

PROJECT MANUAL

2021 GRAVEL / ASPHALT CRUSHING FROST PIT LOCATION

Project Number #PW 2113(A)

Racine County Public Works

**14200 Washington Avenue
Sturtevant, Wisconsin 53177**

Phone: (262) 886-8440

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April 26, 2021



Public Works & Development Services

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

PUBLISH DATES: April 26, 2021

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Ladies and Gentlemen:

You are invited to submit a quotation to provide Racine County with a sealed proposal to provide **Gravel / Asphalt Crushing Services** for project # PW-2113(A).

All Quotations shall be submitted on the quotation form furnished and are due on or before **2:00p.m. CST on Wednesday, May 5, 2021** at the Racine County Purchasing Office, 730 Wisconsin Avenue, Racine, Wisconsin 53403 **OR** you may submit electronically online using the DemandStar application at www.DemandStar.com. Immediately thereafter all bids shall be opened and read aloud.

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 all applicable provisions Section 450 of the **2021 State of Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction**; and these 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 or delivered to the attention of Debra Ladwig
Racine County Purchasing
730 Wisconsin Avenue
Racine, Wisconsin 53403

General purchasing questions may be directed to Debra Ladwig, Purchasing Manager 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

Instructions to Bidders

Table of Contents

1. General	2
2. Submission And Receipt Of Bids.....	2
3. Availability Of Contract Documents	3
4. Bidder's Knowledge.....	3
5. Inadequacies And Omissions	4
6. Bidder's Qualification.....	4
7. Character Of Proposal	4
8. Addenda.....	5
9. Bid Guarantee.....	5
10. Withdrawal Of Bids.....	6
11. Performance And Payment Bond	6
12. Contract Documents	7
13. Unit Prices	7
14. List Of Subcontractors.....	7
15. Rejection Of Proposals	7
16. Contract Execution	8
17. Prosecution And Progress.....	8
18. Laws And Regulations	9
19. Conditions Of Award	9
20. Completion	9
21. Requests For Participation.....	10

1. GENERAL

- A. The Racine County Department of Public Works and Development Services reserves the right to reject any or all proposals and to waive all technicalities and to accept any proposal it deems most advantageous to Racine County. In making the award for furnishing this work and material, factors other than price may be considered, such as local and past experience, adaptability to County's requirements, etc.
- B. The bidder declares that he has carefully examined the site of, and the proposal, plans, specifications, and contract forms for work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials, to be furnished, and as to the requirements of the specifications, special provisions, and contract. It is mutually agreed that submission of a proposal will be considered conclusive evidence that the bidder has made such examination.
- C. The bidder agrees to perform the work, for and in consideration of the payment of the amount becoming due, on account of work performed, according to the bidder's bid, and to accept such amounts in full payment of said work.
- D. The bidder declares that all of the work will be performed at his own proper cost and expense, that he will furnish all necessary materials, labor, tools, machinery, and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designated on such plans, and the special provisions in the contract of which this proposal will become a part, if and when accepted. The bidder further agrees that the applicable specifications and all plans and working drawings are made a part hereof, as fully and completely as if attached hereto.

2. SUBMISSION AND RECEIPT OF BIDS

Sealed bids will be received in the Office of Racine County Purchasing, 730 Wisconsin Avenue Racine, Wisconsin 53403, **OR** you may submit electronically online using the DemandStar application at www.DemandStar.com until the date and time shown on the Proposal Form. The bids will then be publicly opened and read aloud.

- A. Bidders will submit bids on a Proposal Form provided.
- B. A legally authorized representative of the bidder will sign the Proposal Form.

- C. The Proposal Form will be submitted in a sealed envelope. The envelope will be marked with the project name, bidders' return address, and will be addressed as follows:

TO: Quotations shall be mailed or delivered to the attention of Debra Ladwig
 The Office of Racine County Purchasing
 730 Wisconsin Avenue
 Racine, Wisconsin 53403

3. AVAILABILITY OF CONTRACT DOCUMENTS

- A. General purchasing questions and questions of contract documents may be directed to Debra Ladwig, Purchasing Manager at (262) 636-3700 or Debra.Ladwig@racinecounty.com between the hours of 7:00 a.m. and 3:30 pm. Monday through Friday.
 Technical questions may be directed to David Prott, Highways & Parks Superintendent of Racine County Public Works, and Development Services Department, at (262) 886-8440 or David.Prott@racinecounty.com between the hours of 7:00 a.m. and 3:30 pm. Monday through Friday.

4. BIDDER'S KNOWLEDGE

- A. Bidders must satisfy themselves by examination of the contract documents, the site, and the conditions and obstacles to be encountered in the field, and by such other means as may be necessary, as to the accuracy of the schedule of quantities of the Work to be done and the intent of said contract documents. After the submission of the proposal, no complaint or claim that there was any misunderstanding as to the quantities, conditions, or nature of the Work will be entertained, and no extra compensation will be allowed by reason of any matter or thing concerning which such bidder might have fully informed himself prior to the bidding.
- B. Bidders will conduct personal examinations of the project site and physical conditions affecting Work, including but not limited to, adjacent areas; approach to site; conditions of the actual job site; and facilities for deliveries, storing, placing, and handling of materials and equipment.
- C. At the time of the bid opening, the Owner will consider that each bidder has inspected the site and has reviewed and become thoroughly familiar with the drawings and contract documents including all addenda. The failure or omission of any bidder to examine the site, or any form, instrument, or document, will in no way relieve such bidder from any obligation with respect to a properly submitted bid.
- D. If it is determined by bidder's site inspection prior to the bid date that any modifications to the project must be performed to allow complete and proper completion of the project per the Specifications, the cost of such modifications will be considered as incidental to the Contact Price and will be identified in writing and included in the Lump Sum Bid Package.

5. INADEQUACIES AND OMISSIONS

- A. For bidding purposes, the Racine County will not be responsible for verbal information or statements made by representatives of the Owner, where such information or statement apparently corrects or in any way amends the contract documents.
- B. Bidders will bring any inadequacies, omissions, or conflicts to the attention of the Director of Public Works before the due date for bids. Prompt clarification will be immediately supplied to all bidders by Addenda, and each Addendum will be acknowledged on the Proposal Form. Failure to so request clarification of any inadequacy, omission, or conflict will not relieve the Contractor of responsibility. The signing of the contract will be considered as implicitly denoting that the Contractor has a thorough comprehension of the full intent and scope of the specifications and drawings.

6. BIDDER'S QUALIFICATION

- A. If requested by the Owner, bidders will furnish all information necessary to verify the firm's ability to satisfactorily perform the Work including but not limited to, financial statements, equipment and personnel summaries, past experience listings, and references.
- B. Each bidder will possess the ability to furnish a Performance and Payment Bond, in accordance with the provisions of these specifications.

7. CHARACTER OF PROPOSAL

- A. The bidder will submit all bids on the standard Proposal Form included in this Project Manual. Any modification or change to the Proposal Form will disqualify the bid.
- B. The bid will be based upon all of the Work specified for the Contract being bid as described in the Contract Documents, including costs incidental thereto, unless specifically indicated otherwise. Exceptions made to the Work required by the Contract Documents will result in bid rejection.
- C. Completing Bid Form: Bid form will be filled out by typing or writing in ink and signed in ink. Erasures or corrections of mistakes on Proposal Form will be initialed or signed by bidder. Bid amount will be entered in both written words and printed figures in spaces provided on Proposal Form; and, in case of conflict, amount given in written words will apply. Submit one copy of the Proposal Form.
- D. Requirements of Signing: Each bid must include full business address of bidder.
 - 1. Corporation: Bids by corporation should be executed in the full legal name of the corporation, giving State of Incorporation, and be signed by

an authorized officer or officers, who will, in each case, type or print his name and corporate title beneath his signature.

