entered into by and between the State of Wisconsin Department of Natural Resources (the Department) and **Sauk County Health Department** (the Contractor) for the purpose of assuring compliance with chapter NR 809 Wisconsin Administrative Code, the Safe Drinking Water Code, as it applies to the public transient non-community water systems (system) listed in Appendix 1. A general description of the work includes: conducting annual site visits and collecting drinking water quality samples, conducting Level 2 Assessments and all required follow up based on sample results, evaluating and documenting the sanitary condition of the well and pump installation, and tracking and assisting seasonal systems with start-up procedures. Sanitary condition of the well and pump installation shall be determined based on requirements established in chs. NR 812, NR 810, and NR 809, Wis. Adm. Code. Issues or discrepancies arising from the work covered in this contract should be resolved as outlined in section 5 of this contract. The Contractor is considered to be an agent of the Department, for purposes of conducting the Contractor's work under this contract, with the authority described in section 281.97, Wisconsin Statutes.

FOR AND IN CONSIDERATION of the terms and conditions contained in this contract, the above-named parties agree:

1. **PERIOD OF AGREEMENT.** This contract shall commence upon January 1, 2023 and ends December 31, 2024 during which period all performance as described in this contract shall be fully completed to the satisfaction of the Department.
2. **CANCELLATION.** The Department reserves the right to cancel this contract in whole or in part, without penalty, due to non-appropriation of funds or for failure of the Contractor to comply with terms, conditions, or specifications of this contract. The Contractor reserves the right to cancel this contract in the event the work as described under section 7 of this contract or other conditions of the contract cannot be completed. Both parties agree to give a 60-day written notice for cancellation of this contract.
3. **ENTIRE CONTRACT; AMENDMENTS.** This contract shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this contract are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this contract, signed by both parties prior to the ending date of this contract.
4. **ASSIGNMENT.** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the Department.
5. **RESOLUTION OF ISSUES.** Professional disagreements or conflicts between the Department and the Contractor should be resolved and a united front presented to the regulated public. When problems arise, it is the responsibility of both parties to initiate a conflict resolution process. In the event of a professional disagreement or personal conflict, the parties involved will first attempt to resolve the issue through a

telephone discussion. If that is not successful, the parties will schedule a face-to-face meeting. Finally, if a face-to-face meeting is unsuccessful, then the Contractor and Department supervisory staff will attempt to resolve the issue. If a professional disagreement cannot be resolved, a discussion between the Contractor and Department should determine how the conflict will be communicated to the regulated public.

6. QUALIFICATIONS. The persons doing the work of the contract shall have skill and competence in the following areas:

- Department well construction and water quality codes
- Basic principles of building plumbing inspection/review and basic principles of water treatment systems
- Principles of inspection, enforcement, and public relations
- Principles of chemistry, groundwater chemistry, geology, hydrogeology, determinative bacteriology, public health, sanitation, and microbiology
- Quality assurance of data collection, interpreting water samples, and monitoring data
- Basic personal computer skills including word-processing, spreadsheets, and databases
- Map reading
- Technical writing

7. DESCRIPTION OF ROLES AND RESPONSIBILITIES.

A. CONTRACTOR

The Contractor agrees to provide the following to the satisfaction of the Department:

1. The Contractor agrees to perform work functions designed to assure compliance with total coliform monitoring requirements at the systems specified in Appendix 1, in accordance with ss. NR 809.30 and 809.31, Wis. Adm. Code and as below. Specifically, Contractor agrees to the following:
 - a) Routine, increased, and reduced monitoring. Contractor agrees to collect and have analyzed routine, increased or reduced frequency total coliform bacteriological samples in accordance with requirements stated in s. NR 809.31 Wis. Adm. Code. All samples shall be analyzed at a laboratory certified by the Wisconsin Department of Agriculture, Trade and Consumer Protection for Safe Drinking Water Act analysis and which reports the results electronically within 24 hours to the Department. Contractor may delegate collection of routine, increased, and reduced monitoring samples to system owner with the permission of the

Department. If a system owner requests to collect the sample(s), the Contractor should consult with the Department regional office to make a determination. Contractor agrees to sample seasonal systems within the month prior, or the month after, or the month during their season begin date. In the event that a new system is identified, or an existing system is re-activated, the Contractor agrees to sample the system within 30 days before or after activation. New wells, newly constructed wells, and replacement wells at existing systems must be monitored within 30 days of activation.

