

Mayor.....834-7717
Administrator.....834-7711
Pub Works
Superintendent.....834-7725
Parks & Rec Director...834-7706
Assessor/Building
Inspector.....834-7716

Fax: 834-7713
www.cityofoconto.com



Street and Utility Dept..834-7779
Laboratory.....834-7721
Water Dept.....834-7719
Fax: 834-7451
ocontolab@hicoonto.com

CITY OF OCONTO
1210 Main Street, Oconto, WI 54153

Request for Proposals (RFP)
For
Roof Replacement on WWTP Sludge Storage Building

Posting Date: August 3, 2015

Response Deadline

August 28, 2015

1:00 p.m. Local CST

To: Oconto City Hall 1210 Main St Oconto, WI 54153

WWTP – Roof Replacement on Sludge Storage Building – Project PROPOSAL

1. General

It is the intent of City of Oconto to contract with a contractor/vendor, hereafter referred to as the “Contractor”, to furnish all materials, equipment and labor for removing and replacing the roof on Farnsworth Public Library located at 715 Main Street, Oconto, WI 54153. All contractors are responsible for any addendums issued for this project. No notification will be sent when addendums are posted to the City of Oconto website.

2. Tentative Project Timeline

Please Note: These dates are for planning purposes. They represent the Utility Commissions desired timeline for implementing this project. Any revision to the Due Date for submission of proposals will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.

RFP Posted	August 3, 2015
RFP Legal Notice Advertised	August 4 th & 11 th , 2015
RFP Responses Due from Contractors	August 17, 2015 by 1:00 PM Local CST
Oconto Utility Commission Recommendation	September 7, 2015
City of Oconto Finance Committee Recommendation	September 8, 2015
City Council Final Approval	September 8, 2015
Send out Thank You and Intent to Award Letter(s)	September 9, 2015
Complete Contract Signing	September 10, 2015

Completion date will be determined with the awarded contractor.

3. Pre-Proposal and Site Inspection Meeting

Contractors are welcome to view the roof at 1620 Main Street, Oconto, WI between the hours of 7:00 a.m. & 2:00 p.m. Contact Jeremy Wusterbarth, Superintendent of Public Works & Utilities, at 920-373-2408.

4. Selection Criteria

Selection based on qualified, responsible and responsive proposer.

5. PROPOSAL Questions

All questions related to this RFP **must be in writing** and received by Jeremy Wusterbarth, Superintendent of Public Works & Utilities, no later than **1:00 pm local CST, Monday, August 17, 2015**. Email questions to jeremy@cityofoconto.com: **“Questions for Roof Replacement”**. Phone call and faxed questions will not be accepted.

Answers to all written questions will be re-issued in the form of an addendum and entered on the City of Oconto website at www.cityofoconto.com, WWTP Roof Replacement on **Tuesday, August 18, 2015 no later than 3:00 pm local CST**. It is the responsibility of all interested vendors to access the web site for this information. Calls for assistance with the web site can be made to (920) 834-7725.

6. PROPOSAL Due Date:

All proposals are due to Oconto City Hall no later than 1:00 pm local CST, Friday, August 28, 2015. Submit in a sealed envelope clearly marked on the outside in the lower left hand corner as "WWTP Sludge Storage Roof Replacement". No proposal may be faxed or emailed. No proposal may be withdrawn for ninety (90) days. Pricing is to remain firm for ninety (90) days.

Delivery Address for Hand Delivery, UPS, DHL, USPS, Fed X, etc.:

City of Oconto
Roof Replacement on WWTP Sludge Storage Building
1210 Main Street
Oconto, WI 54153

Note: When mailing proposals via a 3rd party delivery service the outside of the packaging MUST be clearly marked with the project name and description of the project. This ensures that the proposal can be clearly applied to the appropriate project. It shall be the responsibility of the sender to ensure proposals arrive by the required due date and time and any late submissions will be rejected.

7. Scope of Work (See Attachment A)

Contractor must adhere to all specifications/drawings for this project.

8. Method of Payment

One of two methods:

- (1) - For projects that are to be completed within 60 days: Payment is net 30 days from completion and approval of project.
- (2) - For all other projects: Partial payment may be made. The retainage shall be an amount equal to not more than 5% of the cost 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.

Payment terms: Payments may apply as noted in Wisconsin Statute 66.0135.

9. Project Changes

City of Oconto and Oconto Utility Commission reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Contractor, Utility Commission and the City.