2. Partnership: Partnership bids will state the full names of all partners, e.g., "Smith & Jones, a partnership of John S. Smith and William R. Jones," must be signed by an authorized partner or other representative, typing or printing the name of the signer and his title beneath the signature.
 3. Sole Proprietor: Individual bids will be submitted over the usual signature of the bidder, with his name typed or printed beneath his signature, followed by the words, "Sole Proprietor."
 4. When requested by Owner, satisfactory evidence of agency or authority of any person signing on behalf of another must be furnished.
- E. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the contract documents including all Addenda. The failure or omission of any bidder to examine any form, instrument or document will in no way relieve any bidder from any obligation in respect to his bid.

8. ADDENDA

- A. The Owner reserves the right to revise or amend the Contract Documents prior to the date that bids are due. Such revisions and amendments, if any, will be announced by an addendum or addenda to the Contract Documents.
- B. Copies of any such addenda will be furnished to all holders of Contract Documents that were obtained directly from the Office of the Racine County Director of Public Works.
- C. Bidders are required to acknowledge receipt of all addenda by listing such addenda on the Proposal Form.

9. BID GUARANTEE

- A. Each Proposal must be accompanied by a certified check, bank's draft, or bank's check payable to Racine County or a Bid Bond in the amount of 5% of the total bid, to be retained by and become property of Racine County in the event that the bidder should fail to execute the contract and contract bond within ten days after being notified of acceptance the of bid. The surety executing the bid bond must be licensed to do business in the State of Wisconsin.
- B. A certified and current copy of the power of attorney will be affixed to each bid bond by the person executing it on behalf of the surety. The company executing the Bid Bond must be licensed to do business in the State of Wisconsin.
- C. The apparent successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten days after receipt of notice of bid acceptance, will forfeit to the Owner, as actual damages for such failure or

refusal, the security deposited with his bid, it being expressly understood and agreed that such damages would arise out of delay from the necessity to re-bid the Work including the difference between subsequent bids and the apparent successful bidder's bid, or would result from the difference between the next responsible bidder and the apparent successful bidders' bid. Should actual damages total less than the forfeited bid deposit, the difference will be refunded to the apparent successful bidder within 30 days of the date when a contract is executed with the actual successful bidder.

- D. All check deposits will be refunded within twenty (20) days after signing of contract and bond by the successful bidder.

10. WITHDRAWAL OF BIDS

- A. A Bidder may withdraw his bid at any time prior to the time set for bid closing and submit a new bid if done prior to bid closing. Withdrawn bids will be returned unopened prior to the time and date of bid opening.
- B. A Bidder claiming an error or omission after bid closing but prior to bid opening will immediately notify the Department of Public Works and the bid will be returned immediately. The bidder will not be eligible to submit another bid on the work unless it is relet by advertisement.
- C. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened. If an error or omission is discovered after bid opening, the bidder will immediately give written notice to the Department of Public Works and present clear and satisfactory evidence that it was not caused by carelessness in examining the plans and specifications. If the Department is satisfied with the explanation, in accordance with Department of Public Works procedures, the bid document will be returned without bid deposit forfeiture.
- D. After the time set for bid closing, a bidder will not be allowed to correct his bid.
- E. All bids will be effective and open for acceptance for a period of 60 days after the date and time set for receipt of bids.
- D. Each bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify the Owner in writing of a material mistake in the bid. Failure of bidder to notify the Owner in the manner and within the time limit specified above will constitute a waiver by the bidder of all rights and remedies relative to a material mistake.

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.

12. CONTRACT DOCUMENTS

- A. The Contract Documents consist of the Advertisement for Bids, Instructions to Bidders, General Conditions, Specifications and Special Provisions, Project Description, Proposal Form, Contract Documents and all other attachments and modifications as prepared by the Racine County Public Works and Development Services.

13. UNIT PRICES

- A. Unit prices on the Schedule of Prices will be filled in and will be used for additions to or deductions from amount of work required under contract. Unit prices will include all cost of materials, labor, insurance, overhead and profit and will be paid for ordered additional work. Credit for work ordered omitted will be determined by same unit prices if not specifically stated otherwise.

14. LIST OF SUBCONTRACTORS

- A. Each bidder will submit with the proposal a list of subcontractors with whom he proposes to contract and the class of work to be performed by each.

15. REJECTION OF PROPOSALS

Proposals may be rejected for any of the following reasons, the same being listed as a warning to bidders and with no intent of limiting the rejection power to such limit.

- A. Omissions, erasures, alterations of forms, additions not called for, conditional or alternate bids unless called for, incomplete bids, or irregularities of any kind.
- B. Not being responsive to any provisions of the Contract Documents.
- C. Failure to submit a unit price for each item of work listed in the Proposal Form.
- D. Failure to furnish check or bid bond, or to furnish Proof of Responsibility

Questionnaire.

- E. Submitting more than a single Proposal under the same or different names or from related firms, corporations, or individuals.
- F. Fraudulent, collusive, or excessive bids.
- G. Lack of competency, reliability or general responsibility as revealed by the financial statement or equipment and experience questionnaires or by an unsatisfactory performance record in past work for this or other municipalities or private Owners, or otherwise.

16. CONTRACT EXECUTION

- A. Within ten (10) days from the date of receipt of the contract forms from Racine County, the successful bidder will execute three (3) copies of the contract form, the performance and payment bond, and deliver same to Racine County. Such contract, when signed by the proper Racine County officials, will be a part of the contract documents.
- B. In case of failure to have delivered such properly executed copies of the contract within the said ten (10) days, or such extension thereto as the Owner may deem reasonable, said bidder will thereupon be considered as having abandoned his proposal and will be considered in default to Owner to the full amount of his proposal guaranty, it being distinctly understood and agreed to by the party tendering the proposal that such proposal guaranty represents the damages to which the Owner will be subjected by reason of the bidder's default in acceptance of the contract or failure to either properly execute the contract forms or deliver same within the specified time of extension, if any.

17. PROSECUTION AND PROGRESS

- A. The bidder, if awarded the contract, agrees to begin work not later than ten (10) days after the date of a written Notice to Proceed, unless otherwise stipulated in the Special Provisions.
- B. The bidder declares that if he is awarded the contract, he will execute the contract agreement and begin and complete the work within the time named herein, and he will file a good and sufficient bond to guarantee the successful execution of the work.
- C. The bidder, if awarded the contract, will be subject to and discharge all liabilities for injuries pursuant to Chapter 102 of the Statutes of Wisconsin, and all acts amendatory thereto. He will further be responsible for any damages to property or injury to persons occurring through his own negligence or that of his employees or agents, incident to the performance of work under this contract, pursuant to the Standard Specifications applicable to this contract.
- D. 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 sex, age, race, religion, color, handicap, physical condition, developmental disability as defined in s.51.434(1) or national origin. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

18. LAWS AND REGULATIONS

- A. The Contractor will keep himself fully informed on all existing ordinances and regulations, State and National Laws and Regulations in any manner affecting the work herein specified. He will at all time observe and comply with said ordinances, laws and regulations and will protect and indemnify the Owner and its officers and agents against any claim or liability arising from the based on the violation of any such laws, ordinances, or regulations.

