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2026 - 2027 Bridge Inspections and Program Management Countywide Local Bridges (County and Town)

Columbia County Highway and Transportation Department P.O. Box 875 Wyocena, WI 53969-0875 (608) 429-2136

Donald Nichols
donald.nichols@co.columbia.wi.us
Highway Commissioner
December 3, 2025

PROPOSAL DUE:

Location: Columbia County Highway and Transportation Department

338 Old Highway 16 West Wyocena, WI 53969-0875

Date & Time: Tuesday, December 30, 2025 @ 1:00 p.m. ELECTRONIC SUBMITTAL IS ACCEPTABLE (email as follows)

Contact: Donald Nichols, Commissioner

Phone: (608) 429-2156

E-mail: donald.nichols@columbiacountywi.gov

Columbia County Highway and Transportation Department hereby requests a proposal for Professional Services for the 2026-2027 Bridge Inspection Cycle, including;

• Program Manager

- FHWA and WisDOT certified Bridge Inspection Services,
- In-Field Bridge Inspection for 69 bridges per cycle in 2026 and 20 in 2027,
- Underwater Profile for 52 identified bridges,
- Completion of necessary paperwork, inventory update, communication, coordination, and work to complete the update with WisDOT HSI data bank.

Program Manager (WisDOT Structures Inspection Manual 1.2.3.1);

- 1. Either a registered Wisconsin licensed professional engineer or have ten-years of bridge inspection experience.
- Successfully complete NHI 130055 "Safety Inspection of In-Service Bridges" or NHI 130056 "Safety Inspection of In-Service Bridges for Professional Engineers".
- 3. Complete a cumulative total of 18 hours of FHWA approved bridge refresher training over each 60-month period.

Pricing is to consist of all costs necessary to produce a compliant product, including; but not limited to, labor, material, equipment, fringe, overhead, direct, indirect, taxes, shipping, delivery, supervision, project management, supplier, receiving, loading, and all other costs necessary to provide product(s) in accordance with the solicitation, specifications, references, and plans. The specifications are intended to provide the general intent of performance criteria for the project.

No proposal may be withdrawn for sixty (60) days from date of submission. Contract schedule may vary; however, project(s) are to be completed in accordance with the HSI inspection cycle for each bridge on the Countywide Local Road System (all County and Town bridges) or in no case later than the end of day on October 15, 2026 for all field work (2027 bridges completed prior to October 17, 2027) and all reports filed by end of November of year inspected.

Criteria for the review and award of Proposal:

• properly completed bid document,

- acknowledgement of any/all addendums,
- copy of current insurance certificate, and
- bidder proof documentation (list of similar projects completed with references).

Proposal document is available electronically via DemandStar or www.co.columbia.wi.us under "RFPs, Bids & Quotes" click on "Bridge Inspections".

Columbia County reserves the right to waive any informality, to reject any or all proposals, or to award project in a manner that is most advantageous and satisfactory to the determination of the County.

Published by authority of the Columbia County Highway & Transportation Department; Steve Balsiger, Chair and Donald Nichols, Highway Commissioner.

Columbia County has 85 local bridges in the WisDOT HSI Program. Forty-nine (49) of those bridges are on the 24-month inspection cycle (in 2026).

In 2026 and 2027, twenty (20) bridges will require Routine inspections as they are on a 12-month inspection schedule in HSI:

- B-11-0799 East Bush Rd (Wyocena) North Branch of Duck Creek
- P-11-0033 CTH A (Courtland) UP Railroad
- P-11-0037 CTH VJ (Dekorra) Rocky Run Creek
- P-11-0043 Sterk Rd (Randolph) UP Railroad
- P-11-0044 Inglehart Rd (Scott) UP Railroad
- P-11-0049 CTH CM (Fort Winnebago) Fox River
- P-11-0053 Muskrat Rd (Lewiston) Neenah Creek
- P-11-0054 CTH X (Lewiston) Big Slough
- P-11-0064 Hill Rd – dead end (Wyocena) Mid Branch Duck Creek
- P-11-0073 CTH DG (Fountain Prairie) North Branch Crawfish River
- P-11-0091 Hall Rd (Columbus) Crawfish River
- P-11-0092 Fall River Rd (Columbus) Crawfish River
- B-11-0034 CTH E (Scott) Fox River
- P-11-0039 CTH J (Lodi) Spring Creek
- P-11-0052 CTH CM (Fort Winnebago) Neenah Creek
- P-11-0070 CTH DG (Courtland) Beaver Creek
- CTH Z (Fountain Prairie) North Branch Crawfish River • P-11-0909
- CTH K (Columbus) Robbins Creek P-11-0912
- P-11-0914 CTH CD (Fountain Prairie) South Branch Crawfish River
- P-11-0061 E Bush Rd (Wyocena) North Branch Duck Creek

Fifty-two (52) bridges will require the Underwater Profile measurements be completed:

- B-11-0105 CTH G (Wyocena) Duck Creek
- B-11-0799 E Bush Rd (Wyocena) Duck Creek
- P-11-0049 CTH CM (Fort Winnebago) Fox River
- P-11-0907 Larson Rd (Scott) Sand Spring Creek
- P-11-0912 CTH K (Columbus) Robbins Creek
- P-11-0913 CTH CD (Fountain Prairie) S Branch Crawfish River
- B-11-0181 Kowald Rd (Scott) Fox River
- P-11-0050 Wilcox Rd (Forth Winnebago) French Creek
- B-11-0160 Illinois Ave (Wisconsin Dells) Crandall Bay
- B-11-0169 CTH U (Caledonia) Wisconsin River Tributary
- P-11-0037 CTH VJ (Dekorra) Rocky Run Creek
- P-11-0909 CTH Z (Fountain Prairie) North Branch Crawfish River
- B-11-0168 Haynes Rd (Marcellon) Fox River
- P-11-0091 Hall Rd (Columbus) Crawfish River
- B-11-0013 CTH V (Lodi) Spring Creek Outlet
- B-11-0020 CTH V (Dekorra) Rowan Creek at Lake Wisconsin
- B-11-0090 Tritz Rd (Caledonia) Baraboo River
- B-11-0091 Spring St (City of Lodi) BR Spring Creek
- B-11-0097 CTH F (Fort Winnebago) French Creek
- B-11-0106 Luebke Rd (Caledonia) Rowley Creek
- B-11-0111 Ross Rd (Scott) Fox River
- B-11-0123 CTH Q (Village of Poynette) Rowan Creek
- B-11-0125 Old Sauk Rd (West Point) Tributary to Lake Wisconsin
- B-11-0126 Duborg Rd (Columbus) Crawfish River
- B-11-0127 Mohr Rd (Fountain Prairie) N Branch Crawfish River
- B-11-0139 CTH D Main St (Village of Fall River) N Branch Crawfish River
- B-11-0141 STH 73-USH B151 (City of Columbus) Crawfish River
- B-11-0144 Pleasant St (City of Lodi) Spring Creek
- B-11-0145 Fair St (City of Lodi) Spring Creek
- B-11-0146 CTH K (Hampden) Crawfish River
- B-11-0147 Boelte Rd (Columbus) Crawfish River
- B-11-0149 Hall Rd (Columbus) Crawfish River
- B-11-0150 CTH U (Caledonia) Prentice Creek
- B-11-0152 CTH P (Springvale) Branch Duck Creek
- B-11-0154 CTH SS (Springvale) Middle Branch Duck Creek
- B-11-0155 Clark Rd (Fort Winnebago) Fox River
- P-11-0038 CTH J (Dekorra) Rowan Creek
- P-11-0052 CTH CM (Fort Winnebago) Neenah Creek
- P-11-0053 Muskrat Rd (Lewiston) Neenah Creek
- P-11-0054 CTH X (Lewiston) Big Slough
- P-11-0055 Anacker Rd (Lewiston) Big Slough

•	P-11-0063	CTH G (Wyocena) Middle Branch Duck Creek
•	P-11-0064	Hill Rd (Wyocena) Middle Branch Duck Creek
•	P-11-0067	CTH SS (Springvale) North Branch Duck Creek
•	P-11-0070	CTH DG (Courtland) Beaver Creek
•	P-11-0072	CTH Z (Fountain Prairie) North Branch Crawfish River
•	P-11-0086	CTH CS (Arlington) Branch Rowan Creek
•	P-11-0092	Fall River Rd (Columbus) Crawfish River
•	P-11-0707	River Rd (City of Wisconsin Dells) Wisconsin River Tributary
•	P-11-0904	Sawyer Rd (Springvale) North Branch Duck Creek
•	P-11-0908	CTH CM (Forth Winnebago) French Creek
•	P-11-0911	Genrich Rd (Wyocena) Rocky Run

Four (4) bridges will require an Underwater Dive inspection be completed:

- P-11-0049 CTH CM (Fort Winnebago) Fox River
 B-11-0020 CTH V (Dekorra) Rowan Creek at Lake Wisconsin
 B-11-0141 STH 73-USH B151 (City of Columbus) Crawfish River
- P-11-0052 CTH CM (Fort Winnebago) Neenah Creek

County goal of this contract is to maintain the approximate inspection timeline schedule as currently exists. That is, CONSULTANT is to inspect bridges on the same order and cycle as currently exists within the bridge schedule. In other words, Columbia County does not desire that the bridge inspection cycle is adjusted very much; all bridges inspected on their rotation in the fall of the year. Any desire by CONSULTANT to adjust the general trend shall be pre-approved by the County prior to implementing.

Article 1 PROPOSAL RECIPIENT (OWNER)

- **1.01** Proposal is submitted to:
 - Columbia County Highway and Transportation
 - P.O. Box 875
 - 338 Old Highway 16 West
 - Wyocena, WI 53969
- 1.02 The undersigned CONSULTANT proposes and agrees, if this proposal is accepted, to enter into an Agreement with OWNER, in a mutually agreed upon format, to provide all Labor, Material, Equipment, Supervision, Overhead as specified or indicated in the Proposal Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.
- 1.03 Highway Department Staff will function as OWNER representative for this project.