10. Project Management

Vendor shall provide a Project Manager who will act as a single point of contact for City of Oconto and Oconto Utility Commission.

11. Permits and Locates

Contractor shall be responsible for securing all permits and underground utility locates.

12. Guarantees and Warranties

Guarantees and warranties on workmanship and materials shall be stated in your proposal.

13. Other

A. All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.

B. Site protection/cleanup: Contractor is responsible for the proper handling of materials to include discard of debris and keeping the work site clean. Any cutting of sidewalks or parking areas must be patched accordingly. Contractor is responsible for restoring any ground or landscaping disruption due to construction of this project.

C. All Contractors performing work are required to have a Contractor's License for the state for which the work is to be done. All Licenses for any contractors must be current on the day of bidding and throughout the length of the project.

D. All Contractors must indicate in their proposals if they intend to apply for any rebate incentives from Focus on Energy related to this project.

E. Rejection of proposals: City of Oconto and Oconto Utility Commission reserves the right to accept or reject any or all proposals and to waive any informality in proposals.

F. Contractors are responsible for all measurements.

G. Taxes: City of Oconto and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

14. Prevailing Wage Rates

Not applicable to this project.

15. Proposal and Performance/Payment Bonds

Not applicable to this project.

16. State of Wisconsin Requirements

This contract shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Stats., sexual orientation as defined in s.111.32(13m), Wis Stats, or national origin.

17. Contractor Verification Prior to Award

Contractor's financial solvency *may* be verified through financial background checks prior to contract award. City of Oconto reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it's deemed to be in the best interest of the City.

18. Contract for Service (See Attachment E)

Contractors submitting proposals must review the Standard Contract document. Sections that may be of concern must be identified and an explanation for the objection must be provided with proposal submission. If no objections are raised it shall be expected that the contractor agrees to the terms and conditions as stated.

19. Attachments

- A. Specifications
- B. Proposal Cost Sheet
- C. Addendum Sheet
- D. Insurance Requirements
- E. Standard Contract

Attachment A

Specifications

WWTP Sludge Storage Building

SPECIFICATIONS FOR REMOVAL AND REPLACEMENT OF A ROOF

SCOPE OF WORK

Building: WWTP Sludge Storage

All OSHA safety standards will be met or exceeded during the entire process from start to completion. Safety of all employees as well as members of the public will be considered. All barricading and or safety devices / barriers, safe storage is the responsibility of the contractor at all times. [All safety]

1. Submittal

- A. Product data: Submit product data for roof panels and accessories to comply with specification**
- B. Samples: Submit 12in square sample of roof panel in color selected by owner**

2. Demolition

- A. Existing skylight to be removed and disposed of**
- B. Existing soffit panels and trim to be removed and disposed of**
- C. Existing shingles to remain**

3. Carpentry

- A. Where skylight was removed sister treated 2x6 to existing trusses**
- B. Cover hole with treated $\frac{3}{4}$ plywood and fasten to new 2x6**
- C. Replace any damaged deck plywood per pre-determined sq ft price and at owner's discretion only & install ice and water shield where needed.**

4. Metal trim

- A. Existing gutters and downspouts to be saved for re-use any damaged or missing to be replace with same profile and color of existing**
- B. Existing fascia to be saved for re-use replace any damaged or missing with like materials**
- C. New metal apron and rake trim to be installed 24 gauge pre-finished color to be selected by owner from standard colors and to match metal panels**

5. Standing seam metal panels

- A. Supply and install a Firestone UC-4 standing seam panel per specification supplied with no exposed fasteners and full length panel clip [or approved equal]**
- B. Firestone is the basis of design other manufactures accepted by owners discretion**
- C. Install all trim needed to complete a watertight system**
- D. 1 ½ in standing rib, 16in wide panel, 24 gauge galvanized steel with high performance fluoropolymer finish**
- E. Panels fabricated in full length from ridge to eaves without laps**
- F. Panels shall be fully locked and set in each subsequent panel**

6. Warranty

- A. Furnish owner with 20yr written warranty covering failure of factory-applied exterior finish on metal panels from manufacturer**
- B. Furnish owner with 5yr written warranty covering failure of watertight system from roofing contractor**

7. Accessories

- A. Provide manufactures standard accessories for fascia, ridge, trim, fasteners, and sealants**
- B. Snow retention system per RFP with colored insert to match roof panel color basis of design S-5 colorguard [or approved equal]**
- C. At overhead doors on gutters edge supply 20ft long 3 rows up starting 2ft from gutter edge then 5ft up roof slope snow retention bar S-5 system**

8. Roof panel installation

- A. Install roof panels and accessories in accordance with the manufactures standard details and recommendations. Panels should be installed for control of expansion and contraction of panels. Panels should be secured as to not rattle.**

9. Snow guard install

- A. Install snow guards per manufactures written instructions. Clamps and fasteners shall not penetrate panels.**

10. Clean-up & site conditions

- A. Upon completion of install clean debris due to construction and repair any defects in final roof system**

11. Closeouts

- A. Final walk and owner punch list completed before final payment approval**

Attachment B

(Use of this form is required when submitting proposal)

Note:

Submit only required forms.