19. CONDITIONS OF AWARD

- A. It is the intent of the Owner to award the Contract to the lowest responsible Bidder or Bidders provided the Bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds available.
- B. The right is reserved by the awarding authority representing the Owner to reject any or all proposals; to waive technicalities; to re-advertise for proposals; and to accept the proposal which, in its judgment, is deemed most advantageous for the Owner.
- C. The Owner reserves the right to compare the Proposals by summing any combination of alternate items of the Proposal which it deems the basis of this comparison. Also, certain designated work may be omitted from the awarded contract. The Contractor to whom the contract is awarded will not receive any compensation for any loss of profit or for anything else because of the selection of an alternative Proposal or omission of the designated work.
- D. In the determination of the lowest responsible bidder, the Owner reserves the right to take into account and give reasonable weight to (a) future cost of operation, depreciation, maintenance, and repairs, (b) the extent of the bidder's experience on work of the nature involved and (c) the probability of the contract being carried to successful completion within the time specified by the methods and with the equipment the bidder proposes to use.

20. COMPLETION

- A. The Work will be completed as expeditiously as possible and in accordance with applicable completion requirements as described in the Contract Documents. Failure of the Contractor to prosecute the Work diligently in the opinion of the Owner, and at the pace deemed necessary by the Owner, will be considered to be a breach of contract.

- B. Should it be found impossible to complete the work on or before the time specified for completion, a written request may be submitted for extension of time setting forth the reasons believed to justify the granting of such request. If the Owner finds that the work was delayed because of conditions beyond the control of the Contractor, he may grant an extension of time for completion as appears reasonable and proper. The extended time for completion will then be considered as in full force and effect as if it were the original time for completion.

21. Requests for participation

- A. Each Contractor is encouraged to actively seek Minority Business Enterprise / Disadvantaged Enterprise / Women Business Enterprise participation in the bidding process.
- B. Each Contractor is encouraged to utilize labor available from the Pre-Apprenticeship Training Program administered by the Racine / Kenosha Economic Inclusion Coalition. Please contact Ola Baiyewu at (262) 631-7744 for more information.

General Conditions

Table Of Contents

1. Definitions	2
2. Intent Of Contract Documents.....	3
3. Examination Of Site And Special Site Conditions	4
4. Plans And Specifications	4
5. Schedule Of Prices	4
6. Project Modifications	5
7. Subcontracts	5
8. Other Contracts.....	6
9. Guaranty Bonds.....	6
10. Indemnification.....	6
11. Contractor's Responsibility.....	7
12. Labor Requirements	8
13. Contractor's Employees	8
14. Workmanship And Materials.....	9
15. Supervision Of Work.....	9
16. Inspectors.....	9
17. Inspection And Tests	10
18. Insurance	10
19. Taxes	11
20. Permits, Codes, And Ordinances.....	12
21. Standards And Job Site Safety	12
22. Owner's Right To Suspend Work Or Terminate Contract.....	13
23. Owner's Right To Do Work.....	13
24. Changes	14
25. Change Orders.....	15
26. Construction Change Directives.....	15
27. Unauthorized Work	17
28. Delays.....	17
29. Contractor's Right To Stop Work Or Terminate Contract.....	17
30. Payment For Work	18
31. Payment Withheld	18
32. Claims Against Contractor	19
33. Rejection Of Work	19
34. Waivers And Remedies	20
35. Uses Of Premises.....	20
36. Patents	20
37. Damage To Other Work	20
38. Corrections Of Work After Final Payment- Guaranty.....	21
39. Underground Utilities.....	21
40. Trees	21
41. Access To Work	21
42. Shop Drawings, Product Data And Samples	21
43. Keys.....	23

1. Definitions

- A. The "Bidder" will mean an individual, firm, co-partnership or corporation, or combination thereof, submitting a proposal for the Work contemplated and acting directly or through a duly authorized representative.
- B. "Contract" will mean the written agreement covering the performance of the Work described in the Contract Documents, including all supplemental agreements thereto.
- C. The "Contractor" will mean the individual, firm, co-partnership of corporation, and his, their or its' heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, covenantor or corporation, or his, their or its' surety under any Contract and undertaking to perform the Work herein specified. Where any pronoun is used referring to the Work "Contractor", it will mean the Contractor as defined herein.
- D. The "Law Governing" this Contract will be the law of the place of the Project.
- E. The "Owner" is the County of Racine, a municipal corporation of the State of Wisconsin, initiating the project, acting through its legally constituted officials, officers, or employees.
- F. The "Project Coordinator" or "Engineer" will mean the designated employee of the Owner or Consultants retained by the Owner for the project.
- G. The "Inspector" will mean the authorized representative of the Owner assigned to make a detailed inspection of any and all portions of Work or materials thereof.
- H. "Proposal" will mean the written offer or copy thereof of a bidder to perform the Work described by the Contract Documents when made out and submitted on the prescribed Form of Proposal, properly signed, and accompanied by any required bid security.
- I. "Addenda" will mean all revisions of any supplements to the plans and specifications incorporated in or attached to and becoming an integral part of the Contract Documents.
- J. "Calendar Day" will mean every day showing on the calendar, Sundays and holidays included.
- K. "Completion Date of Contract" will mean the calendar date on or before which all the Work contemplated under the contract will be completed based on the number of calendar days listed by the Contractor on the proposal form.
- L. "Completion Date of Work" will mean the date the OWNER approves the certification that all Work required has been completed.
- M. The term "Samples" will mean physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged.

- N. The term "Shop Drawings" will mean drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier, or distributor, and which illustrate some portion of the Work.
- O. The "Subcontractor" will mean any person, firm, or corporation with a direct contract with the Contractor who acts for or in the behalf of the contractor in executing any part of the Contract but does not include one who merely furnishes material.
- P. The date of "Substantial Completion" of a project or specified area of a project is the date when Work is sufficiently completed, in accordance with Contract Documents, as modified by any order or specified area of the project for the use it was intended.
- Q. "Work" will mean equipment, supplies, materials, and services to be furnished under Contract, unless some other meaning as indicated by the content.
- R. "Written Notice" will be considered as served when delivered in person or deposited in the U.S. mails by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice. It will be the duty of each party to advise the other parties to the Contract of any change in his business address until completion of the Contract.
- S. "Contractor", "Prime Contractor", or "Trade Contractor" will mean any contractor having a contract directly with the Owner.
- T. A Contract Document consists of the Advertisement for Bids, Instructions to Bidders, General Conditions, Specifications and Special Provisions, Project Description, Proposal Form, Contract Documents and all other attachments and modifications as prepared by the Racine County Public Works and Development Services.
- U. Provide" will mean "furnish and install in place".
- V. Wherever in this specification the words "man", "men" or their related pronouns may appear, either as words or parts of words, they have been used for literary purposes and are meant in their generic sense to include all humankind - both female and male sexes.

2. Intent Of Contract Documents

- A. The intention of the Contract Documents is to set forth requirements of performance, type of equipment and structures, and standards of materials and construction. It should be noted that the project its alternations and the contract documents may not show all specific field conditions. The documents do, however, include typical details and construction techniques to be applied to the project. It is also intended to include all labor and materials, equipment unless otherwise indicated, and to require complete performance of the Work in spite of

omission of specific reference to any minor component part. Materials or Work described in words, which so applied have a well-known technical or trade meaning, will be held to refer to such recognized standards.

- B. Ambiguity or conflict between the various documents or within particular documents will be resolved in favor of the better quality or greater quantity.
- C. This Contract will bind and insure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but this provision will not be taken to modify the restriction against assignment by the Contractor hereinafter contained.

