



Public Works & Development Services

14200 Washington Avenue
Sturtevant, WI 53177-1253
262-886-8440
fax: 262-886-8480
email@racinecounty.com

May 8, 2018

Ladies and Gentlemen:

You are invited to submit a quotation to provide Racine County with costs for restoration of Quarry Lake Park swimming area. All Quotations shall be submitted on the quotation form furnished and are due on or before 2:00 pm on Monday May 21, 2018 at the Racine County Purchasing Office, 730 Wisconsin Avenue, Racine, Wisconsin 53403

GENERAL INFORMATION

The County of Racine, through its duly authorized agents, reserves the right to reject any or all quotations, to waive all technicalities, and to accept the quotation deemed most advantageous to Racine County. All bidders, by submission of their respective quotations, agree to abide by the rules, regulations, and procedures of Racine County.

It shall be the successful contractor's responsibility that all work and materials conform to the following Specifications.

AWARD OF QUOTE

Racine County shall not be liable for any cost incurred in replying to any Request for Quotation (RFQ).

All quotes are tax exempt as Racine County is not subject to Federal and State Tax.

Quotations may be mailed, emailed, faxed or delivered to the attention of: Duane McKinney

Racine County Purchasing
730 Wisconsin Avenue
Racine, Wisconsin 53403
Facsimile: 262-636-3763
Email: Duane.McKinney@racinecounty.com

General questions may be directed to Duane McKinney, Purchasing Coordinator at (262) 636-3700 during regular business hours. Technical questions may be directed to David Prott, Highways & Parks Superintendent of Racine County Public Works and Development Services Department, at (262) 886-8441 between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday.

Sincerely

David Prott
Highways & Parks Superintendent
David.prott@racinecounty.com

Enclosure: Quotation Package

REQUEST FOR QUOTATION

Quote # PW - 1808

Restoration Quarry Lake Park Swimming Area

GENERAL INFORMATION

The purpose of these specifications is related to Racine County's requirements for purchasing of services to doze off an area, pushing unwanted spoils north west into deeper water, restoring the swimming area of Quarry Lake Park as described. (Local permits may alter the scheduling and scope of work (SOW). Should the SOW be altered by local permits either 1) an addendum shall be added to the project or 2) the project may be temporarily postponed.)

REQUIREMENTS

- 1) **Pre-Con Meeting:** There will be a mandatory preconstruction meeting on site prior to the start of the project. A schedule of work shall also be established prior to the start of the drawdown the Racine County will be responsible to do.
- 2) **Mobilization:** Locate the necessary equipment on site and develop access point for equipment/trucks to safely manure accessing beach area (see map of Access point).
- 3) **Staging:** A staging area with be provided by the owner. All overnight equipment shall be parked or kept in the staging area limits.
- 4) **Excavation:** Remove by dozer or other means pushing approximately 86,823 sq., of unwanted spoil northwest into the deeper water.
- 5) **Trucking:** Import and place sand (torpedo sand) from Trenton Ventures 1235 Spring Valley Rd. Burlington. Note: trucking ONLY, sand will be a direct purchase by Racine County.
- 6) **Restoration:** Spread imported sand approximately 6" deep in the stripped area of the beach. Restore all areas of gravel, dirt, grass to its original state.

CONTRACTOR'S RESPONSIBILITY

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the County of Racine, their agents, officials and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor or his employees, or of any Subcontractors, or any of their Material Suppliers, or employees and the Contractor shall at his own expense, appear, defend and pay all charges of attorneys and all costs any other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the County of Racine in any such action, the Contractor shall, at his own expense, satisfy and discharge the same.

REQUEST FOR QUOTATION

Quote # PW - 1808

Restoration Quarry Lake Park Swimming Area

I fully understand the requirements and standards of Racine County and certify on behalf of my corporation that we can meet the requirements stated in the RFQ.

Company: _____

Typed/Printed Co. Representative's Name: _____

Title: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

E-Mail: _____

REQUEST FOR QUOTATION

Quote # PW - 1808

Restoration Quarry Lake Park Swimming Area

QUOTE

Lowest applicable price to doze off an area, pushing unwanted spoils north west into deeper water, restoring the swimming area of Quarry Lake Park with trucked in sand as described.