Do not submit a copy of the project details with your proposal.

Proposal Cost Sheet

WWTP Sludge Storage Building

BASE PROPOSAL:

Provide costs for all labor, materials and equipment to complete the project in strict accordance to the Specifications.

FOR THE SUM OF

Dollars (\$) _____)

NAME BRAND OF MANUFACTURER PROPOSAL: _____

Vendor Information:

Company Name: _____

Contact/Project Manager: _____

Address: _____

City _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Date: _____

Comments:

Attachment C

*(If Addendums exist for this project, please sign and date and send with your Proposal.
Do not submit this form if there are no addendums issued.)*

Addendum Acknowledgement Receipt Schedule

WWTP Sludge Storage Building

The undersigned acknowledges receipt of the following addendum:

Addendum #1 _____ Initials _____

Addendum #2 _____ Initials _____

Addendum #3 _____ Initials _____

Addendum #4 _____ Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to City of Oconto. Attached is my listing of subcontractors along with their respective trades-if applicable.

Name _____
Signature _____

Date _____

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, posted on our web site at www.cityofoconto.com, for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified, by City of Oconto, of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting Jeremy Wusterbarth, Superintendent of Public Works & Utilities at 920-834-7725 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

Attachment D

(Potential contractors are required to meet the following insurance requirements in order to be awarded a contract. There is no need to sign or mail it back.)

Insurance Requirements

WWTP Sludge Storage Building

Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless City of Oconto, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. City of Oconto does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a City representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a City representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

- (1) **Worker's Compensation Insurance and Employers Liability.**
State Statutory workers' compensation Limits
Employer Liability, \$100,000 each accident.
- (2) **Comprehensive General Liability (Occurrence Form).**
 - Products and Completed Operations
 - Personal Injury and Advertising Liability
 - Independent Contractors/Protective

Limits of Insurance	\$1,000,000 per occurrence
	\$1,000,000 aggregate
- (3) **Business Automobile Liability.** Business Automobile Liability covering all owned, hired, and non-owned vehicles.

Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage.
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(4) Excess/Umbrella Liability.

Limit of Insurance

\$1,000,000 per occurrence

Additional Insured

The Outside Contractor agrees that all liability coverage policies other than professional liability shall name City of Oconto as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the City.

Adjustments to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the City or its representatives. In the event that the City determines that the limits need to be adjusted at some time after the initial term of the contract, the City shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

Waiver of Subrogation

Insurers shall waive all subrogation rights against City of Oconto on all policies required under this requirement.

Cancellation Notice

City of Oconto will be given 30 days' notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid Certificate of Insurance shall be issued to "City of Oconto" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the City.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to City of Oconto prior to the execution of the contract.

City of Oconto
Jeremy Wusterbarth, Superintendent of Public Works &
Utilities
1210 Main Street
Oconto, WI 54153

Questions

If any of the insurance requirements cannot be met, please contact Jeremy Wusterbarth at (920)834-7725 to explain what coverages you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance waiver form is completed.

**** City of Oconto shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days' notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the City prior to commencement of work under this contract. ****

Attachment E

(This document is provided as a template to potential contractors as a requirement that this document is to be used to contract with the awarded contractor. There is no need to sign or mail it back at this time.

Service Description: **Roof Replacement WWTP Sludge Storage Building**

Time of Performance: **Substantial Completion by Date:**

Total Amount of Contract: **Maximum Compensation Not to Exceed: \$**

The parties to this CONTRACT are (hereinafter referred to as the "CONTRACTOR"), and City of Oconto of the State of Wisconsin (hereinafter referred to as the "CITY").

Performance, schedules and invoices will be approved by: Jeremy Wusterbarth

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) Has been notified in writing to commence the Performance of Services, or (b) Has received from the CITY an original of the Contract that is complete and fully executed.