3. Examination Of Site And Special Site Conditions

- A. Before submitting proposals for the Work, Contractor will be held to have examined the site and be satisfied as to the existing conditions under which the Work will be accomplished.

4. Plans And Specifications

- A. If the Contractor does not fully understand the plans and specifications or is in doubt as to the Owner's ideas or intentions concerning any portion of the Work, he must satisfy himself concerning it by inquiry of the Owner's interpretation. The plans and specifications are intended to be complete and should anything have been omitted inadvertently from the plans and specifications which are necessary to complete the Work in accordance with the apparent intention of the drawings, it will be supplied by the Contractor, at no extra cost to the Owner.
- B. All Work will be done in full accordance with the plans and specifications, and no deviation will be allowed, except by prior written authority of the Owner. The plans and specifications furnished the Contractor must be kept at the Work, be well cared for, and be returned to the Owner when the Work is completed.
- C. Should any disagreement or difference arise as to the true meaning of the drawings or specifications, the decision of the Owner, after consultation with the Project Coordinator and Owner's Consultants, will be final, conclusive, and binding on Contractor.

5. Schedule Of Prices

- A. The bidder agrees to perform the work for an in consideration of the payment of the amount becoming due on account of work performed, in accordance with the lump sum or unit prices bid in the Schedule of Prices, whichever has been asked for, and to accept such amount in full payment of the work, including incidental work. Incidental work will include all labor and materials not particularly specified or that which may be specified and not provided for in any basis for payment that is of an incidental or temporary nature and required in order to safely and satisfactorily carry out the intent of the work as indicated on the drawings and in the specifications. The cost of such work will be merged with and included in the prices bid under all items of work.

- B. It is expressly understood and agreed that any estimate of quantities of the several classes of work to be done, and equipment and materials to be furnished under this contract, as listed on the contract drawings, and stated in the specifications, are only approximate and are given only for the convenience of the contractor. The contractor will not hold Racine County responsible for any loss or damage of any kind if any of the aforesaid quantities should prove incorrect, as all work to be done is covered by the lump sum bid or the unit prices bid; and the contractor will not make any claim for damages or for loss of profits, or for an extension of time, because of any differences between the quantities of the several classes of work as estimated and the work actually done. If any errors, omissions, or miss-statements should be discovered in the said estimated quantities, such errors, omissions, or miss-statements will not invalidate this contract or release the contractor from the execution and completion of the whole or nay part of the work herein specified for the items to the satisfaction of the Engineer and in accordance with the drawings and specifications and for the prices herein agreed upon and fixed therefore nor will they excuse him from any of the obligations or liabilities hereunder or entitle him to any damages or compensation other than is specified in this contract, except for such extra work as may be required for the performance of which written orders may be given and received as herein specified.

6. Project Modifications

- A. This contractor and sub-contractors must submit in writing any requests for modification to the plans and specifications.

7. Subcontracts

- A. Each bidder will submit with the proposal a list of subcontractors with whom he proposes to contract and the class of work to be performed by each.
- B. At the time specified by Owner, Contractor will notify Owner in writing of the names of the Subcontractors proposed for the principal parts of the Work, and Contractor agrees that he will not employ any such subcontractors to whom the Owner may have a reasonable objection.
- C. If, after a contract has been awarded and duly executed, a contractor finds it necessary to sublet a portion of the work involved to a subcontractor not listed with the original bid, or if the contractor finds it necessary to change subcontractors, he may do so only upon written request to the Racine County Director of Public Works, and upon receipt of written approval to do so from the Racine County Director of Public Works. The written request must contain a full and detailed explanation of the nature and necessity of the change and all parties involved must be available for a hearing on the said request by the Racine County Director of Public Works when such a hearing is deemed necessary.
- D. The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to his Work, unless specifically noted to the contrary in a subcontract approved in

advance in writing as adequate by the Owner.

8. Other Contracts

- A. The Owner reserves the right to let other contracts in connection with this Work. The Contractor will afford other contractors' reasonable opportunity for the introduction and storage of their materials and for the execution of their Work and will properly connect and coordinate his Work with theirs. The contractors will cooperate with the separate contractors and conform to all directions of the Project Coordinator in regard to progress of the work.
- B. If any part of the Contractor's Work depends for proper execution or results upon the Work of any other contractors, the Contractor will inspect and promptly report to the Owner any defects in such Work that render it unsuitable for such proper execution and results. His failure so to inspect and report will constitute an acceptance of the other contractor's Work as fit and proper for the reception of his Work, except as to defects which may develop in other contractor's Work after the execution of his Work.
- C. To ensure the proper execution of his subsequent Work, the Contractor will measure Work already in place and will immediately report to the Owner any discrepancy between the executed Work and the plans and specifications.

9. 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.

10. Indemnification

- A. To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness,

disease, or death, or to injury to itself, including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this Paragraph 10.

- B. In any and all claims against the Owner and its agents and employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10. will not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- C. The obligations of the Contractor under this Paragraph 10 will not extend to the liability of the Owner and its agents and employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner and its agents and employees provided such giving or failure to give is the primary cause of the injury or damage.

11. Contractor's Responsibility

- A. The Contractor assumes full responsibility for the safekeeping of all materials and equipment for all unfinished Work until final acceptance by the Owner, and if any of it be damaged or destroyed from any cause, he will replace it at his own expense.
- B. The Contractor will indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract Work.
- C. Contractor will be required to comply with the safety and security regulations of the Owner, the Project Coordinator, and with any state or federal regulations.
- D. The Contractor will erect and maintain such barriers and lights and/or watchmen as will protect and warn pedestrians and vehicles and prevent access of unauthorized persons to the site and/or areas under construction so as to prevent accidents as a consequence of his Work.
- E. The Contractor will protect the Owner's property and adjacent property from injury or loss resulting from his operations. Objects sustaining such damage will be replaced to the satisfaction of the Owner, the cost of such repairs will be borne by the Contractor.
- F. The Contractor will locate and verify all existing building services such as gas lines, telephone lines, underground power lines, storm sewers, sanitary sewers,

and water mains, as well as interior building electrical and mechanical services.

12. Labor Requirements

- A. Each Contractor will fully comply with the provisions contained in State and Federal laws, rules and regulations and the Ordinances of Racine County governing minimum wages, hours of labor, submission of payroll records, nondiscrimination employment and union labor, and other regulations pertaining to Work on the project.
- B. These provisions apply to all Work performed on the project by the Contractor and his subcontractors.

13. Contractor's Employees

- A. The Contractor will either personally supervise his Work or will cause it to be done by a capable superintendent satisfactory to the Owner, and such superintendent will be authorized to act in behalf of the Contractor and to supervise the Work in a manner that will comply with all requirements of the Contract Documents.
- B. The superintendent will not be changed except with the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- C. Incompetent or incorrigible employees will be dismissed by the Contractor or his representative when requested by the Project Coordinator, and such persons will not again be permitted to return to Work without the written consent of the Project Coordinator.
- D. There will be no discrimination against any employee or application for employment because of age, race, creed, color, handicap, sex, national origin, or ancestry. This provision will be included in all subcontracts.
- E. The Contractor shall supervise and direct the work using the contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract, unless the contract documents give other specific instructions concerning these matters.
- F. The contractor shall be responsible to the owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the work under a contract with the Contractor.
- G. The Contractor shall not be relieved of obligations to perform the work in accordance with the contract documents either by activities or duties of the Engineer in the Engineer's administration of the contract, or by tests, inspections or approvals required or performed by persons other than the contractor.
- H. The Contractor shall be responsible for inspection of portions of the work already

performed under this contract to determine that such portions are in proper condition to receive subsequent work.