- b) Monitoring Violations. Contractor agrees to send the appropriate Notice of Non-Compliance (NON) letters to the system owners for any monitoring violation resulting from failure to collect required samples during the monitoring period. Contractor will collect any required makeup sample in the first quarter of the year in addition to completing other monitoring requirements.
- c) Follow-up monitoring. If a compliance sample is total coliform positive, Contractor agrees to collect and have analyzed all follow-up samples in accordance with ss. NR 809.31(2) and NR 809.06, Wis. Adm. Code. Also, at least one follow-up sample shall be collected from each groundwater source. The triggered source samples must be collected before any chlorine treatment of the well(s). Contractor may delegate collection of follow-up samples to system owner, if necessary, but Contractor is still liable for the terms and conditions of this contract as per section 11. LIABILITY.
- d) If a system has a total coliform positive sample result followed by check and repeat samples that are total coliform negative, the Contractor must collect 3 additional routine samples during the next calendar month the system provides water to the public. If a system has a Maximum Contaminant Level (MCL) violation, the system will increase to monthly monitoring. Following an MCL violation, collection of the 3 additional routine samples is not required. If the system is closed for the season during a month requiring follow-up sampling, required samples should be collected as soon as possible the following season. The 3 additional routine samples may be collected on the same day and it is recommended that the 3 additional routine samples be collected at least two weeks after the post chlorination samples taken to return to compliance or bacteria free (refer to Section 7. A.1.i. of the contract) or after confirmation that the system is free of chlorine (chlorine test strip).

If a triggered groundwater source sample is positive for *E. coli*, the Contractor must collect 5 additional source samples from the same source within 24 hours of notification of the *E. coli* positive result and analyze the additional samples for *E. coli*. If any one of the 5 additional source samples is *E. coli* positive, the system must take formal corrective action as specified in s. NR 809.327(2).

- e) *E. coli* testing. Contractor agrees to ensure that all total coliform positive samples are further analyzed for *E. coli* bacteria as required in s. NR 809.31(4), Wis. Adm. Code. Contractor agrees to send the appropriate Notice of Non-Compliance (NON) letters to the system owners for any monitoring violation resulting from failure to further analyze a total coliform positive sample for *E. Coli*.
- f) Maximum Contaminant Level (MCL) violations. In the event an *E. coli* MCL violation occurs as defined in s. NR 809.30(1) to (2), Wis. Adm. Code, Contractor agrees to notify the system owner and to monitor system corrective actions required in s. NR 809.30(3), Wis. Adm. Code and to send appropriate NON letters to the system owners.
- g) Follow-up Actions. Contractor agrees to perform a Level 2 Assessment at systems following an *E. Coli* MCL violation or a Level 1 Assessment Trigger as defined in s. NR 809.313. Contractor agrees to perform and complete the Level 2 Assessment within 30 days of the trigger event date and provide a copy of the completed assessment to the system owner and to Department staff. If a completed Level 2 Assessment is not reported within 30 days of a Level 1 Assessment trigger event, the Department will place the system on increased (monthly) monitoring. Contractor agrees to establish due dates for corrective actions identified during Level 2 Assessment. The Contractor will notify the Department and the system owner in writing of any extension given on the corrective action due date.
- h) Public Notification. Contractor agrees to notify system owners of public notification requirements and verify that notification is performed as required in ss. NR 809.950 to NR 809.954 Wis. Adm. Code, for all violations and to send appropriate NON letters for failure to public notice to the system owners if necessary.
- i) Return to Compliance or Bactria Free. After the system has completed corrective actions and, if required, chlorinated their well and the chlorine has been completely flushed from the system for at least 24 hours, Contractor will collect at least two bacteria negative consecutive sets of samples (a set should consist of at least two samples and comprise a raw water sample and a sample from an approved distribution monitoring site), at least 24 hours apart. The Department may approve alternative sampling locations for the investigative samples.

Contractor agrees to notify the system and the Department in writing when the public notice following an MCL violation can be removed.

2. Contractor agrees to collect and have analyzed all nitrate samples at the systems listed in Appendix 1 in accordance with requirements stated in ss. NR 809.115(4) and (6), Wis. Adm. Code. All samples must be analyzed at a laboratory certified by the Department for Safe Drinking Water Act analysis and which reports the results electronically to the Department. Specifically:

- a) Routine monitoring. Contractor agrees to collect and have analyzed at least one nitrate routine compliance sample at each entry point per year in accordance with requirements of s. NR 809.115(4) (b) 3, Wis. Adm. Code. Contractor may delegate collection of routine monitoring samples to system owner with the permission of the Department. Contractor agrees to sample seasonal systems within the month prior, or the month after, or the month during their season begin date. In the event that a new system is identified, or an existing system is re-activated, the Contractor agrees to sample the system within 30 days before or after activation. New wells, newly constructed wells, and replacement wells at existing systems must also be monitored within 30 days of activation.

If a system listed in Appendix 1 is on quarterly or is moved to quarterly monitoring for nitrate the Contractor will collect and have analyzed a nitrate sample for each calendar quarter of the year that the facility is in operation.