Note: Materials (sand) is **NOT INCLUDED** in the below price. Price **ONLY** include trucking, labor and machine time.

Labor Cost:.....\$ _____

Machinery Cost:..... \$ _____

Trucking Cost:..... \$ _____


Total Price:..... \$ _____

Signature: _____ **Date:** _____

Quarry Lake Soundings

Racine County Parks 4/20/18




1 inch = 50 feet

ATTACHMENT

STANDARD TERMS AND CONDITIONS FOR SERVICES CONTRACT

These terms and conditions shall be incorporated into and made a part of all Services contracts entered into between Racine County (hereinafter “the County”) and the consultant/contractor/provider (hereinafter “the Consultant”), references to both the County and the Consultant are hereinafter “the parties.” These terms and conditions shall take precedence and supersede any other terms and conditions which are not consistent with these terms and conditions.

1. **PERFORMANCE:** Consultant shall perform all services under any contract in the highest professional manner pursuant to the standards within the industry.
2. **INTELLECTUAL PROPERTY:** Any documents or work product produced pursuant to any contract shall become the property of the County and shall be under the control of the County. Consultants shall be allowed to retain copies of said documents and work product.
3. **OWNERSHIP RIGHTS:** Any of the County’s documents which are provided to the Consultant to assist the Consultant in the performance of his or her work shall be returned to the County upon demand of the County or at the conclusion of the project, whichever comes first.
4. **ASSIGNMENT:** Consultant shall not assign, sublet, subcontract or transfer any of the services or interest under the contract without the prior written consent of the County.
5. **EQUAL OPPORTUNITY:** In connection with the performance of services under this contract, Consultant agrees not to discriminate against any employee, applicant for employment or person receiving services from the Consultant, pursuant to this contract because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, natural origin as those terms are described in state and federal law.
6. **STATUTORY COMPLIANCE:** The Consultant shall comply with all federal, state, local laws and regulations and requirements.
7. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, the County and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of the Consultant or any of the Consultant’s agents or employees in the performance of services under this contract.

To the fullest extent permitted by law, the County shall indemnify and hold harmless the Consultant and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of Racine County or any of the County’s agents, or employees in the performance of services under this contract.
8. **CHOICE OF LAWS:** The laws of the State of Wisconsin shall govern this contract, the construction, interpretation and determination of the rights and duties of the parties under this contract.

9. **INDEPENDENT CONTRACTOR:** The Consultant shall be considered an independent contractor and not an employee of the County. The County agrees that the Consultant shall have sole control of the method, hours, work and time and manner of performance of this contract unless specifically stated. The County takes no responsibility for the selection, dismissal, supervision, direction or performance of Consultant's employees. Nothing contained in this contract shall create a contractual relationship with or cause of action in favor of a third party against either the County or the Consultant. The Consultant's services under this contract are being performed solely for the County's benefit, and no other entity shall have any claim against the Consultant because of this contract or the performance or nonperformance of services provided hereunder.
10. **TERMINATION:** Either party may at any time, upon seven (7) days prior written notice to the other party, terminate this contract. The County shall pay for any and all work performed up to the termination date. The County shall not pay any termination expenses or costs if the contract is terminated regardless of the reason for termination.
11. **INSURANCE:** Consultant will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to the County upon request.
12. **ACCESS:** The County shall arrange for safe access to and make all provisions for the Consultant and Consultant's agents and employees to enter upon public and private property as required for the Consultant to perform services under this contract.

Racine County expressly rejects any of the following terms and conditions in its contracts for professional services:

1. **ARBITRATION:** There shall be no binding arbitration provisions in any contract between the County and the Consultant.
2. **LIMIT OF LIABILITY:** There shall be no limit on the Consultant's liability as part of the contract between the County and the Consultant.
3. **ATTORNEY'S COSTS/FEES:** There shall be no provisions mandating the payment of the either of other party's attorney's fees which are the result of litigation arising out of contract disputes.

ENTIRE AGREEMENT: THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE CONSULTANT AND THE COUNTY. ANY AMENDMENTS TO THIS AGREEMENT SHALL BE IN WRITING AND EXECUTED BY BOTH PARTIES.

END OF DOCUMENT

INITIALS: _____