Article 2 CONSULTANT'S REPRESENTATIONS

In submitting this Proposal, CONSULTANT represents;

- 2.01 <u>CONSULTANT</u> represents that they are a Federal Highway Administration (FHWA) and Wisconsin Department of Transportation (WisDOT) certified bridge inspection professional with duly and properly trained personnel; well versed in physical and visual inspection of local bridges of varying types, degree, shape, size, and methods.
- 2.02 <u>CONSULTANT ACKNOWLEDGES BID IS A CONTRACT</u> for provision of Services as specified.
- 2.03 CONSULTANT shall perform all work in a safe manner in full legal accordance with FHWA, WisDOT, OSHA, WDNR, State, County, and local rules and regulations.
- 2.04 CONSULTANT accepts all of the terms and conditions of the Proposal. This Proposal will remain subject to acceptance for 60 days after the Opening, or for such longer period of time that CONSULTANT may agree to in writing upon request of OWNER.
- 2.05 CONSULTANT is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 2.06 After PROPOSAL has been submitted, CONSULTANT shall not assert that there was a misunderstanding concerning the nature of WORK to be completed. CONSULTANT is responsible for being thoroughly familiar with the Contract Documents. Failure or omission of CONSULTANT to conduct due diligence shall in no way relieve CONSULTANT from obligation in respect to PROPOSAL.
- 2.07 CONSULTANT has provided OWNER written notice of all conflicts, errors, or discrepancies that CONSULTANT has discovered and resolution provided by OWNER is acceptable to CONSULTANT.
- 2.08 CONSULTANT has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for this contract. Proposal is genuine and not made in the interest or on behalf of any undisclosed entity and is not submitted in conformity with any collusive agreement. CONSULTANT has not induced or solicited any other CONSULTANT to submit a false or sham proposal. CONSULTANT has not solicited or induced any entity to refrain from submitting.

Article 3 BASIS OF THE PROPOSAL

- 3.01 The executed contract will bind OWNER to make payment to the successful CONSULTANT as payment based upon delivery of the Material. Payment shall be made by monthly or progress payment method based on actual quantity of Material provided; determined by entering, recording, and acceptance by the custodian of the Wisconsin Department of Transportation HSIS database.
- 3.02 PROPOSAL shall be inclusive of all labor, equipment, materials, overhead, supervision, fuel, taxes, insurance, benefits, profit and all other costs CONSULTANT deems necessary to fulfill requirements of the Material.
- 3.03 CONSULTANT's obligation will be coordinated with OWNER and shall be performed independent and without assistance from the OWNER; accepting items noted as "provided by OWNER".

- 3.04 OWNER reserves the right to nullify the Agreement between OWNER and CONSULTANT in the event CONSULTANT is unable to fulfill their obligation; at OWNER's sole determination. Cancellation, if enacted, shall terminate immediately upon CONSULTANT receipt of written notice from OWNER.
- 3.05 OWNER has right to award single or multiple contract(s) at OWNER discretion; the anticipation is that this proposal will result in a single, 2-year contract for all work.
- 3.06 All materials shall be provided in compliance with the FHWA and WisDOT standards, guidance, specifications, handbooks, and requirements related to Routine, Underwater Profile, and Underwater Dive (if applicable) inspection of bridges.
- 3.07 CONSULTANT shall provide a detailed PROPOSAL which includes unit price costs per bridge for the following items; field inspection, completion of inspection form, completion of maintenance needs checklist, entry of inspection information on WisDOT HSI database. All other work shall be considered incidental.

BID:	Quantity	Units	Price/Unit	Extended Price
CONTRACT A:				
<u>2026 Work:</u>				
12 Mo Inspection	20	Bridges		
24 Mo Inspection	49	Bridges		
Dive Inspection	4	Bridge		
Underwater Profile	52	Bridges		
<u>2027 Work:</u>				
12 Mo Inspection	20	Bridges		
BID:		Extended Pric	<u>ee</u>	
<u>2026 & 2027</u>				
Program Management			- 	

BID SUBMITTAL

Article 4 Company Name: Address: Telephone Number: E-mail Address: Signature: Printed Name: Title: Date:

Article 5 PROJECT IDENTIFICATION

Work of the Contract shall be conducted in accordance with the Solicitation Instructions and the following conditions:

- 5.01 The purpose of this Solicitation is to purchase labor and services for completion of in-field bridge inspections on County and local road systems. BIDDER shall provide pricing for services in the County at each bridge site.
- 5.02 Contractor shall be solely, wholly, and completely responsible for the safety of employee(s) working in connection with this project (excepting OWNER employees). Work shall conform to all safety related Statutes, rules, ordinances, and guidance whether at the state, county, or local level.
- 5.03 A unit price bid is sought (for each bridge inclusive; field inspection, inspection form completion, HSI entry and acceptance, maintenance needs checklist, and underwater profile costs (when needed)).
- 5.04 For a complete Bridge Inspection listing, please see attached Appendix A. Bridges are listed in total:
 - 24 Month Routine inspection;
 - Underwater Dive required;
 - Underwater Profile required; and
 - 12 Month Routine Inspections (in both 2026 and 2027).
- **5.05** Work shall be completed prior to the date of record within HSI.
- **5.06** Prevailing Wages do not apply for this solicitation.