- b) Monitoring Violations. Contractor agrees to send the appropriate Notice of Non-Compliance (NON) letters to the system owners for any monitoring violation resulting from failure to collect required samples during the monitoring period and will collect makeup samples as soon as possible.
- c) Follow-up monitoring. Contractor agrees to collect all follow up samples in accordance with s. NR 809.115(6) (b), Wis. Adm. Code. In the event the routine compliance sample is greater than or equal to 10.5 mg/L and the system is not currently operating under the conditions of s. NR 809.11(3), Wis. Adm. Code, the Contractor agrees to collect a confirmation sample. The nitrate confirmation sample must be collected within 24 hours of the Contractor being notified of the routine sample results. If sample collection within 24 hours is not completed, the system must give public notice until the sample results are known. Contractor may delegate collection of confirmation samples to a system owner, if necessary, but Contractor is still liable for the terms and conditions of this contract as per section 11. LIABILITY.
- d) Maximum Contaminant Level (MCL) violations. When a nitrate MCL violation occurs per ss. NR 809.11(2) and NR 809.117(1) (d), Wis. Adm. Code, Contractor agrees to notify the system owner, and verify all required follow-up actions are performed, and to send appropriate NON letters to the system owners. Possible follow-up actions are as follows:
1. Systems with a confirmed nitrate MCL exceedance may continue to operate under s. NR 809.11(3), Wis. Adm. Code at the discretion of the Department. Contractor will consult with Department staff prior to sending NON letters to systems. The Department regional staff will determine if a system may continue to operate under s. NR 809.11(3).
 2. If the system owner decides to voluntarily pursue actions that will return the system to compliance (e.g., installing a new well or

treatment device), the Contractor agrees to consult the Department regional staff. The Department regional staff will work with the Contractor to follow the tiered approach outlined in s. NR 812.37.

3. If the Department does not permit continued operation under s. NR. 809.11(3), Wis. Adm. Code, the Contractor agrees to refer the system to the Department for enforcement.
- e) Public Notification. Contractor agrees to notify system owners of public notification requirements and verify that notification is performed as required in ss. NR 809.11(3) or NR 809.950 to NR 809.954 Wis. Adm. Code. Contractor agrees to send appropriate NON letters for failure to public notice to the system owners if necessary. Contractor will also provide system owners with copies of the nitrate advisory placard. Contractor will require compliance with posting of nitrate warning placards and on an annual basis, will forward documentation to the Department that nitrate warning placards are posted appropriately and that repeat public notices are updated with current monitoring results.
- f) Return to Compliance. A system operating under the conditions of s. NR 809.11(3), Wis. Adm. Code may return to compliance, discontinue public noticing, and discontinue providing bottled water when two consecutive annual nitrate samples with results below 10.5 mg/L or four consecutive quarterly nitrate samples with results below 10.5 mg/L have been collected.

Contractor agrees to notify the system and the Department in writing when the system returns to compliance and the public notice can be removed.

3. Contractor agrees to collect and have analyzed all nitrite samples at systems with no prior nitrite sample collected in accordance with s. NR 809.115(5), Wis. Adm. Code. This includes but is not limited to, new systems, new wells, reconstructed wells, and any system that has not previously collected a nitrite sample. All samples must be analyzed at a laboratory certified by the Department for Safe Drinking Water Act analysis and which reports results electronically to the Department. The Contractor shall do all confirmation sampling if required in accordance with s. NR 809.115(6) (b), Wis. Adm. Code. The Contractor agrees to collect and have analyzed a nitrite sample each quarter of the year that the facility is in operation for all systems listed in Appendix 1 on quarterly monitoring for nitrite.
4. Annual Site Visit. Contractor agrees to perform an annual site visit at systems listed in Appendix 1 in accordance with s. NR 809.31 (1) (de), Wis. Adm. Code. Contractor agrees to complete the annual site visit and provide the Department a copy of the completed site visit form and date of the visit. Contractor agrees to follow-up on any corrective actions identified during the site visit. No annual site visit is required for systems that receive a sanitary survey, or a Level 2 assessment during the calendar year. Annual sites visits

are not required at systems on routine (quarterly) or increased (monthly) monitoring.

5. **Seasonal System Start-Up.** Contractor agrees to keep a list of seasonal systems and their start-up dates. Contractor will inform seasonal systems of the start-up requirements in accordance with s. NR 809.31 (1) (dr), Wis. Adm. Code. Contractor agrees to track systems that complete and certify system start-up procedures through a report provided by the Department. Contractor agrees to notify systems of their start-up requirements through one or more of the following methods: by phone, email and or letter. Contractor agrees to notify the Department when systems complete their certification as required in s. NR 809.80 (9m), Wis. Adm. Code. Systems that fail to perform and certify completion of system start-up procedures will receive a treatment technique violation and will be placed on increased (monthly) monitoring.
6. **Sanitary Surveys.** Contractor agrees to perform Sanitary Surveys of systems listed in Appendix 1 within five years from the date of the last inspection. A minimum of 20% of the inventory should be inspected each year. New and re-activated existing systems must have a sanitary survey completed within 90 days of activation. Existing systems with new wells, newly constructed wells, or replacement wells must also be inspected within 90 days of the well activation. The sanitary survey must be done in accordance with the process prescribed by the Department in the ***Transient Non-Community Sanitary Surveys Draft Guidance***, which includes completing a Pre-Survey Report checklist, an inspection of the system for compliance with ch. NR 812, Wis. Adm. Code, and completion of an assessment letter that addresses any non-complying features (e.g. deficiencies) found during the inspection. The Contractor agrees to provide the system owner with documentation of the Sanitary Survey in writing and to provide a copy to the Department. The Contractor agrees to use the electronic County Sanitary Survey system to obtain Pre-Survey Reports, create Assessment letters, and transfer survey data to the Department. As part of each water system sanitary survey, the contractor agrees to prepare a monitoring site plan on the form provided by the Department and to provide photos of the facility taken during the sanitary survey. The Contractor agrees to submit the completed monitoring site plan form and photos to the Department along with the sanitary survey report, and provide a copy to the system. The Contractor agrees to work with Department regional staff to correct any omissions or changes that should be made to a sanitary survey report following a Department review. The Contractor agrees to follow-up on necessary corrections according to corrective action deadlines, to document, in writing, when a system has returned to compliance, and to provide a copy of the documentation to the Department and the system owner. If the well needs to be replaced, upon Contractor request, Department will work jointly with the contractor in enforcing the requirement.

