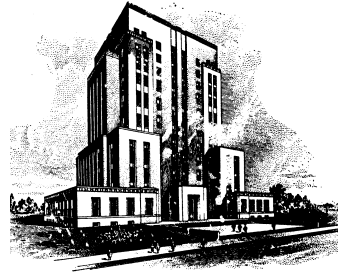


Racine County Purchasing

Racine County Courthouse
730 Wisconsin Avenue
Racine, WI 53403-1238
Phone (262) 636-3700
Fax (262) 636-3763

Duane McKinney
Purchasing Coordinator



ADDENDUM

Invitation For Bid

Pritchard Park Wetland & Prairie Restoration Bid # PW1807

This Addendum has been prepared by: Racine County
Duane McKinney
Date: Tuesday, May 1, 2018

This Addendum is issued to address questions received from vendors requesting clarification from Racine County on the specifications provided for the above subject proposal:

- 1) We have never seen or done drill seeding into wetland and we have experienced bad results with drilling small forbs into prairie as most gets buried too deep. Would the County be willing to let contractors broadcast seed and lightly incorporate with harrow or drag?

While upland prairies are typically drill seeded, the wetland areas are typically spread by hand or with a spreader. So, it is the recommendation of our restoration consultant to not use the drill seeder.

- 2) Is the bid item 3 "Annual rye and Oats seed at 1.5 pounds per acre" mean just providing the seed and not install? I'm just curious and usually we see/use to 10-20 pounds per acre of these cover crop species.

I will check on the seed quantities and reaffirm the number...

- 3) On what schedule does the county pay for completed work?

Programs At the completion of work invoice is submitted and then is paid in about a (2)two week turnaround.

- 4) Are there any bonds that are required for this job, ie. Road bond, performance bond, etc? If so, how much would they be and how long would they be held for, etc?

The Yes, we will require a bond (addendum to bidding documents shall follow).

Please sign, date and attach a copy of this addendum to your Proposal.

Firm: _____

Signature: _____

Date: _____

**Department of Public Works
& Development Services**

Division of Engineering
14200 Washington Avenue
Sturtevant, WI 53177-1253
Phone (262) 886-8440



**County of Racine
Wisconsin**

Jonathan Delagrave
County Executive
Julie Anderson
Director of Public Works
Nathan Plunkett
County Engineer

1. Guaranty Bonds

- A. The Contractor, upon signing the contract, is required to furnish a Performance and Payment Bond, in the form required by the Owner and executed by the Contractor as principal and by a surety company satisfactory to the Owner, in an amount equal to 100% of the contract price.
- B. In the event the Contractor fails to furnish such Bonds as above required within ten (10) days from the date of written notice by the Owner, the Owner may, at its sole option, declare this entire Contract null and void, notwithstanding any partial performance hereof by the Contractor, except that in such event, the Owner will compensate the Contractor for the reasonable value of any Work performed by the Contractor prior to such declaration.
- C. Should the surety become irresponsible during the time the Contract is in force, the Owner may require additional and sufficient sureties and the Contractor will furnish same to the satisfaction of the Owner within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as hereinafter provided.

**Department of Public Works
& Development Services**
Division of Engineering
14200 Washington Avenue
Sturtevant, WI 53177-1253
Phone (262) 886-8440



Jonathan Delagrave
County Executive
Julie Anderson
Director of Public Works
Nathan Plunkett
County Engineer

11. PERFORMANCE AND PAYMENT BOND

- A. The Owner will require the Contractor to furnish a Performance and Payment Bond prior to executing the agreement. This document will be furnished utilizing the latest Wisconsin A.I.A document or the form provided. The total amount will be 100% of the Contract Price. It will be executed by the Contractor as principal and a surety company satisfactory to the Owner.
- B. In the event the Contractor fails to furnish such bonds as required above within ten days from the date of written notice by the Owner, the Owner may, at its sole option, declare the entire contract null and void, notwithstanding any partial performance thereof by the Contractor for the reasonable value of any Work performed by the Contractor prior to such declaration.
- C. Should the surety become irresponsible during the time the contract is in force, the Owner may require additional and sufficient sureties and the Contractor will furnish same to the satisfaction of the Owner within ten days after written notice to do so at no additional cost to the Owner. In default thereof, the contract may be suspended as hereinafter provided within various portions of the Project Manual.

