

CONTRACT

THIS AGREEMENT, made this 9th day of April, 2020 by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, WISCONSIN, a Wisconsin housing and community development authority under Wis. Stat. sec. 66.1335, herein called "CDA", and Wolf Paving and Excavating of Madison, Inc., hereinafter called "Contractor".

WITNESSETH:

I. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the CDA, the Contractor hereby agrees with the CDA to commence and complete the construction described as follows:

PARKSIDE PARKING LOT IMPROVEMENTS

hereinafter called the project, for the sum of \$131,955.00 and all extra work in connection therewith, under the terms as stated in the General Conditions for Construction Contracts; and at the Contractor's own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the project in accordance with the terms and conditions of this Contract. The Advertisement for Bids, Instruction to Bidders, Technical Specifications, Drawings, General Conditions, Federal Prevailing Wage Scale, Proposal, Payment and Performance Bond, Non-Collusion Affidavit, and Certification Regarding Equal Employment Opportunity are all made a part hereof and collectively evidence and constitute the Contract.

II. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" from the CDA and to fully complete the project within 45 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of One Hundred dollars (\$100.00) a day for each consecutive calendar day thereafter as provided in the General Conditions for Construction Contracts.

III. The CDA agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided for in Paragraph 7, "Payments" of the "General Conditions".

IV. During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, gender identity, sexual orientation, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity, or national origin.

V.

A. The contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such actions 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 insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

B. The Contractor shall in all solicitations or advertisements for employees placed by or

on behalf of the Contractor state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

C. The contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

D. The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (Section 39.02 of the Madison General Ordinances) including the contract compliance requirements. The Contractor agrees to submit the model plan that has been approved by the Madison Common Council and that is designed to ensure that the Contractor provides equal opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minority or disabled. The Contractor's submission must be approved by the City's Department of Civil Rights..

E. The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Civil Rights and the CDA with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City and CDA agree to keep all such records confidential, except to the extent that public inspection is required by law.

F. In the event of the Contractor's or subcontractor's failure to comply with the Equal Opportunity and Affirmative Action Provisions of this contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City and/or CDA at its/their option may do any or all of the following:

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City or CDA contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the CDA from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. If a subcontractor is in noncompliance, the CDA may recover liquidated damages from the prime contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

G. The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

VI. Pursuant to Section 3 of the Housing and Urban Development Act of 1968, the Contractor shall provide the maximum feasible opportunity to minority, handicapped and women business enterprises to supply materials or services and also to compete for jobs and subcontracts entered into pursuant to this Contract.

VII. The Contractor and the Contractor's subcontractor(s) shall comply with 24 code of Federal Regulations, Part 35, prohibiting the use of lead-based paint.

VIII. In accordance with amendments to section 24 of the Federal Code of Regulations, Parts 905, 941, 965 and 968, effective beginning October 6, 1988, whenever any State of Wisconsin or City

of Madison determined prevailing wage rate exceeds the corresponding Federally determined prevailing wage rate, the local and state rate is inapplicable to this contract and shall not be enforced. Additionally, only work classifications from federal wage decisions may be used.

IX. Correction of any infractions of the Labor Standards Provisions of the General Conditions and the Prevailing Wage Scale requirements, including infractions by any of the Contractor's subcontractors, is the responsibility of the Contractor.

X. The Contractor certifies that neither the Contractor nor any firm, corporation, partnership, or association in which the Contractor has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)] or by the Department of Housing and Urban Development.

XI. The contractor certifies that no part of this Contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designed as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

XII. A. The undersigned Contractor has examined all items which constitute the Contract document and will not at any time, after the execution of this Contract, assert that there was any misunderstanding in regard of the services to be performed hereunder.

B. It is mutually agreed that this Contract is executed in Madison, Wisconsin, and that all activities under this contract shall be consistent and in conformity with all applicable Federal, State and local laws.

C. It is mutually agreed that, in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the Contract shall remain in full force and effect.

D. This Contract shall not be modified except by written agreement signed by the CDA and the Contractor.

XIII. Notices: All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CDA:

Matthew Wachter

215 Martin Luther King Jr Blvd Suite 161

Madison, WI 53703

FOR THE
CONTRACTOR:

Darren Bosshard

5423 Reiner Road

Sun Prairie, WI 53590

IN WITNESS WHEREOF, the CDA and the Contractor have executed this Contract in three (3) counterparts, each of which shall be deemed an original, as of the day and year first above written.

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN (CDA)

(Seal)

BY: _____

(Print name and title of person signing)

(Witness)

CONTRACTOR:

WOLF PAVING & EXCAVATING OF MADISON, INC.

BY: _____

Jacob Mrugacz - President _____
(print name and title of person signing)

Charles O. Sivy
(Witness)

AND: Cori McNicol

Cori McNicol - Contract Administrator _____
(Print name and title of person signing)

Charles O. Sivy
(Witness)

(Seal)