In reliance on the CONTRACTOR'S representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, the CITY agrees to engage the CONTRACTOR as an independent contractor and not as an employee of the CITY to perform those services, all in accordance with the terms and conditions of this Contract.

1. REQUIREMENTS: The CONTRACTOR is required to

- A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract.
- B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. Comply with time schedules and payment terms.

2. SCOPE OF SERVICES: Reference Roof Replacement for WWTP Sludge Storage Building for project details and attachments.

CONTRACTOR and its subcontractors agree to fulfill all obligations described in City's RFP for Replacement of Roof and addenda #.

The purchase order amount includes all services, deliverables, and reimbursable expenses. Additional reimbursable fees will not be accepted.

3. SPECIFIC CONDITIONS OF PAYMENT: Payment to be made after completion and acceptance of the project by City of Oconto. Payment will be made within thirty (30) days after receipt of a properly documented invoice according to the following Schedule, but only if completion is satisfactory:

Payment Schedule

Net 30 days from receipt of a properly completed invoice to be mailed or emailed directly to:

Name of person:

Mailing address:

Email address:

Phone:

4. REPORTS:

- A. The CONTRACTOR agrees to timely submission of reports as may be required by the CITY.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the CITY.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the CITY upon termination.

- 5. TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the CITY, should the Contract not be completed as required, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any necessary amendments to this CONTRACT.

6. CONDITIONS OF PERFORMANCE AND COMPENSATION:

- A. **Performance** - The CONTRACTOR agrees that its work shall be completed in a workmanlike manner and shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services in a similar locality.
- B. **Place of Performance** – The CITY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on Page 1 under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed

the maximum amount indicated on Page 1. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3. Specific conditions of payment shall be subject to Section 66.0135, Wisconsin Statutes as it applies to any late payments by the CITY, except as provided by Section 22 of this Contract.

- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the CITY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to and controlled by each provision of this Contract. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and or persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by CONTRACTOR.

7. **DISPUTES:** In the event of a dispute as to performance under this Contract or the compensation to be paid, the decision of the City Administrator or his/her designee shall prevail.

8. **INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR hereby agrees to release, indemnify, defend and hold harmless City of Oconto, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions, liabilities and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by CONTRACTOR, its officers, officials, employees, agent or assigns. The CITY does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

9. **REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

10. **SAFETY REQUIREMENTS:** All material, equipment and supplies used or provided to the CITY must comply with all safety requirements as set forth by the federal, state and local laws, including but not limited to, Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

11. **VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Oconto County, Wisconsin and the CITY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

12. **TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this

Contract, the CITY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination delivered pursuant to Section 24. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. CITY may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. CITY shall not unreasonably withhold such permission.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the CITY, become the property of the CITY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONTRACTOR shall be determined.

This Contract may be terminated by either party for no reason by giving thirty (30) days written notice to the other party of said termination.

13. CHANGES: All changes that are mutually agreed upon by and between the CITY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to the Contract.

14. WAIVER: One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

15. PERSONNEL:

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have a contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

16. ASSIGNMENT: The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the CITY. Claims for money due or to become due to the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without CITY approval; however, notices of any such assignment or transfer shall be furnished promptly to the CITY.

17. RECORDS:

- A. **Establishment and Maintenance of Records** - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records

shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law. CONTRACTOR will notify CITY prior to destroying document(s) and offer the right of refusal.

- B. **Documentation of Cost** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible, and shall be retained in accordance with the laws of the State of Wisconsin.

18. AUDITS AND INSPECTIONS: In the event that the CITY deems it necessary to conduct an audit or inspection, CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the CITY and in the form required by the CITY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CONTRACTOR'S custody or control pertinent to this Contract.

CONTRACTOR shall provide the CITY inspectors or auditors access to all property, equipment and facilities in CONTRACTOR'S custody or control related to the services provided or purchased under this Contract. CONTRACTOR shall be expected to provide, at CONTRACTOR'S expense, reasonable time by CONTRACTOR'S personnel as may be required for the CITY inspectors or auditors to perform the inspection or audit. Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

19. NON-DISCLOSURE:

- A. **Acknowledgment of Confidential Relationship** - CONTRACTOR hereby acknowledges and agrees that any Confidential Information disclosed to it by City of Oconto is for the limited purpose of providing services and CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between CONTRACTOR and City of Oconto by reason of such submission and/or disclosure.
- B. **Use and Disclosure of Confidential Information.** CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Confidential Information whether from observation, from any materials submitted or from disclosures by City of Oconto hereunder. CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without City of Oconto's prior written approval, which City of Oconto may withhold in its sole discretion. In no event shall either party use Confidential Information in a way, which violates state or federal laws.

CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Agreement and instruct them to use the same care and discretion with respect to the Confidential Information and to not circumvent any security procedures or devices with respect to Confidential Information. The parties agree that the implementation of this signed Agreement will suffice for this purpose.

- C. **Title remains with City of Oconto.** All innovations, inventions, devices, processes and/or formulas developed by CONTRACTOR for City of Oconto shall be deemed to be the sole property of City of Oconto. CONTRACTOR agrees to disclose in writing to City of Oconto any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by CONTRACTOR on behalf of City of Oconto which constitute innovations or inventions developed by CONTRACTOR either solely or jointly in connection with work performed by CONTRACTOR at the request of any under assignment by City of Oconto. CONTRACTOR also agrees to assign to City of Oconto any and all interest it may have in such inventions or innovations, which are specified in relation to the product named.
- D. **Indemnification by CONTRACTOR.** CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will indemnify City of Oconto and hold City of Oconto harmless from all losses, expenses or liability arising from or in connection with such unauthorized use or disclosure. In addition, CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Agreement, irreparable damage will immediately occur to City of Oconto and CONTRACTOR will indemnify City of Oconto from all losses, liabilities and expenses incurred by City of Oconto as a result thereof.

20. CONFLICT OF INTEREST:

- A. **Interest in Contract** - No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials** - No member of the governing body of the CITY, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees** - If CONTRACTOR is aware or becomes aware that any person described in Sections 20, A. or B. has any personal financial interest, direct or indirect, in this Contract; CONTRACTOR shall immediately disclose such knowledge to the CITY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

21. DISCRIMINATION PROHIBITED:

- A. CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be

binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. INSURANCE:

- A. The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as required by the CITY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance along with endorsements shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the CITY. Such insurance should be primary. CONTRACTOR shall furnish the CITY with a certificate of insurance along with two endorsements, one naming City of Oconto, its boards, commissions, agencies, officers, employees and representatives as additional insured and one endorsement providing the CITY with thirty (30) days advance written notice of any change, cancellation or non-renewal during the term of the Contract. Upon request, CONTRACTOR shall provide CITY with certified copies of the required insurance policies.
- C. The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR, and shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the CITY.
- D. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the CITY'S discretion.

23. FORCE MAJEURE:

- A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, this Contract may be terminated by giving written notice.
- B. If the ability of the CITY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the CITY shall immediately give notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by CITY due to circumstances under this paragraph.

24. OTHER PROVISIONS:

A. **Publicity Releases** - CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by City of Oconto.

B. **Independent Contractor** - CONTRACTOR agrees that it is working in the capacity of an Independent Contractor with respect to the services provided. Nothing in this Contract shall be considered to create the relationship of employer and employee, of third party beneficiary, of principal or agent, of limited or general partners or of joint venture between the parties.

C. **Appropriation of Funds** - This Contract is contingent upon annual authorization of funding by the CITY governing body. In the event funding is not approved or terminated, the CITY may terminate this contract by providing forty-five (45) days written notice to CONTRACTOR.

25. NOTICES: Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

CONTRACTOR at: _____

And to the CITY at: _____

Superintendent of Public Works & Utilities
City of Oconto
715 Main Street
Oconto, WI 54153

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in a manner provided above.

26. AMENDMENTS: This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Contract.

27. SEVERABILITY: The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Contract.

28. CONSTRUCTION: All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.

29. SIGNATURE AUTHORITY: The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Contract.

<p style="text-align: center;">City of Oconto</p> <p style="text-align: center;">Sara J. Perrizo, Administrator</p> <p>Signature: _____</p> <p>Date: _____</p> <p style="text-align: center;">Oconto Utility Commission</p> <p style="text-align: center;">Jeremy Wusterbarth, Superintendent of Public Works & Utilities</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>CONTRACTOR (To be signed by the person authorized to legally bind your firm to this Contract.)</p> <p>Vendor Name: _____</p> <p>Address: _____</p> <p>City/State: _____</p> <p>Zip Code: _____</p> <p>Printed Name: _____</p> <p>Signed Name: _____ (Required)</p> <p>Title: _____</p> <p>Date: _____</p> <p>Distribution: Original – Superintendent of Public Works & Utilities Copy – Contractor(s) Copy – City Administrator Copy – Oconto Utility Commission</p>
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