OWNER-CONTRACTOR AGREEMENT

Project Number PW1807 Pritchard Park Wetland & Prairie Restoration

THIS AGREEMENT dated *[Date]*, by and between the COUNTY OF RACINE, hereinafter called the "Owner" and *[Company Name]*, *[Company Address, City, State, Zip]*, doing business as a *[Sole Trade, Partnership, Joint Venture, Corporation]* hereinafter called the "Contractor".

ARTICLE I - SCOPE OF WORK AND CONTRACT DOCUMENTS

The Contractor shall perform all the work, furnish all labor, materials, tools, equipment, and supervision in strict compliance with the Contractor's proposal submitted on *June 1, 2017* and other contract documents, herein mentioned as component parts of this contract.

The term "Contract Documents" means and includes the following items prepared by Racine County:

The contents of the project manual for *Project Number PW1807 Pritchard Park Wetland & Prairie Restoration*

All plans prepared for this project dated *May 11, 2017*
[Addendum No.] dated *[Date]*

The foregoing are the Contract Documents. The Contract Documents form a complete unit and requirements called for by one are as binding as if called for by all. Ambiguity on conflict between the various documents or within a particular document shall be resolved in favor of the better quality or greater quantity.

A Modification to this Contract is a written amendment to the Contract identified as a Change Order signed by both parties. A Modification may be made only after this Contract has been executed.

ARTICLE II - CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided herein, in current funds, the contract base price of:

[Amount as text] Dollars, (\$[Amount as number])

ARTICLE III - TERMS OF PAYMENT

The Owner shall make payments on account of the Contract, upon requisition by the Contractor, in accordance with the following:

The Contractor shall prepare an Application for Payment for Work completed through the last day of the month on the form provided from a price breakdown as approved by the Owner, and submit it on or before the 10th day of the next month to the Owner.

Payments shall be made by check on the basis of the Application approved by the Project Coordinator. Such approval shall not be deemed to be approval of workmanship or materials.

The Contractor shall furnish and shall have his subcontractors and materials suppliers furnish waivers of liens for all Work included by Contractor in each Application for Payment made by Contractor.

Payment shall be made as follows: Through a disbursement by the County of Racine on or before the 30th day of each calendar month, the Owner shall make partial payment to the Contractor of 90% of the value, based upon the contract prices, of labor and materials incorporated in the Work through the last day of the previous month, as estimated by the Contractor and approved by the Owner, less the aggregate of previous payments.

ARTICLE IV - ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, the Owner shall promptly make the final inspection and tests he deems necessary to determine that the provisions of this Contract are satisfied. The Owner will not accept the Work nor make final payment to the Contractor until the Work of Contractor is completed and is in conformance with the Contract.

Before the issuance of final payment, the Contractor shall furnish and shall have his subcontractors and material suppliers furnish final waivers of lien and other evidence satisfactory to the Owner that all indebtedness connected with the Work have been paid or otherwise satisfied. Final payment, shall be due thirty (30) days after final completion of the Work and Owner's acceptance and approval of the Work.

If after the Work has been substantially completed, and full completion thereof is materially delayed through no fault of the Contractor, the Owner shall, without terminating the Contract, make payment of the balance due for the portion of the Work finally completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE V - TIME OF COMMENCEMENT AND COMPLETION

The Contractor shall commence the work required by the Contract within ten (10) calendar days of the date of written notification to proceed, issued by the Owner to the Contractor. Time is of the essence as to commencement. The work covered by this Contract shall be completed in accordance with the time limits as established and set forth in the "Project Manual" prepared by Racine County for this project.