- a) The Contractor agrees to pursue proper filling and sealing of unused or contaminated wells and completion of the well abandonment reports as required by s. NR 812.26, Wis. Adm. Code.
 - b) The Contractor will verify that a Wisconsin Unique Well Number has been assigned. If a Wisconsin Unique Well Number has not previously been assigned, the Contractor will assign a number or work with the Department to assign a number.
7. Reporting Requirements. Contractor agrees to provide required reports in a format acceptable to the Department.
- a) Sample results. Contractor agrees to use a laboratory which provides monitoring results electronically directly to the Department in a format acceptable to the Department as required by s. NR 809.80(4) (a), Wis. Adm. Code. Contractor agrees to use a laboratory that reports microbiological results to the Department within 24 hours of the time the results are obtained by the laboratory as required by s. NR 809.80(4)(b), Wis. Adm. Code. Contractor is responsible for providing sample results to the system owners. Nitrate and nitrite MCL exceedance(s) must be reported by the laboratory to the system owners within 48 hours of the time the results are obtained as required by s. NR 149.47(1)(f), Wis. Adm. Code. Contractor agrees to maintain sample results on file for at least five years. Contractor shall inform the owner of record retention requirements for owner, including 5 years for bacteria sample results and 10 years for chemical samples results, per s. NR 809.82(1), Wis. Adm. Code.
 - b) Nitrate, Nitrite, Coliform MCL reporting. Contractor agrees to notify the appropriate Department regional office of total coliform positive samples and MCL violations as soon as confirmed. This contact should be done by telephone or e-mail. The method of contact should be pre-established with the Department regional office.
 - c) Public notices. Contractor agrees to obtain, provide a copy to the Department, and maintain on file for at least five years, copies of all public notice certifications for facilities with nitrate, nitrite, *E. coli* MCL and monitoring violations and treatment technique violations. Public notice certifications should be forwarded to the appropriate Department regional office within five days of receipt, by the Contractor.
 - d) Notices of Non-Compliance. Contractor agrees to issue NONs to system owners, provide a copy to the Department, and maintain on file for at least five years. NONs that may be issued to a system include notice(s) of non-compliance for MCL violations, treatment technique violations, public notice violations, and monitoring and reporting violations. Copies of NONs should be forwarded to the appropriate Department regional office, within five days of issuance.

- e) Sanitary survey reports. Contractor agrees to fully document all sanitary surveys of systems and follow-up in accordance with Department policy and guidance and provide copies of sanitary survey reports to the Department and system, within 30 days of completing the sanitary survey. Contractor agrees to maintain sanitary survey reports on file for at least five years.
 - f) Inventory updates. Contractor agrees to maintain up-to-date system inventory information, including identification of systems not currently on the Department's inventory, and to provide copies of all inventory changes to the Department on a monthly basis. Contractor will check to ensure that all contact information for seasonal systems is accurate and correct, including addresses, emails, and phone numbers for system owners. Inventory updates shall be provided on the Inventory Information for Non-community Public Water Systems form, or via the electronic sanitary survey system if updates are part of a formal sanitary survey. New systems should have a sanitary survey completed within 90 days of being activated.
 - g) Seasonal System Start up. Contractor agrees to notify the Department of anticipated start-dates for seasonal systems. Contractor will notify the Department when systems complete and certify start-up procedures. Contractor will report the system name and identification number, date procedure was performed and the date the system opened for business.
 - h) Annual Site Visits. Contractor agrees to notify the Department of completed annual site visits. Contractor will report the system name and identification number and date of the annual site visit. Contractor agrees to document all annual site visits and follow-up in accordance with Department policy and guidance and provide copies of annual site visit reports to the Department and system. Contractor will keep a record of the system annual site visit on file for a minimum of five years.
- 8. Compliance. Contractor agrees to request system compliance with applicable State codes which address water quality monitoring and the visible portion of the well and pump installation. In instances where Contractor is unable to gain compliance or where additional technical advice is necessary, upon Contractor request, the Department agrees to offer Contractor technical assistance or stepped enforcement as necessary to achieve compliance.
 - 9. Training. Contractor agrees to send staff to annual trainings provided by the Department. If the Contractor is unable to send staff to trainings due to travel costs or other issues, the Contractor will inform the Department in advance. The Contractor agrees to perform joint inspections when requested by the Department.