Article 6 SCHEDULING

- **6.01** Coordinate closely and cooperate fully with Owner in order to provide a smooth, successful project on behalf of both parties.
- 6.02 Provide 1 hard copy and 1 electronic copy of all documentation created and required for this project to the OWNER upon completion of annual work and prior to November 30, 2026 or 2027 (as it applies).

Article 7 INDUSTRY STANDARDS

Materials being provided shall be of professional quality and craftsmanship meeting or exceeding the requirements of FHWA and WisDOT for bridge inspections and on industry standard forms Wisconsin DT2007 2003 §84.17 Wis. Stats.; completed and accepted in format by WisDOT and OWNER for all Materials provided.

- **7.01** Replace materials which do not comply with workmanship standards as specified and as recognized in the industry for applications indicated.
- **7.02** Conduct work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work.

Article 8 WORK BY COUNTY

The following work and assistance will be provided by County or others:

- **8.01** Re-rating of bridges, if needed.
- **8.02** Fracture Critical Plan(s); if needed.
- **8.03** Any destructive testing, if needed.
- **8.04** Scour Plan of Action Reports.
- **8.05** Provision of necessary flagging or signage crew or snooper truck.
- **8.06** Inspection of any railroad bridges requiring coordination, flagger, or man lift.
- **8.07** Provide a boat and assistance for bridges where boat may be required to complete work (i.e. B110020, B110124, B110141, P110037, P110049, P110052, P110053, P110073, and P110075).
- **8.08** Other assistance if identified within the PROPOSAL and agreed ahead of time.

Article 9 **PAYMENT OF WORK**

- 9.01 OWNER represents the quantities are an estimate of the projects being proposed. Owner does not warrant that the full amount of the bid quantity will be utilized or paid. OWNER presents quantity information to assist BIDDER to understand the amount of Material that is anticipated to be incorporated into the project(s). Payment will be made based upon the actual amount of Material delivered to the OWNER in the acceptable and required format. No unit price exception, exclusion, price change, or request for additional payment may be implemented in relation to this project for variation from the HSI database.
- 9.02 CONSULTANT will be paid based on the unit price proposal from CONSULTANT subject to verification of completion of work. OWNER will measure the actual amount of work completed per the unit price bid item (in this case per bridge per activity). Payment will be determined from the actual measured quantity multiplied by the unit price bid per bridge per activity for the total amount to be paid on the project.
- 9.03 All other work is considered incidental to the contract.

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APPENDIX A

BRIDGE LISTINGS

Contract A:

Fall 2026

12 Month Routine Bridge Inspections (20) 24 Month Routine Bridge Inspections (49) Dive Inspections (1) Underwater Profiling (52)

Fall 2027

12 Month Routine Bridge Inspections (20)

12 Month Routine Bridge Inspections 2026-2027

STRUCTURE_ID	FEATURE_ON	FEATURE_UNDER	MUNICIPALITY
P110034	CTH E	FOX RIVER	T-SCOTT
P110037	CTH VJ	ROCKY RUN CREEK	T-DEKORRA
P110039	CTH J	SPRING CREEK	T-LODI
P110049	CTH CM	FOX RIVER	T-FORT WINNEBAGO
P110052	CTH CM	NEENAH CREEK	T-FORT WINNEBAGO
P110054	CTH X	BIG SLOUGH	T-LEWISTON
P110070	CTH DG	BEAVER CREEK	T-COURTLAND
P110073	CTH DG	N BR CRAWFISH RIVER	T-FOUNTAIN PRAIRIE
P110909	CTH Z	N BR CRAWFISH RIVER	T-FOUNTAIN PRAIRIE
P110912	CTH K	ROBBINS CREEK	T-COLUMBUS
P110914	CTH CD	S BR CRAWFISH RIVER	T-FOUNTAIN PRAIRIE
P110033	CTH A	Union Pacific RR	T-COURTLAND
P110043	STERK RD	UNION PACIFIC RR	T-RANDOLPH
P110044	INGLEHART RD	UNION PACIFIC RR	T-SCOTT
B110799	E BUSH RD	N BR DUCK CREEK	T-WYOCENA
P110053	MUSKRAT RD	NEENAH CREEK	T-LEWISTON
P110061	E BUSH RD	N BR DUCK CREEK	T-WYOCENA
P110064	HILL RD (DEAD END)	MID BR DUCK CREEK	T-WYOCENA
P110091	HALL RD	CRAWFISH RIVER	T-COLUMBUS
P110092	FALL RIVER RD	CRAWFISH RIVER	T-COLUMBUS