- I. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the contract. The Contractor shall not permit the employment of unfit persons of persons not skilled in the tasks assigned to them.

14. Workmanship And Materials

- A. All Work done, and all materials and equipment furnished by the Contractor will conform to the plans and specifications. Competent labor and tradesmen will be used on all Work.
- B. All workmanship will be of the best quality.
- C. All materials will be new and the best of their respective kinds, except as otherwise expressly allowed by the specifications.
- D. Whenever, in any of the contract documents, an article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer, or vendor, the term "or equal", if not inserted, will be implied. The specific article, material, or equipment mentioned will be understood as indicating the type, function, minimum standard of design efficiency, and quality desired and will not be construed in such manner as to exclude manufacturer's products of comparable quality. The material mentioned by name will form the basis of the proposal.
- E. Unless otherwise provided in the contract documents, the Contractor shall provide and pay for labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated into the work.

15. Supervision Of Work

- A. The Contractor will furnish the service of an experienced Superintendent who will be constantly in charge of the installation of the Work together with all subcontractors, skilled workmen, helpers, and laborers required to unload, transfer, erect, connect, adjust, start, operate, and test each system.
- B. The Superintendent will be thoroughly acquainted with and be responsible for the various Sub-contractors' Work so that it is properly coordinated and supervised to the satisfaction of the Project Coordinator.

16. Inspectors

- A. The Project Coordinator and Owner's Consultants are appointed by Owner as inspectors to see that the Work is performed by Contractor in accordance with the Contract Documents.

- B. At the direction of Owner, Project Coordinator will have the authority to suspend Work which does not comply with plans and specifications and, to condemn and reject noncomplying Work and materials, provided, however, that the failure of such inspector to condemn and reject noncomplying Work and material will not constitute a waiver by Owner of any rights of Owner under paragraphs of this Agreement.

17. Inspection And Tests

- A. All materials used, and all completed Work by the Contractor will be subject at all times to the examination, observation, and approval of the Owner and Project Coordinator.
- B. The construction, fabrication, and manufacture of any equipment or materials specified herein may be inspected by the Owner at the plant or factory and they will have free access to make such inspection.
- C. Any materials, equipment, or Work which do not satisfactorily meet the plans and specifications may be condemned by the Owner or Project Coordinator at the Owner's direction by giving written notice to the Contractor. All condemned materials, equipment, or Work will be promptly taken out and replaced by the Contractor at Contractor's expense. Any defective materials, equipment, or Work may be rejected by the Project Coordinator at the Owner's direction at any time prior to final acceptance by the Owner even though said defective items may have been previously overlooked.

18. Insurance

- A. The Contractor will for the duration of his operations or the operations of any of his subcontractors for this project and each subcontractor will for the life of his subcontract carry insurance, with carriers acceptable to the Owner, as follows:
 - 1) Workman's Compensation, Employer's Liability and Occupational Diseases Insurance covering the Contractor's liability under all applicable laws and statutory limits.
 - 2) Comprehensive General Liability: Including the Contractors Liability, Contractual Liability, Elevator Liability, Products including Completed Operations, all on occurrence basis with Collapse and Underground Property Damage, Products, including Completed Operations Liability will be kept in force for at least two years after the date of final completion.

Contractor's Liability Insurance, including Contractual Liability (Comprehensive General Liability Form:

General Liability:

Limits of Liability:

General Aggregate\$1,000,000

Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage.....	\$50,000
Medical Expense.....	\$5,000

Umbrella Liability:

General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

Bodily Injury and Property Damage:

Each Occurrence	\$2,000,000
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Personal and Advertising Injury

Each Occurrence	\$2,000,000
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3) Comprehensive Automobile Liability: including non-ownership and hired coverage as well as owned vehicles:

Bodily Injury and Death:

Each Person.....	\$1,000,000
Each Occurrence	\$1,000,000

Property Damage:

Each Occurrence	\$1,000,000
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B. The Hold Harmless Agreement and the obligations of Contractor under Paragraph 10 above will be specifically covered by Contractual Liability incorporated in the Contractor's Comprehensive General Liability and Property Damage Insurance Policy and will be so stated in the insurance certificate provided by the Contractor. The limits required for this coverage will be the same as for the General Liability and Property Damage Coverage specified above. The liability of Contractor under this sub-article and under Paragraph 10 will not be limited by the amount of Contractual Liability Insurance coverage carried by Contractor.

C. A Certificate of Insurance for each coverage required under this Contract showing the name of the Contractor, the name of the Insurance Company, the type of Insurance, the policy number, the effective date, the expiration date, the limits of liability and a description of the operation to which the coverage applied will be furnished to the Owner before Work is started. This certificate of insurance will contain a provision requiring a minimum of ten (10) days notice of cancellation or material change. If any change or cancellation is made, Owner and Project Coordinator will be notified in writing.

19. Taxes

A. The Contractor will include in the Contract Price and pay all taxes imposed by taxing authorities upon sale, purchase, or use of materials and equipment. The Contractor will pay all Sales Taxes that may be required. Racine County is exempt from State Sales Taxes.

- B. Contractor will pay unemployment and social security taxes, or other taxes imposed by Local, State, or Federal government and certify to Owner that this has been done before final payment is made to Contractor.

20. Permits, Codes, And Ordinances

- A. The Contractor will, at his own expense, obtain all necessary permits and licenses and comply with Local, State, or Federal laws, ordinances and regulations, and the Wisconsin State Code, anything herein specified or shown on the drawings to the contrary notwithstanding. Obtaining permits will be no cause for delay of contract.
- B. Should any change in the plan and specifications be required to conform to these ordinances, the Contractor will notify the Owner before submitting his bid; after entering into contract, the Contractor will be held to complete all Work necessary to meet the above local requirements without extra expense to the Owner.

21. Standards And Job Site Safety

- A. The Contractor will perform all Work in accordance with the best present-day practices; and conform and test in accordance with the applicable sections of the latest revisions of the codes and standards listed in the specifications. In the event of a conflict between the referenced codes, standards, specifications, and plans, the one establishing the most stringent requirement will be followed.
- B. The Contractor will be totally responsible for initiating, instituting, enforcing, maintaining, and supervising all safety precautions and job site safety programs in connection with the Work. The Contractor will take all reasonable precautions for the safety of all its employees and all other persons who may be on the job site. In that regard, Contractor will comply with all applicable federal, state, and local laws, ordinances, rules and regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He will erect and maintain as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting of danger signs and other warnings against hazard, promulgating safety regulations and notifying owners and users of adjacent utilities. Owner does require that Contractor comply, at a minimum, with the safety regulations of Owner as set out in the specifications and drawings for this Contract, in order to protect Owner's employees who may be on the job site.
- C. The following list of general safety requirements is to be enforced to protect the Owner's personnel from serious injury as well as the Contractor's own personnel. These requirements are not intended to replace any other laws or ordinances in effect at the time of execution of this agreement but will merely serve as a supplement to those requirements.
 - 1) General Housekeeping
The job site must be kept clean and orderly at all times. Adjacent roadways and entrances are to be kept clear and debris removed

continuously, by respective Contractors.