B. DEPARTMENT OF NATURAL RESOURCES

1. Technical Assistance. Upon Contractor request, the Department agrees to provide technical assistance to the Contractor in the evaluation of a system for compliance with chs. NR 809, NR 810, and NR 812, Wis. Adm. Code. The following are examples of when the Department may provide assistance:
 - a) Contractor has conducted follow-up sampling at a system with a well that has been bacteriologically positive for a minimum of three consecutive months and/or the well has been unsuccessfully chlorinated at least twice.
 - b) Contractor requests a joint inspection with Department staff to evaluate an unusual well and/or pump installation or to conduct a large volume sample collection.
2. System Notifications. If a system's monitoring requirements change, Department will notify the Contractor who will notify the system owner of the new sampling requirements and schedule. Department will also assist Contractor in notifying seasonal systems of start-up procedures by providing Contractor a list of seasonal systems, a report with system start-up requirements and start-up booklets. All seasonal system certifications will be returned to the Department and the Department will be responsible for tracking completion and certification of the procedure. Department will send systems that are collecting their own samples a NON if they fail to collect their samples.
3. Department enforcement. If Contractor is unable to gain voluntary compliance, upon Contractor request, the Department may initiate enforcement proceedings. Referral requests must be made using the Violation Referral sheet. Following are examples where the Department will agree to initiate enforcement:
 - a) The system owner refuses to upgrade a non-complying well or pump feature and the time lapsed is three months after the return to compliance date specified by the Contractor.
 - b) There have been numerous disinfections that haven't solved the problem and/or the system is blaming the county's sampling techniques for the unsafe sample results.
 - c) A system has a confirmed nitrate sample result greater than 20.5 mg/l.
4. Training. The Department agrees to provide access to annual continuing education for the Contractor. Contractor agrees to send staff implementing the transient non-community drinking water program to Department certified training. The Department strongly encourages several joint inspections annually with Contractor staff for training purposes and to insure consistency with Department performance standards. Contractor staff new to the county contract program should complete a minimum of four joint inspections with Department staff.

8. PAYMENT. The Contractor, for contract activities completed satisfactory to the Department, shall receive compensation based on inspection and water quality monitoring activities performed. Payment shall be rendered in quarterly payments:

March – $\frac{1}{4}$ of contract will be advanced to Contractor.

June - $\frac{1}{4}$ of contract will be advanced to Contractor.

September – $\frac{1}{4}$ of contract will be advanced to Contractor.

December/January -During the 4th quarter the Contractor must submit an invoice and a system inventory with documentation of number of systems sampled and inspected during the year. Adjustment and reimbursement will be made based on previous advances and actual work completed.

- A. The amount of final yearly reimbursement shall be based on the following:
1. \$169 per inventoried system.
 2. \$30 per annual site visit. Systems on quarterly or monthly monitoring or that have a sanitary survey or a Level 2 performed during the year do not require an annual site visit.
 3. \$10 per seasonal system listed in Appendix 1.
 4. \$100 for each Level 2 Assessment performed plus \$50 for the extra trip required to perform any follow-up sampling at the time of the assessment.
 5. \$29 for each additional nitrate sample for those systems with multiple entry points or systems with quarterly, monthly, or raw water nitrate compliance sample requirements that is greater than one per year
 6. \$35 for each additional bacteria compliance sample for systems with quarterly, monthly, or raw water bacteria requirements that is greater than one per year
 7. \$50 per extra trip required for additional samples due to elevated results and mandatory follow-up items. The Contractor is required to provide the facility identification number and name, date and reason for follow-up visits in order to qualify for extra trip reimbursement.
 8. \$200 for attending the Department led annual training.
- B. In the event the Contractor has not fulfilled the contract, without reasonable explanation, the payment shall be reduced in direct proportion to the unfinished work. Reduction shall be as follows:

Sanitary Survey -\$105

Coliform Monitoring -\$35

Nitrate Monitoring -\$29

Annual Site Visit - \$30

Nitrite Monitoring -\$29 -Only for facilities with no previous sample.

Level 2 Assessment - \$100

Seasonal Systems - \$10

Sanitary surveys must be completed in accordance with section 7.A.6. of this contract in order to receive full payment of \$105.