24 Month Routine Bridge Inspections 2026-2027

STRUCTURE_ID	FEATURE_ON	FEATURE_UNDER	MUNICIPALITY
B110013	CTH V	SPRING CREEK INLET	T-LODI
B		ROWAN CREEK at LAKE	
B110020	CTH V	WISCONSIN	T-DEKORRA
B110046	SANDERSON RD	BR ROWAN CREEK	T-ARLINGTON
B110047	CTH CS	BR ROWAN CREEK	T-DEKORRA
B110048	CTH J	BR ROWAN CREEK	T-DEKORRA
B110088	SMOKEY HOLLOW RD	DRAINAGE DITCH	T-ARLINGTON
B110090	TRITZ RD	BARABOO RIVER	T-CALEDONIA
B110091	SPRING ST	BR SPRING CREEK	C-LODI
B110097	CTH F	FRENCH CREEK	T-FORT WINNEBAGO
B110105	CTH G	DUCK CREEK	T-WYOCENA
B110106	LUEBKE ROAD	ROWLEY CREEK	T-CALEDONIA
B110111	ROSS RD	FOX RIVER	T-SCOTT
B110119	CTH P	N BRA DUCK CREEK	V-CAMBRIA
B110123	CTH Q (MAIN ST)	ROWAN CREEK	V-POYNETTE
B110124	CTHU	BARABOO RIVER	T-CALEDONIA
B110125	OLD SAUK RD	TRIB TO LAKE WISCONSIN	T-WEST POINT
B110128	FOX RIVER RD	FRENCH CREEK	T-FORT WINNEBAGO
B110134	LEWIS ST	CANADIAN PACIFIC RR	C-COLUMBUS
B	STH 16-STH 60-MANNING		
B110135	ST	CRAWFISH RIVER	C-COLUMBUS
B110141	STH 73-USH B151	CRAWFISH RIVER	C-COLUMBUS
B110148	SEIER RD	CANADIAN PACIFIC RAIL	T-FOUNTAIN PRAIRIE
B110164	CTH N	CRAWFISH RIVER	T-HAMPDEN
B110168	HAYNES RD	FOX RIVER	T-MARCELLON
B110169	CTH U	WISCONSIN RIVER TRIB	T-CALEDONIA
B110174	HALL Road	Crawfish River	T-COLUMBUS
B110175	RIVER RD (OLD STH 73)	CRAWFISH RIVER	T-COLUMBUS
B110176	Wendt Road	Crawfish River	T-COLUMBUS
B110181	KOWALD RD	FOX RIVER	T-SCOTT
B110186	CTH CD	Beaver Creek	T-COURTLAND
P110027	COLUMBUS RD	N BR CRAWFISH RIVER	T-OTSEGO
P110036	CTH H	FOX RIVER	T-SCOTT
P110038	CTH J	ROWAN CREEK	T-DEKORRA
P110050	WILCOX RD	FRENCH CREEK	T-FORT WINNEBAGO
P110055	ANAKER Road	BR BIG SLOUGH	T-LEWISTON
P110063	CTH G	MID BR DUCK CREEK	T-WYOCENA
P110065	TWITCHELL RD	MID BR DUCK CREEK	T-WYOCENA
P110067	CTH SS	N BR DUCK CREEK	T-SPRINGVALE

P110072	CTH Z	N BR CRAWFISH RIVER	T-FOUNTAIN PRAIRIE
P110075	CTH DG	N BR CRAWFISH RIVER	T-FOUNTAIN PRAIRIE
P110076	JOHNSON RD	N BR CRAWFISH RIVER	T-FOUNTAIN PRAIRIE
P110077	CTH CD	N BR CRAWFISH RIVER	T-FOUNTAIN PRAIRIE
P110086	CTH CS	BR ROWAN CREEK	T-ARLINGTON
P110190	McLEISCH Rd	Prentice Creek	T-CALEDONIA
P110707	RIVER RD	WISCONSIN RIVER TRIB	C-WISCONSIN DELLS
P110904	SAWYER RD	N BR DUCK CREEK	T-SPRINGVALE
P110907	LARSON RD	SAND SPRING CREEK	T-SCOTT
P110908	CTH CM	FRENCH CREEK	T-FORT WINNEBAGO
P110911	GENRICH RD	ROCKY RUN	T-WYOCENA
P110913	CTH A	N BR CRAWFISH RIVER	T-OTSEGO

Underwater Dive Inspection

STRUCTURE_ID	FEATURE_ON	FEATURE_UNDER	MUNICIPALITY
P110049	CTH CM	FOX RIVER	T-FORT WINNEBAGO
		ROWAN CREEK at LAKE	
B110020	CTH V	WISCONSIN	T-DEKORRA
B110141	STH 73-USH B151	CRAWFISH RIVER	C-COLUMBUS
B110152	CTH P	BRANCH DUCK CREEK	T-SPRINGVALE

Underwater Profile (UWP)