In case of delay of Contractor commencing or providing and delivering the materials requested for the advancement of the Work, or of a lack of sufficient workmen, or for misconduct, inattention, insolvency or

inability or any other violation of the provisions of this Contract, after then (10) days' written notice to Contractor and failure to correct same, without prejudice to any other remedy it may have, Owner may terminate this Contract and cause the Work to be completed, the cost of which shall be charged against the balance, if any, due to Contractor. The excess, if any, of such costs of completion over the balance due Contractor shall be paid immediately by Contractor to Owner.

Contractor agrees to cooperate with all other Contractors employed on the work in order to avoid complications, insure first-class workmanship in every respect, and bring its work and the work of all other Contractors to full and satisfactory completion within the allowable time frame.

In addition, Contractor shall furnish necessary materials and/or labor at the proper time and in sufficient quantities to meet the sequence completion dates as determined by the Project Coordinator.

ARTICLE VI - CONTRACTOR'S RESPONSIBILITY

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the County of Racine and the other consultants, 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. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County of Racine as herein provided.

ARTICLE VII - MISCELLANEOUS

If any dispute should arise between Contractor and Owner, the Contractor will proceed diligently with all other Work without interruption and in accordance with Owner's directions pending a decision based on the contract documents.

The Contractor represents that it has visited the site and familiarized itself with the conditions under which the Work is to be performed.

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument, to be executed in three original counterparts the day and year first above written.

[Company Name]

[Company Address, City, State, Zip]

by

by

title

title

(SEAL)

COUNTY OF RACINE, WISCONSIN

by

by

title

title

PERFORMANCE AND PAYMENT BOND

Part A: PERFORMANCE

We, the undersigned Contractor as Principle, and Surety are firmly bound to Racine County for the performance amount specified below as Part A Performance for the faithful performance of this contract. The condition of this obligation is such that if the Principle shall perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this contract and its subsequent amendments, notice of such amendments to the Surety being waived, then this obligation shall be void; otherwise it is binding.

Part B: PAYMENT

We, the Principle and Surety are firmly bound to Racine County in the additional amount specified below as Part B Payment, for all claims, costs and charges. The condition of this obligation is such that if the Principle shall promptly make payment pursuant to section 799.14 Wisconsin Statutes, to all persons who supply labor and material directly to the Principle in the prosecution of the work provided for in this contract and its subsequent amendments, notice of such amendments to the Surety being waived, then this obligation shall be void; otherwise it is binding.

The total liability for Part A Performance shall not exceed that amount specified below and shall accrue to the sole benefit of Racine County. The total liability for Part B Performance shall not exceed that amount specified below. The total liability of this contract bond, identified below, is the sum of the Part A Performance and the Part B Payment. We bind ourselves, our heirs, executors, and administrators for the total contract bond liability.

<i>Project Number PW1807 Pritchard Park & Wetland Restoration</i>	
Part A Performance	\$ <i>[Total Contract Amount]</i>
Part B Payment	\$ <i>[Total Contract Amount]</i>
Total Bond Liability	\$ <i>[Two Times Total Contract Amount]</i>
<i>[Company Name]</i>	
<i>[Company Address, City, State, Zip]</i>	
Surety name	
Surety address	

Signature of Attorney-in-Fact for Surety

Signature of Contractor's Representative

Print or Type
(Surety Seal)

Print or Type

(Contractor Seal)

Witness

Witness

**Department of Public Works
& Development Services**

Division of Engineering
14200 Washington Avenue
Sturtevant, WI 53177-1253
Phone (262) 886-8440



**County of Racine
Wisconsin**

Jonathan Delagrave
County Executive
Julie Anderson
Director of Public Works
Nathan Plunkett
County Engineer

[Date]

[Name]

[Company]

[Address]

[City, State, Zip]

Re: ***Project Number PW1807 Pritchard Park Wetland & Prairie Restoration***

Dear [Name]:

You are hereby notified to commence work on the above referenced project.

[Name of County Representative]

[Title]

Racine County Public Works and Development Services