9. **RECORDS, ACCESS.** The Contractor shall, for a period of five years, and after completion and acceptance by the Department, maintain books, records, documents and other evidence directly pertinent to performance on work under this contract in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this contract and a copy of the cost summary submitted to the Department. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. **INDEPENDENT CONTRACTOR.** The Department agrees that the Contractor shall have sole control of the method, hours worked, and time and manner of any performance under this contract other than as specifically provided herein. The Department reserves the right to inspect the job site or premises for the purpose of insuring that the performance is progressing or has been completed in compliance with the contract. The Department takes no responsibility for supervision or direction of the performance of the contract to be performed by the Contractor or the Contractor's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Contractor's employees or agents.
11. **LIABILITY.** The work to be performed under this contract is to be performed entirely at Contractor's risk. Contractor hereby assumes all liability with all work and all services to be provided by the contractor under this contract.
12. **INSURANCE RESPONSIBILITY.** The Contractor performing services for the State of Wisconsin shall:
 - A. Maintain worker's compensation insurance as required by Wisconsin Statutes for all employees engaged in the work.
 - B. Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

C. The state reserves the right to require higher or lower limits where warranted.

13. **NON-DISCRIMINATION / AFFIRMATIVE ACTION.** 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), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

- A. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- B. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- C. Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- D. Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- E. Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

14. **APPLICABLE LAW.** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15. **TAXES.** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
16. **TAX DELINQUENCY.** Contractors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
17. **PAYMENT TERMS AND INVOICING.** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified. A good faith dispute creates an exception to prompt payment.
18. **ANTITRUST ASSIGNMENT.** The Contractor and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Contractor hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL
RESOURCES

Date 11/23/2022 | 8:39 AM CST

By: _____

DocuSigned by:

Christopher Babal

05C290B5BC6A4B0...

Title: DNR Purchasing Section Manager

CONTRACTOR

Date _____

By: _____

Title: _____

Appendix 1

COUNTY	PWS ID	PWS NAME	SEASONAL	CITY
Sauk	15711014	ALDO LEOPOLD LEGACY CENTER		BARABOO
Sauk	15703006	ARTHURS SUPPER CLUB		SPRING GREEN
Sauk	15703127	BARABOO RV RESORT	SEASONAL	BARABOO
Sauk	15702379	BETHLEHEM UNITED METHODIST		SAUK CITY
Sauk	15701180	BRANDING IRON		LIME RIDGE
Sauk	15712642	BROKEN BOTTLE WINERY		BARABOO
Sauk	15710541	BRONCO BILLYS		BARABOO
Sauk	15712279	CAMP GRAY INC - DINING HALL		REEDSBURG
Sauk	15712345	CAMP GRAY INC - GYMNASIUM		REEDSBURG
Sauk	15703094	CAMP GRAY INC - ST JOHN SHOWER BUILDING		REEDSBURG
Sauk	15703072	CAMP GRAY INC - ST PETER & PAUL BUNKHOUSE		REEDSBURG
Sauk	15706108	CEDAR LODGE AND SETTLEMENT CABINS		LAKE DELTON
Sauk	15703996	CEDAR LODGE AND SETTLEMENT OFFICE		LAKE DELTON
Sauk	15709958	CHAPPARAL CAMPGROUND	SEASONAL	WONEWOC
Sauk	15712620	CHAPPARAL CMPGD LOWER WELL	SEASONAL	WONEWOC
Sauk	15703754	CHARLIES LAKESIDE COUNTRY STORE		MERRIMAC
Sauk	15708121	CHRISTMAS MT CLUBHOUSE		WISCONSIN DELLS
Sauk	15703710	CHRISTMAS MT COTTAGES		WISCONSIN DELLS
Sauk	15708066	CHRISTMAS MT LOG CABINS		WISCONSIN DELLS
Sauk	15708110	CHRISTMAS MT OAK VILLAS/TRADING POST		WISCONSIN DELLS
Sauk	15709210	CHRISTMAS MT PINE VILLAS 1-18		WISCONSIN DELLS
Sauk	15708077	CHRISTMAS MT PINE VILLAS 19-44		WISCONSIN DELLS
Sauk	15708528	CHRISTMAS MT PRV SITE		WISCONSIN DELLS
Sauk	15708088	CHRISTMAS MT REGISTRATION & RESTAURANT		WISCONSIN DELLS
Sauk	15703655	CHRISTMAS MT SALES		WISCONSIN DELLS
Sauk	15703666	CHRISTMAS MT TOWNHOMES		WISCONSIN DELLS
Sauk	15703732	CLUB 33 LLC		LA VALLE
Sauk	15703204	CLUB CHAPPARAL		WONEWOC
Sauk	15705833	CORNERSTONE MISSIONARY BAPTIST CHURCH		REEDSBURG