STRUCTURE_ID	FEATURE_ON	FEATURE_UNDER	MUNICIPALITY
B110105	CTH G	DUCK CREEK	T-WYOCENA
P110049	CTH CM	FOX RIVER	T-FORT WINNEBAGO
P110912	CTH K	ROBBINS CREEK	T-COLUMBUS
P110913	CTH A	N BR CRAWFISH RIVER	T-OTSEGO
B110181	KOWALD RD	FOX RIVER	T-SCOTT
B110799	E BUSH RD	N BR DUCK CREEK	T-WYOCENA
P110050	WILCOX RD	FRENCH CREEK	T-FORT WINNEBAGO
P110907	LARSON RD	SAND SPRING CREEK	T-SCOTT
B110160	ILLINOIS AVE	CRANDALL BAY	C-WISCONSIN DELLS
B110169	CTH U	WISCONSIN RIVER TRIB	T-CALEDONIA
P110037	CTH VJ	ROCKY RUN CREEK	T-DEKORRA
P110909	CTH Z	N BR CRAWFISH RIVER	T-FOUNTAIN PRAIRIE
B110168	HAYNES RD	FOX RIVER	T-MARCELLON
P110091	HALL RD	CRAWFISH RIVER	T-COLUMBUS
Columbia County	Highway and Transportation		026 - 2027 15

B110013	CTH V	SPRING CREEK INLET	T-LODI
B	O=11.1.1	ROWAN CREEK at LAKE	
B110020	CTH V	WISCONSIN	T-DEKORRA
B110090	TRITZ RD	BARABOO RIVER	T-CALEDONIA
B110091	SPRING ST	BR SPRING CREEK	C-LODI
B110097	CTH F	FRENCH CREEK	T-FORT WINNEBAGO
B110106	LUEBKE ROAD	ROWLEY CREEK	T-CALEDONIA
B110111	ROSS RD	FOX RIVER	T-SCOTT
B110123	CTH Q (MAIN ST)	ROWAN CREEK	V-POYNETTE
B110125	OLD SAUK RD	TRIB TO LAKE WISCONSIN	T-WEST POINT
B110126	DUBORG RD	CRAWFISH RIVER	T-COLUMBUS
B110127	MOHR RD	N BR CRAWFISH RIVER	T-FOUNTAIN PRAIRIE
B110139	CTH D MAIN ST	N BR CRAWFISH RIVER	V-FALL RIVER
B110141	STH 73-USH B151	CRAWFISH RIVER	C-COLUMBUS
B110144	PLEASANT ST	SPRING CREEK	C-LODI
B110145	FAIR ST	SPRING CREEK	C-LODI
B110146	CTH K	CRAWFISH RIVER	T-HAMPDEN
B110147	BOELTE RD	CRAWFISH RIVER	T-COLUMBUS
B110149	HALL RD	CRAWFISH RIVER	T-COLUMBUS
B110150	CTH U	PRENTICE CREEK	T-CALEDONIA
B110152	CTH P	BRANCH DUCK CREEK	T-SPRINGVALE
B110154	CTH SS	Middle Branch Duck Creek	T-SPRINGVALE
B110155	Clark Road	Fox River	T-FORT WINNEBAGO
P110038	CTH J	ROWAN CREEK	T-DEKORRA
P110052	CTH CM	NEENAH CREEK	T-FORT WINNEBAGO
P110053	MUSKRAT RD	NEENAH CREEK	T-LEWISTON
P110054	CTH X	BIG SLOUGH	T-LEWISTON
P110055	ANAKER Road	BR BIG SLOUGH	T-LEWISTON
P110063	CTH G	MID BR DUCK CREEK	T-WYOCENA
P110064	HILL RD (DEAD END)	MID BR DUCK CREEK	T-WYOCENA
P110067	CTH SS	N BR DUCK CREEK	T-SPRINGVALE
P110070	CTH DG	BEAVER CREEK	T-COURTLAND
P110072	CTH Z	N BR CRAWFISH RIVER	T-FOUNTAIN PRAIRIE
P110086	CTH CS	BR ROWAN CREEK	T-ARLINGTON
P110092	FALL RIVER RD	CRAWFISH RIVER	T-COLUMBUS
P110707	RIVER RD	WISCONSIN RIVER TRIB	C-WISCONSIN DELLS
P110904	SAWYER RD	N BR DUCK CREEK	T-SPRINGVALE
P110908	CTH CM	FRENCH CREEK	T-FORT WINNEBAGO
P110911	GENRICH RD	ROCKY RUN	T-WYOCENA

APPENDIX B

CONTRACT DOCUMENTS

Contract Form (4 pages)

Standard and General Conditions (5 pages)

CONTRACT AGREEMENT

This AGREEMENT is dated as of the _____ day of January, 2026 by and between Columbia County (hereinafter called Owner) and _____ (hereinafter called General Contractor or GC). Owner and GC, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

GC shall complete all Work as specified or indicated in the 2026 Bridge Inspections and Program Management; Countywide Local Bridges Request For Proposal Documents. The work is generally described as follows: provide all costs; not limited to, labor, materials, equipment, overhead, taxes, fuel, surcharges, subcontractors, coordination, and inspection services including; but not limited to, all other direct and indirect costs necessary for a successful completion of work as identified in accordance with Contract Documents.

Article 2. OWNER AND ARCHITECT DESIGNATIONS.