- 2) **Barricades**
Barricades and adequate warning signs are required to keep personnel away from hazardous areas. The Contractor will provide, erect, and maintain barricades, fence, warning signs and guards as necessary for protection of Work and material storage areas. The Contractor will use caution at all times to protect persons against injury resulting from job operations, movement of materials and standing equipment.
- 3) **Protection of Property**
The Contractor will provide protection to so as to protect Owner's property, materials, apparatus, and fixtures free from injury or damage.
- 4) **Welding Tanks**
Cylinders of oxygen and acetylene, both in use and in storage, will be handled in accordance with applicable OSHA safety codes. The Contractor will protect surrounding areas and materials when welding, flame cutting or other operations requiring use of flame, arcs or sparking devices that are necessary in the course of the Work.
- 5) **Guarding of Moving Parts**
Moving equipment such as drive belts, pulleys, gears, etc., must be properly guarded.
- 6) **Personal Protective Gear**
In addition to other OSHA requirements, safety glasses must be worn whenever Work is performed that could endanger eyesight as determined by OSHA regulations.

- D. Enactment of safety precautions and regulations; placement and provision of safety material, barricades, etc.; and use or provision of all required safety equipment will be the sole responsibility of the Contractor whose employees or Subcontractors are exposed to the applicable hazard, or whose Work endangers surrounding persons, property, equipment, contractors, etc.

22. Owner's Right To Suspend Work Or Terminate Contract

- A. The Owner will have the right at any time to terminate or suspend all or any part of the Work under this Contract or to decrease the amount thereof and in such case the Contractor will be paid for the Work done and materials furnished at the rates fixed hereunder as estimated by the Contractor and approved by the Owner but in any case, Owner will not be held liable for any cost or profit for Work not yet done.

23. Owner's Right To Do Work

- A. If any of the following events will occur:
- 1) the Contractor will abandon the Work to be done;

- 2) the Contractor fails to make payments which are due and owing, relative to the Work, to his subcontractors, material men, or laborers or to any person who may have lien rights on the premises of the Owner;
- 3) Contractor assigns subcontracts or sublets this Contract without the prior approval of Owner;
- 4) Contractor loses control of the Work from any cause, excepting acts of God and the public enemy;
- 5) Contractor, in the opinion of the Owner, at any time refuses or neglects to provide sufficient and properly skilled or other labor, sufficient materials or proper quality, or fails in any respect to prosecute the Work with diligence;
- 6) the rate of progress on the Work is not such as to ensure its completion within the time specified, from whatever cause;
- 7) the Work or any part hereof is unnecessarily delayed; or
- 8) the Contractor violates any of the covenants or conditions of this Contract or does not execute this Contract in good faith; then the Owner or the Consultants at the Owner's direction on not less than three (3) days prior written notice to the Contractor, may require Contractor to discontinue all Work, or any part thereof, as may be designated by Owner and thereupon the Owner may take and the Contractor will deliver possession of the Work and all tools, equipment, and materials on the site thereof, or such part thereof as Owner may require and the Owner, either individual or with the assistance of other contractors, may thereupon complete said Work or any part thereof by contract, or may take over the Work and any part thereof and employ such labor and obtain such equipment and tools, and purchase such materials, as the Owner or Project Coordinator may deem necessary to complete the Work or any part thereof, and in so doing the Owner may use such tools, equipment and materials as may be found on the site of the Work. The cost of doing such Work will be charged to the Contractor, and any monies that may then be due, or may at any time thereafter become due, to said Contractor hereunder, or any part thereof, will be applied by the Owner to the payment of said costs, so far as the same will suffice, and the remainder of the cost of so completing said Work will be paid by said Contractor to the Owner on demand.

B. The Owner will not be held to obtain the lowest prices for the Work of completing the Contract.

24. Changes

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations

stated in the Contract Documents.

- B. A Change Order shall be based upon agreement among the Owner, Contractor and Engineer; a Construction Change Directive required agreement by the Owner and Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Engineer alone.
- C. Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
- D. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

25. Change Orders

- A. A Change Order is a written instrument prepared by the Engineer and signed by the Owner, Contractor and Engineer, stating their agreement upon all of the following:
 - 1) A Change in the Work;
 - 2) The amount of the adjustment in the Contract Sum, if any; and
 - 3) The extent of the adjustment in the Contract Time, if any.
- B. Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 26.C.

26. Construction Change Directives

- A. A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner and Engineer, directing a change in the Work, and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- B. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- C. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - 1) Mutual acceptance of a lump sum properly itemized and supported by

sufficient substantiating data to permit evaluation:

- 2) Unit prices stated in the Contract Documents or subsequently agreed upon;
 - 3) Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - 4) As provided in Subparagraph 26.F
- D. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- E. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 26.C.3), the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purpose of this Subparagraph 26.F shall be limited to the following:
- 1) Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
 - 2) Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - 3) Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - 4) Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - 5) Additional costs of supervision and field office personnel directly attributable to the change.
- G. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in

the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

- H. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Engineer for determination.
- I. When the Owner and Contractor agree with the determination made by the Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustment, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

27. Unauthorized Work

- A. Work done without proper inspection, or any changes made without prior written authority will be done at the Contractor's risk and will be considered unauthorized, and at the option of the Owner, may not be measured and paid for.

28. Delays

- A. Delays caused by injunction or other court orders, (except for injunctions or court orders entered by reasons of Contractor's failure to abide by any laws or regulations affecting its job performance), by act, negligence or default of Owner, or any other contractor engaged by the Owner on the Work, by any damage caused by fire for which the Contractor is not responsible, by strikes or other labor difficulties which prevent or delay the performance of all Contractors doing similar Work elsewhere in the OWNER in which the Work is performed, by "Acts of God", or by other causes beyond the control of the Contractor will entitle the Contractor to a reasonable extension of time within to complete the Work.
- B. "Acts of God" will mean an earthquake, flood, cyclone, or other cataclysmic phenomena of nature. Rain, wind, flood, or other natural phenomena of normal intensity for the locality of the Project will not be construed as an "Act of God". Adverse weather conditions at the site which prevent or delay in the opinion of the Owner, the performance of the Contractor's Work.
- C. Application for such extension of time will be made to the Owner by the Contractor within ten (10) days after the occurrence of such delay and will state reasons for the request for the extension of time.
- D. No extension of time will be valid unless it is given in writing by the Owner.

29. Contractor's Right To Stop Work Or Terminate Contract

- A. If Owner should fail to pay to Contractor, within the time agreed upon, any sum requested by Contractor, on an Application for Payment and approved by Owner; then Contractor may, upon seven (7) days prior written notice to Owner, stop

Work or terminate this Contract and recover from Owner payment for all Work executed and any loss sustained upon any plant or materials and reasonable profit and damages, if any, unless at the end of said seven (7) day period Owner is diligently proceeding to make the payment due to Contractor, or has notified Contractor of Owner's objections to the Application for Payment.

30. Payment For Work

- A. Payment for Work will be made in full when Work has been accepted in writing by the owner when the whole will have been completed in accordance with the terms of the contract documents. As the work progresses under any contract for construction the department, from time to time, shall grant to the contractor an estimate of the amount and proportionate value of the work done, which shall entitle the contractor to receive the amount thereof, less the retainage, from the proper fund. The retainage shall be an amount equal to not more than 5% of the estimate until 50% of the work has been completed. At 50% completion, no additional amounts shall be retained, and partial payments shall be made in full to the contractor unless the architect or engineer certifies that the job is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract. Lien waivers and affidavit of compliance are required with each request for payment.