Sauk	15711630	COUNTRY BUMPKIN FARM MARKET		WISCONSIN DELLS
Sauk	15701928	COUNTRY ROAD RV PARK LLC	SEASONAL	LAKE DELTON
Sauk	15703457	CULVERS RESTAURANT		SPRING GREEN
Sauk	15702599	DELL PINES CMPGD WELL 1	SEASONAL	WISCONSIN DELLS
Sauk	15710651	DELL PINES CMPGD WELL 2	SEASONAL	WISCONSIN DELLS
Sauk	15706548	DEVILS HEAD RESORT HIGHRISE		MERRIMAC
Sauk	15711476	DOUBLE K D RANCH - BUD KD WELL	SEASONAL	BARABOO
Sauk	15709265	DOUBLE K D RANCH - LOWER D WELL	SEASONAL	BARABOO
Sauk	15704194	DOUBLE K D RANCH - SHOWER BLDG WELL	SEASONAL	BARABOO
Sauk	15704832	DUTCH HOLLOW LAKE CAMPGROUND	SEASONAL	LA VALLE
Sauk	15704843	DUTCH HOLLOW LAKE CLUBHOUSE		LA VALLE
Sauk	15704260	EXPEDITIONS UNLTD - ADVENTURE CTR		BARABOO
Sauk	15711366	EXPEDITIONS UNLTD - CABINS		BARABOO
Sauk	15703160	EXPEDITIONS UNLTD - CAMPGROUND	SEASONAL	BARABOO
Sauk	15712026	FAIRFIELD GOLF COURSE		BARABOO
Sauk	15702027	FLOORING CENTER		BARABOO
Sauk	15703677	FOUR WINDS MOTEL		BARABOO
Sauk	15703105	FOX HILL RV PARK 1		BARABOO
Sauk	15710827	FOX HILL RV PARK 2	SEASONAL	BARABOO
Sauk	15712587	FOX HILL RV PARK 3	SEASONAL	BARABOO
Sauk	15703688	FRANKIES		BARABOO
Sauk	15703468	GERMANIA COUNTRY INN		SPRING GREEN
Sauk	15710981	GLACIER RIDGE CONDOMINIUMS		MERRIMAC
Sauk	15709155	GREEN VALLEY CAMPGROUND	SEASONAL	BARABOO
Sauk	15705404	HARTJE CENTER		REEDSBURG
Sauk	15703490	HARTJES INC		LA VALLE
Sauk	15702951	HILLPOINT HIDEAWAY		HILLPOINT
Sauk	15702390	INTERNATIONAL CRANE FOUNDATION GATEWAY VISITORS	SEASONAL	BARABOO
Sauk	15707835	INTERNATIONAL CRANE FOUNDATION OFFICE		BARABOO
Sauk	15701323	ISHNALA SUPPER CLUB	SEASONAL	LAKE DELTON
Sauk	15711982	JOSIE CAKE DESIGN & SWEETS		BARABOO
Sauk	15709144	KINGDOM HALL OF JEHOVAHS WITNESSES		BARABOO
Sauk	15708770	KOENECKE FORD MERCURY		REEDSBURG
Sauk	15704216	LAKE REDSTONE COUNTY PARK BEACH	SEASONAL	LA VALLE
Sauk	15708726	LAKE REDSTONE COUNTY PARK PARKING LOT	SEASONAL	LA VALLE
Sauk	15706339	LIVING HOPE CHURCH		BARABOO
Sauk	15703941	MERRY MACS CAMP N - CAMPGROUND WELLS	SEASONAL	MERRIMAC
Sauk	15710904	MERRY MACS CAMP N - CMPGD WELL 2	SEASONAL	MERRIMAC

Sauk	15703952	MERRY MACS CAMP N - POOL	SEASONAL	MERRIMAC
Sauk	15708924	MERRY MACS CAMP N - STORE		MERRIMAC
Sauk	15700718	MID CONTINENT RAILROAD MUSEUM		NORTH FREEDOM
Sauk	15702467	MID-STATE EQUIPMENT SAUK PRAIRIE		PRAIRIE DU SAC
Sauk	15704425	MOON VALLEY RESORT		MERRIMAC
Sauk	15710035	MOTEL 6		LAKE DELTON
Sauk	15711124	MOUNTAIN FAITH CHURCH		LAKE DELTON
Sauk	35700038	MUELLER SPORTS MEDICINE - GUEST HOUSE		PRAIRIE DU SAC
Sauk	15712213	NEW LIFE LAVENDER		BARABOO
Sauk	15706570	OLD SCHOOLHOUSE SPECIAL EVENTS		MERRIMAC
Sauk	15702368	PAPES FAIR VALLEY INN		SAUK CITY
Sauk	15702830	PIONEER PARK - CLUBHOUSE WELL		LAKE DELTON
Sauk	15709672	PIONEER PARK - COMFORT STA 1	SEASONAL	LAKE DELTON
Sauk	15709683	PIONEER PARK - COMFORT STA 2	SEASONAL	LAKE DELTON
Sauk	15706317	PIONEER PARK - NE CORNER	SEASONAL	LAKE DELTON
Sauk	15702819	PIONEER PARK - POOL	SEASONAL	LAKE DELTON
Sauk	15712059	PLENKES POND		REEDSBURG
Sauk	15704865	POOR NATES		REEDSBURG
Sauk	15700806	PRAIRIE DU SAC TOWN HALL		PRAIRIE DU SAC
Sauk	15711597	PREM MEATS		SPRING GREEN
Sauk	15700817	RED OAK CAMPGROUND	SEASONAL	BARABOO
Sauk	15711157	RED OAK CAMPGROUND - SHOWER HOUSE	SEASONAL	BARABOO
Sauk	15702445	REDSTONES NORTHEAST		LA VALLE
Sauk	15710783	REEDSBURG COUNTRY CLUB - RESTROOM	SEASONAL	REEDSBURG
Sauk	15712048	REEDSBURG SOUTH PARK WELL		REEDSBURG
Sauk	15710486	RITeway OF SPRING GREEN LLC		SPRING GREEN
Sauk	15703776	RIVER VALLEY MOBIL		SPRING GREEN
Sauk	15700729	RIVER VALLEY VETERINARY CLNC		PLAIN
Sauk	15703787	ROUND BARN LODGE & RESTAURANT		SPRING GREEN
Sauk	15703446	RUMBLE SEATS		SPRING GREEN
Sauk	15708033	SAMS AIRPORT DINER		SPRING GREEN
Sauk	15711795	SAND TRAP BAR & GRILL		WISCONSIN DELLS
Sauk	15703435	SANDUSKY UNITED METHODIST		LIME RIDGE