The following representatives have been identified in relation to this project. Their responsibilities and roles are defined within the Contract Documents.

Owner: Columbia County Highway Department

P.O. Box 875

338 Old Highway 16 Road Wyocena, WI 53969

Inspection Responsibility:

Article 3. CONTRACT TIMES.

The Work will be conducted as specified; field work completed and ready for Owner use prior to October 31, 2026 or 2027; as it applies. Final completion and paperwork filed and distributed prior to November 30, 2026 or 2027; as it applies.

GC shall proceed on respective portions of work continually and with undue haste in order to complete work in the utmost timeframe. GC work schedule shall coincide with work of other contractors in relation to this project and shall not infringe upon work or recreational use of all areas by the public or other trades.

Article 4. CONTRACT PRICE

Owner shall pay GC for completion of the Work in accordance with the C	ontract	
Documents an amount in current funds per the unit price bid	dollars and	
cents (\$). Payment shall be provided monthly in proportiona	l amounts of	
the unit price bid for all work complete at time of invoice; not exceeding the unit price		
bid of the Contract and provided work is acceptable to Owner.		

Article 5. PAYMENT PROCEDURES.

Progress draws and payments will be allowed at the end of each month for proportional work completed. Progress payments in an amount equal to 100 percent of proportional Work completed and 100 percent of proportional materials and equipment incorporated in the Work, less in each case, the aggregate of payments previously made. Owner retains the right to reduce GC pay application amount if Owner determines that GC has not performed appropriately on project or in event Owner feels GC is over billing the project. GC shall be notified in writing within fifteen (15) business days; in event Owner determines it necessary to reduce payment amount.

GC shall submit Application for Payment to Owner prior to the 30th day of each month; payments are made around 25th of subsequent month.

GC shall provide lien waivers for materials, subcontractors, and equipment. Original executed lien waivers for work completed and paid with previous Application for Payment shall be submitted with each subsequent Application for Payment.

Applications for Payment will be a Standard EJCDC document format, notarized, and presented with Partial Payment presented in accordance with the format of attached Table 1.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, GC makes the following representations:

- 6.1 GC has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents.
- 6.2 GC has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3 GC is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work; especially bridge inspection certificate and management requirements of the FHWA and WisDOT. Certified consultant and personal are required.
- 6.4 GC is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.5 GC has correlated the information known to GC, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents to Owner.

GC has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that GC has discovered in the Contract Documents. GC acknowledges that Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between Owner and GC concerning the Work, consist of the following:

- 7.1 This Agreement; four (4) pages inclusive.
- 7.2 Notice to Proceed letter from Owner to GC; one (1) page inclusive.
- 7.3 Project Manual titled "2026 2027 Bridge Inspections; Countywide Local Bridges (County and Town)", dated December, 3 2025, issued by Columbia County Highway & Transportation Department, twenty-four (26) pages inclusive.
- 7.4 Appendix A attached to above referenced project manual with listing of specific bridge inspection frequencies; 4 pages inclusive.
- 7.5 State of Wisconsin Department of Transportation and U.S. Federal Highway Administration, guidebooks and references for bridge inspection techniques, and methods, most recent versions.
- 7.6 Columbia County Standard Terms and Conditions (Appendix B, 5 pages inclusive).
- 7.7 Any addendum issued during the RFP process and all referenced attachments; if any.
- 7.8 Any modifications, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented if agreed to, in writing, by both Owner and GC.

Article 8. MISCELLANEOUS

8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of the restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

- assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.2 Owner and GC each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and GC, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- Owner and GC hereby agree that lawful court for proper resolution of any or all legal actions shall be Winnebago County, Wisconsin, County Circuit Court.

IN WITNESS WHEREOF, Owner AND GC have signed this Agreement in Duplicate. One counterpart each has been delivered to Owner and GC. All portions of the Contract Documents have been signed, initialed or identified by Owner and GC.

This Agreement will be effective on receipt of executed document by GC from Owner.

Owner: Columbia County P.O. Box 875 338 Old Highway 16 Road Wyocena, WI 53969	General Contractor:
By:	By:
Witnessed by:	
Address for giving notices: Columbia County P.O. Box 875 338 Old Highway 16 Rd Wyocena, WI 53969 (608) 429-2136	Address for giving notices:



STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)
Columbia County Purchasing Division

- 1.0 APPLICABILITY: These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. Special provisions for a contract may also apply.
- 2.0 SPECIFICATIONS: The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.
- 3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.
- 4.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.
- 5.0 QUANTITIES: The listed quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.
- 6.0 DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

- 7.0 PRICING: Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation, permits, inspections, and all other contract administration activities.
- 7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.
- 7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract. See Columbia County Code of Ordinances Title 3, Chapter 1, Code of Ethics.
- 8.0 ACCEPTANCE-REJECTION: The County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