31. Payment Withheld

- A. The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any Application for Payment to such extent as may be necessary to protect the Owner from loss on account of:
- 1) Defective Work not remedied;
 - 2) Claims filed or reasonable evidence indicating probable filing of claims;
 - 3) Failure of the Contractor to make payments properly to subcontractors or for material, equipment or labor;
 - 4) A reasonable doubt that the Contract can be completed for the balance then unpaid;
 - 5) Damage to another Contractor;
 - 6) Reasonable indication that the Work will not be completed within the contract time; or
 - 7) Unsatisfactory prosecution of the Work by the Contractor.

- B. When the above grounds are removed, payment will be made for amounts withheld because of them.

32. Claims Against Contractor

- A. Before any payment will be made by Owner to Contractor, Contractor must furnish to Owner satisfactory evidence that all persons who have provided materials or who have been employed on the Work under this Contract to the date of application for payment and who are or may have been entitled to a lien, have been fully settled with and are no longer entitled to a lien. In such case as such evidence is not furnished, the Owner may retain from monies due the Contractor and in possession of the Owner, such amount as it may deem necessary to meet all lawful claims due the above-mentioned parties until their claims are fully discharged and evidence thereof furnished to the Owner. Failure by Owner upon receipt of an Application for Payment from Contractor to request lien waivers and other appropriate evidence of payment will not constitute a waiver by Owner of the right to request evidence of such payments in the future.
- B. The Contractor agrees to:
 - 1) Indemnify and hold Owner harmless from and against any and all claims, liability and losses arising out of the failure of Contractor to pay in full all workmen, material men, suppliers and others performing Work for, or furnishing materials to Contractor under this Contract, including but not limited to, the cost of defense of lawsuits or other legal proceedings brought against Owner for the foregoing reasons; and
 - 2) To immediately obtain release of any liens filed against the real estate of Owner by any workmen, material men, suppliers and others performing Work for, or furnishing materials to Contractor under this Contract.

33. Rejection Of Work

- A. If any Work should be covered contrary to the Contract Documents or contrary to the request of the Owner, it must, if required by either, be uncovered for observation and replaced, at the Contractor's expense.
- B. If any other Work has been covered which the Owner has not specifically requested to see such Work and it will be uncovered by the Contractor. If such Work be found not in accordance with the Contract Documents, the Contractor will pay the cost of uncovering the Work.
- C. The Contractor will promptly correct all Work rejected by Owner as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor will bear all cost of correcting such rejected Work.
- D. All such defective or nonconforming Work will be removed from the site if necessary.

- E. The Contractor will bear the costs of making good all Work of separate contractors destroyed or damaged by such removal or correction.
- F. If the Contractor does not remove or correct such defective or nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove or correct it at the expense of the Contractor.
- G. Nothing contained in this Paragraph will be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents.
- H. If the Owner prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after final payment, it will be repaid by the Contractor.

34. Waivers And Remedies

- A. The failure of the Owner at any time to enforce any of the provisions of this Agreement or to exercise any right herein provided will not be considered a waiver of such or any other provision or right to exercise such right at any time in the future. All rights and remedies expressly provided for in this Agreement are in addition to, and not in limitation of, any and all other rights available at law or in equity.

35. Uses Of Premises

- A. The Contractor will confine his equipment, the storage of materials and the operations of his workmen to limits of the Work area or in accordance with the directions of the Owner, laws, ordinances, and permits, and will not unreasonably encumber the premises with his materials.
- B. The Owner will have the right to use or occupy the premises and use the whole or any part of the Work as is possible without interference with the Work prior to its final acceptance. Such use is not to be taken as an acceptance by the Owner of the whole or any part of the Work performed under this Contract.

36. Patents

- A. All fees or royalties for patented inventions, equipment, or arrangements that may be used in any manner connected with the construction or erection of the Work or any part thereof will be included in the Contract Price.
- B. The Contractor will protect and hold harmless the Owner against any and all claims or litigation occurring because of infringement of any patent rights on any materials, equipment, or construction furnished by the Contractor.

37. Damage To Other Work

- A. Contractor will be held responsible for all damage to other Work caused by his Work or through the neglect of his workmen.

38. Corrections Of Work After Final Payment- Guaranty

- A. Neither the final payment nor any provision in the contract documents will relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and upon written notice, he will remove any defects due thereto and pay any damage due to other work resulting therefrom which will appear within one year after date of completion and acceptance.
- B. Unless modified in the specifications covering this work the Contractor will be bound by the following: The Contractor hereby agrees to remedy and make good, in the manner and time directed by the OWNER'S representative, any defective workmanship or materials appearing within one year from the time of acceptance of the work by the OWNER, providing such defects are not clearly due to abuse or misuse by employees of the OWNER or occupants of the project after its occupancy.

39. Underground Utilities

- A. Underground utilities have not been shown on the Drawings. Contractor shall notify "Diggers Hotline" for utility locations. Where such underground utilities are broken or damaged by the Contractor, it shall be the obligation of the contractor to repair or replace the damaged underground utilities or structures at his own expense.
- B. Where utility lines are exposed during the construction process, backfilling at the point of crossing shall not be done until the Owner shall have made a record of the location and elevation of the lines encountered.

40. Trees

- A. Trees encountered along the route of the work shall be carefully protected from damage by equipment during the course of construction. Replacement cost of trees damaged will be deducted from the final payment. Cost of replacement or value lost because of damage shall be set by the Owner.

41. Access To Work

- A. The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

42. Shop Drawings, Product Data And Samples

- A. Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

- B. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- C. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- D. Shop Drawings, Product Data, Samples, and similar submittal are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- E. The Contractor shall review, approve, and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.
- F. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittals has been approved by the Architect. Such Work shall be in accordance with approved submittals.
- G. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- H. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.
- I. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals.
- J. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.
- K. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled

to rely upon the accuracy and completeness of such calculations or certifications.

43. Keys

- A. All keys to County buildings and County locks are the property of Racine County. No Contractor / Vendor shall have any assigned key duplicated.
- B. Contractors needing access keys to any Racine County building, facility, or lock shall obtain them from the Project Coordinator as defined in the General Conditions.
- C. Unless a special exception is authorized by the Project Coordinator, all keys issued to Contractor shall be checked out and checked in at the Project Coordinator's office or his/her designee. The Project Coordinator shall maintain monitoring and signature log sheets. All assigned keys shall immediately be returned to the Project Coordinator's Office upon request.
- D. The Contractor shall immediately report any key(s) that is discovered to be lost, misplaced, or unaccounted for at any time to the Project Coordinator.
- E. At no time will Contractor use their assigned key to access any door other than those needed to perform necessary work.
- F. At no time will Contractor use their assigned key to grant access to any door to any person other than those affiliated with their company.
- G. At no time will Contractor assigned to a key(s) transfer possession or usage of that key to any other person or contracting agent.
- H. Contractor assigned to a key(s) shall be solely responsible for its condition, usage, and return. Should it be determined that a key(s) is lost, stolen or misplaced the assigned Contractor agrees to be totally and completely responsible to pay all costs associated with re-keying, replacing, and/or reinstalling any and all locks, production of new keys, and lock cylinder work that the County deems necessary to return to the integrity and level of security of all affected facilities as determined by the County. The Contractor assigned to the keys agrees to allow all work to be performed within a time frame determined solely by the County. The assigned Contractor agrees to allow the County to utilize the lock smith the County deems necessary and will completely reimburse the County for all costs associated with and incurred by the lock smith. The County reserves the right to additionally charge the assigned Contractor all costs incurred by County staff and departments that may arise from this work.
- I. Contractor agrees that in the event assigned keys are lost, stolen, misplaced, or misused; all costs associated with damage, theft, or destruction resulting from the use of said keys to County property shall be the responsibility of the assigned Contractor.
- J. If a key assigned to a Contractor becomes broken and/or unusable as determined by the Project Coordinator, Contractor agrees to pay all costs associated with

replacing the key(s) and any associated lock and/or lock cylinder work. The Contractor agrees to allow the County to utilize the lock smith the County deems necessary and will completely reimburse the County for all costs associated with and incurred by the lock smith.