Sauk	15711289	SAUK PRAIRIE SMALL ANIMAL HOSPITAL		PRAIRIE DU SAC
Sauk	15703358	SCHELLTER BAR AND GRILL		NORTH FREEDOM
Sauk	15711311	SKI-HI FRUIT FARM INC		BARABOO
Sauk	15703149	SKILLET CREEK CAMPGROUND	SEASONAL	BARABOO
Sauk	15701466	SKYVIEW MOTEL		PRAIRIE DU SAC
Sauk	15703347	SPRECHERS TAVERN		NORTH FREEDOM
Sauk	15703600	SPRING GREEN MOTEL		SPRING GREEN
Sauk	15711806	SPRING GREEN MOTEL & RESTAURANT		SPRING GREEN
Sauk	15703237	ST BONIFACE CATHOLIC CHURCH		LIME RIDGE
Sauk	15701279	ST JOHN EV LUTHERAN CHURCH		NORTH FREEDOM
Sauk	15702929	ST JOHNS EVANGELICAL LUTHERAN		HILL POINT
Sauk	15703424	ST PATRICK CATHOLIC CHURCH		LIME RIDGE
Sauk	15702918	ST PAULS LUTHERAN CHURCH		HILLPOINT
Sauk	15702236	STOECKMANN PROPERTY		ROCK SPRINGS
Sauk	15709716	SUBWAY		SPRING GREEN
Sauk	15706449	SWIM REEDSBURG		REEDSBURG
Sauk	15708517	TRINITY EV LUTHERAN CHURCH		LIME RIDGE
Sauk	15702214	TUCK A WAY CMPGD	SEASONAL	NORTH FREEDOM
Sauk	15712521	TUMBLED ROCK BREWERY & KITCHEN		BARABOO
Sauk	15701191	UGLY COYOTE SALOON		NORTH FREEDOM
Sauk	15702984	UNITED METHODIST CHURCH		LIME RIDGE
Sauk	15711300	UNITED PARCEL SERVICE		BARABOO
Sauk	15702434	VALTON FRIENDS CHURCH		WONEWOC
Sauk	15708638	VALTON WESLEYAN CHURCH		WONEWOC
Sauk	15704788	VILLA INN		HILLPOINT
Sauk	15710893	WANNA-BEE CMPGD & RV PARK - REC HALL	SEASONAL	WISCONSIN DELLS
Sauk	15702181	WANNA-BEE CMPGD & RV PARK - SHOWER	SEASONAL	WISCONSIN DELLS
Sauk	15704282	WHITE MOUND PARK A BEACH AREA	SEASONAL	HILLPOINT
Sauk	15704293	WHITE MOUND PARK CMPGD	SEASONAL	HILLPOINT
Sauk	15712400	WHITE MOUND PARK OFFICE WELL		HILL POINT

Sauk	15703193	WI DELLS KOA CMPGD - LOWER WELL	SEASONAL	WISCONSIN DELLS
Sauk	15709463	WI DELLS KOA CMPGD - UPPER WELL	SEASONAL	WISCONSIN DELLS
Sauk	15703820	WILLOWOOD INN		BARABOO
Sauk	15703611	WISCONSIN RIVERSIDE CMPGD		SPRING GREEN
Sauk	15712246	WISCONSIN RIVERSIDE CMPGD - WADING POND WELL	SEASONAL	SPRING GREEN
Sauk	15702698	YOGI BEARS JELLYSTONE PARK #1 COMFORT STATION	SEASONAL	WISCONSIN DELLS
Sauk	15702709	YOGI BEARS JELLYSTONE PARK #2 COMFORT STATION	SEASONAL	WISCONSIN DELLS
Sauk	15709639	YOGI BEARS JELLYSTONE PARK #3 COMFORT STATION	SEASONAL	WISCONSIN DELLS
Sauk	15700058	YOUNGS FIRST STOP		BARABOO
Sauk	15703248	ZION LUTHERAN CHURCH		ROCK SPRINGS