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- 8.1 Bids **MUST** be dated and time stamped by the County on or before the date and time that the bid is due. Bids deposited or time stamped after the deadline will be rejected. Actual receipt by the County is necessary. Timely deposit in the mail is not sufficient. All bids must be clearly labeled with bidder name, return address, and bid title. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.
- 9.0 METHOD OF AWARD: Award shall be made to the lowest responsible responsive vendor conforming to the specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price hasis
- 10.0 ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties shall be used.
- 10.1 SUBCONTRACTING: Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without the prior written consent of the County. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor shall be fully responsible for the acts, errors, and omission of subcontractor(s).
- 11.0 PAYMENT TERMS AND INVOICING: Unless otherwise agreed, the County will pay properly submitted vendor invoices within forty five (45) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance the contract.
- 11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or

- product by the County while any such default or breach shall exist shall in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.
- 12.0 TAXES: The County and its departments 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 Federal Government Internal Revenue Service has issued tax exempt number 39-6005681 to the County.
- 12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of motor vehicle fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.
- 14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in the Columbia County Circuit Court. The vendor 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 a contract and which in any manner affect the work or its conduct. The County also has the right to cancel a contract with any federally or state debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of the County.

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16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, 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. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Safety and Professional Services and all applicable OSHA Standards. The vendor shall also comply with the County's worksite rules. Vendor shall comply, train, and accept exclusive responsibility for its employees while on County property.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from an award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, the vendor must provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased by the County shall be warranted against defects by the vendor for one (1) year from the date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 INDEMNIFICATION & INSURANCE: The vendor shall bear the full and complete responsibility for all risk of damage of premises, equipment, procedure or money resulting from any cause whatsoever and shall not penalize the County for any losses incurred.

Vendor shall indemnify the County against any loss, damage, injury or death caused by vendor's negligent acts or omissions or the negligent acts or omissions of vendor's agents or employees, or losses, damages, injuries or death caused by vendor's negligence and arising out of the consumption or use of the projects sold; provided, however, that nothing contained herein shall require vendor to defend or indemnify the County for losses, damages, injuries or death arising out of the negligence of the County, its agents or employees. In order to secure vendor's obligation to hold harmless and indemnify the County, vendor shall procure and maintain the following insurance:

- Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;
- Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident:
- 3. Comprehensive General Bodily Injury Liability and Property Damage Liability

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- Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident:
- Commercial General Liability of \$2,000,000 for general aggregate including product and \$1,000,000 for each occurrence;

The vendor shall add the County, its officers, agents and employees and additional insurers under the Commercial, General and Automobile liability policies.

- 20.1 CERTIFICATE OF INSURANCE: Upon notification of award and prior to issuance of contract, the vendor shall provide the County a Certificate of Insurance with the required coverage and limits of insurance.
- 21.0 CANCELLATION: The County reserves the right to terminate any contract in whole or part without penalty due to non-appropriation of funds or failure of vendor/ contractor to comply with terms, conditions, performance, and specifications of a contract.
- 22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, notice of bid opening, review, and approval of procurement activities. Bid openings are public unless otherwise specified.
- 22.1 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will become the property of the County. The County will work with vendors to meet their confidentiality requirements, provided they are within reason. All vendors' proprietary/confidential materials must have each document or item clearly marked as such. All proprietary information will be handled in accordance with the Wisconsin public records law. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

- 22.2 Any material submitted by a vendor that the vendor considers confidential and proprietary information and which the vendor believes qualifies as a trade secret, as provided in Section 19.36(5) Wis. Stats., must be identified by the vendor. Pricing will not be held confidential after the award of a contract.
- 22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.
- 23.0 PROMOTIONAL ADVERTISING: Reference to or use of the County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited without prior specific authorization.
- 24.0 ANTITRUST ASSIGNMENT: The vendor and the County recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the purchaser. Therefore, the successful vendor hereby assigns to the County any and all claims for overcharges as to goods, materials or services purchased in connection with a contract.
- 25.0 RECORDKEEPING AND RECORD RETENTION PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale, if applicable, and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all sub-contracts and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.
- 25.1 RECORDKEEPING AND RECORD RETENTION COST REIMBURSEMENT CONTRACTS: Where payment to a vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures

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incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from a bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than five (5) years after final payment is made.

26.0 LICENSURE, CERTIFICATION, AND STATUTORY REQUIREMENTS: Vendor is responsible to comply with all statutory rules and regulations. All federal, state and local laws, rules and regulations governing the service described in the specification will apply and will be deemed incorporated into the contract. These requirements shall be at the vendors' expense.

26.1 Vendor shall be responsible for ensuring compliance with all Wisconsin and Federal grant funding requirements. If any of the services performed under a contract are subcontracted, the selected vendor shall ensure compliance by all subcontractors. Vendor shall comply with all reporting requirements of any grant.

26.2 The County, the Federal Government, auditors for the State of Wisconsin, or their duly authorized representatives, will have full access to and the right to examine any site, pertinent books, documents, paper and records of any invoicing transaction for a period of not less than five (5) years after the expiration or termination of a contract.

27.0 CONFIDENTIALITY OF PERSONAL HEALTH INFORMATION: HIPAA/HITECH laws apply.

28.00 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of a contract in accordance with reasonable control and without fault or negligence on its part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the

failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

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