Table of Content

Technical Specifications:

1. GENERAL REQUIREMENTS..... *Page 1.*
2. SPECIAL PROVISIONS..... *Page 1-3.*

Form of Bid Proposal..... *Page 4-5*

Owners - Contract Agreement..... *Page 6-9*
(For contractor review only)

SPECIFICATIONS

1. GENERAL REQUIREMENTS

- A. All Work shall be done subject to the requirements stated in the "Instructions to Bidders" and "General Conditions and Provisions" sections of this Request for Bids.
- B. There shall be **NO** Performance and Payment Bond necessary for this said project. Instructions to Bidders and General Conditions discussing Performance & Payment Bond provisions please disregard.
- B. Scope of the work covered by these specifications and contract consists of furnishing all labor, materials, tools, equipment, services, and other related responsibilities necessary to perform crushing, producing, and stockpiling approximately 50,000 tons of gravel and approximately 3,200 tons of recycled asphalt.
- C. All work shall be executed under the requirements of and in strict accordance with provisions Section 450 of the 2021 State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction; and these following specifications.

2. SPECIAL PROVISIONS

A. Location

The location of the work under this contract shall be the Frost Pit located on County Trunk Highway "FF" in the Village of Rochester.

Rochester Facility
31929 Academy Road
Burlington, WI 53105

B. Inspection of Site

Before submitting proposals for the work, CONTRACTOR shall be held to have examined the site and be satisfied as to the existing conditions under which the work shall be accomplished. Please set up an appointment with the following:

The designated field Project Coordinator shall be:

Robert Anders
Rochester Operations Supervisor
31929 Academy Road
Burlington, WI 53105

Contact Mr. Anders at 262-930-3856 or 262-534-4600 to set up a site visit.

C. Quantity

The quantity of aggregate to be crushed and stockpiled shall be 50,000 tons. The OWNER reserves the right to increase the quantity up to 50% without the CONTRACTOR increasing the bid price.

The quantity of recycled asphalt to be crushed and stockpiled shall be approximately 3,200 tons. The OWNER reserves the right to increase the quantity up to 50% without the CONTRACTOR increasing the bid price

D. Gradation

The gradation of the aggregate shall be gradation #3 passing a 7/8" screen.

Aggregate gradation shall be tested by the CONTRACTOR at least once every 5,000 tons. Copies of test results shall be provided to the field Project Coordinator Robert Anders.

The gradation of the recycled asphalt shall be 7/8" minus gradation. (No gradation testing required)

E. Stripping and Reclamation

All stripping and reclamation work shall be done by OWNER.

F. Excavation

The excavation locations for the material to be crushed shall be designated in cooperation with the Contractor by the Project Coordinator Robert Anders.

G. Crushing

A surge bin or other approved method shall be required for materials coming off the belt of the secondary crusher to eliminate the infiltration of any uncrushed material.

All crushing of materials at the Frost Pit location must be conducted in accordance with State of Wisconsin air pollution laws and regulations.

H. Stockpiling

The boundary corners of the stockpile shall be marked in the field by the Project Coordinator Robert Anders. The top of the stockpile shall be sloped daily to allow effective runoff of water from rain or snow. If a crawler dozer is used to grade the

stockpile, all foreign material shall be removed from the tracks, rails, etc. prior to going onto the stockpile to prevent material contamination.

I. Progress

Work on this contract shall not start until a written order to proceed has been issued by the OWNER. Start date of no later than May 1, 2021. Completion date to be no later than July 1, 2021.

Hours of crushing operations shall be from 6:00 a.m. to 6:00 p.m. only, Monday through Friday.

No crushing activities shall be allowed on Saturday or Sunday.

No vehicles may operate in this site or on the driveway into this site except during allowed hours of operation.

J. Payment

The CONTRACTOR shall have a belt scale, portable scale, or other approved device for scaling the quantities produced. The device shall be checked and certified in the presence of the field Project Coordinator Robert Anders prior to the start of crushing operations.

Payment shall be based on quantities weighed by the CONTRACTOR'S scale after verification by the Project Coordinator Robert Anders. Daily tally sheets shall be given to the Project Coordinator Robert Anders for review. There shall be one final payment which will be made after all quantities are verified.

K. Notification of the Racine County Public Works

- The Contractor shall notify the Racine County Public Works at least **15 days prior to commencement** of any crushing activities occurring at this site.
- The Contractor shall notify the Racine County Public Works at least **24 hours prior to commencement** of any movement of machinery to the site.

FORM OF BID PROPOSAL

BID PROPOSAL

We _____

Circle: (A Corporation) (A Partnership) (An Individual)

of

Street City Zip

Telephone No. _____

hereby agree to execute a proposed contract, in strict accordance with the Contract Documents, for the County of Racine, OWNER. Contract Documents are as listed herein.

All work required to complete the entire project, in accordance with the specifications.

For **“GRAVEL”** the sum of \$ _____ per ton.

For **“CRUSHED ASPHALT”** the sum of..... \$ _____ per ton.

LIST OF CONTRACT DOCUMENTS

We agree to perform the Work in strict compliance with and be bound by the terms, conditions, and contract time constraints, as specified in the following Contract Documents:

- A. Request for Bids: Racine County Public Works
Gravel Crushing/Asphalt Crushing
Bid Documents
- B. Addenda
- C. Agreement

To be executed by the OWNER and CONTRACTOR utilizing Section 0500 of the Bid Documents.

BIDDERS

Wherever unit prices or other information is requested in the various sections of this Specification, CONTRACTOR shall furnish same in detail. If space is not available on this form for the information required, typewritten sheets with the necessary information shall be attached to this form.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn any time prior to scheduled closing time for receipt of proposals; no proposal may be withdrawn for a period of sixty (60) calendar days thereafter.

COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if awarded the Contract, to commence the Contract work on or before a date to be specified in a written notice to proceed and to complete all work on the project within the time frames specified in the contract documents.

ADDENDUM RECEIPT

We acknowledge receipt of the following Addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

(Firm Name)

(Area Code & Telephone Number)

By _____
(Signature of Bidder)

(Name - Typed or Printed) _____

Title _____ Seal if bid is by corporation

Date _____

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OWNER-CONTRACTOR AGREEMENT

Project #PW-2113 Gravel & Asphalt Crushing

THIS AGREEMENT dated _____, 2021, by and between the COUNTY OF RACINE, hereinafter called the "Owner" and _____, doing business as a _____ 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 to perform crushing, producing, and stockpiling approximately 50,000 tons of gravel and approximately 3,200 tons of recycled asphalt submitted on _____, 2021 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 #PW-2113 Gravel & Asphalt Crushing*
All plans prepared for this project dated _____ 2021.
Addendum No. 1 dated _____ 2021.

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:

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

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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.

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

by _____

by _____

title _____

title _____

(SEAL)

COUNTY OF RACINE, WISCONSIN

by _____

by _____

title _____

title _____

