

**CONTRACT DOCUMENTS
FOR
Wooddale Box Culvert
Walworth County
Town of Linn, WI**

Bid Close: October 27, 2023 at 10:00 AM CST

PREPARED BY:

**Lynch & Associates-
Engineering Consultants, LLC
5482 South Westridge Drive
New Berlin, Wisconsin 53151**

23.1012



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TOWN OF LINN, WI

ADVERTISEMENT FOR BID – WOODDALE BOX CULVERT

Sealed Bids for the work will be received by the Town of Linn, WI, at the office of the Town Clerk, Alyson Morris, Town Hall, W3728 Franklin Walsh Street, P.O. Box 130 Zenda, WI, 53195, until 10:00 a.m. CST on October 27, 2023, at which time the Bids received will be publicly opened and read.

The scope of work consists of the repair of spalling concrete in an existing box culvert, the installation of a new concrete apron and cut-off wall on the outlet of the culvert, and the installation of rip rap on both sides of the culvert located approximately 85 feet west of the intersection of Wooddale Drive and S. Lake Shore Drive, Lake Geneva, WI 53147. Erosion control and dewatering will be required as part of the project. Work is to be completed as soon as possible before the end of the 2023 construction season.

Bid specifications are available at the Town Clerk's Office and the Town website: www.townoflinn.wi.gov.

For questions, contact Administrator Jim Hurley at 262-275-6300 ext. 12 or admin@townoflinn.wi.gov.

PROJECT DESCRIPTION

STATEMENT OF INTENT

It is the intention of the Town is to repair the existing box culvert located approximately 85 feet west of the intersection of Wooddale Drive and S. Lake Shore Drive, Lake Geneva, WI 53147 and install an apron to prevent erosion of the streambed. In general, the project involves concrete repair, concrete apron construction, rip rap installation, erosion control installation at the existing concrete box culvert.

SCOPE OF WORK

The CONTRACTOR agrees to furnish all the labor, tools, materials and equipment necessary to complete in every detail the repair of the existing box culvert and the installation of the apron and riprap while providing adequate erosion control measures and dewatering. All excavated spoils are to be removed from site. Proper protective equipment is required, as well as coordination with any applicable utility companies.

The project is located as shown on the Drawings.

Perform work under this contract for Wooddale Box Culvert as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2023 Edition as published by the department, and these special provisions.

These special provisions and other documents in the Project Manual take precedence over any conflicting provision in Section 100 of the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2023 Edition.

The following items shall be included in the bid:

The project bids are due at 10:00 A.M. CST on October 27, 2023. The work is to be completed as soon as possible by the end of the 2023 construction season. Substantial completion will be no later than June 1, 2024. Failure to have the project substantially complete will result in \$200/day in liquidated damages for each day beyond contracted completion date. Construction hours are seven (7:00) A.M. and shall cease at six (6:00) P.M. Monday – Friday, and eight (8:00) A.M. to five (5:00) P.M. on Saturdays. No work shall be performed on Sundays.

UNIT PRICE

Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. Discrepancies between the multiplication of units of Work and unit prices will be

resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

RESERVATION OF RIGHTS

The Town reserves the right to reject any and all bids, to waive any technicalities in the bid process, to award any bid or portion of a bid which is deemed to be the most advantageous to the Town of Linn and to make such investigations as are deemed necessary to determine the ability of the vendor to perform the services requested.

GENERAL TERMS AND CONDITIONS OF BID

1. PRICES:

All prices shall be clearly stated in bid. No other costs will be permitted to the vendor beyond those stated in this bid.

2. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING/PRE-BID MEETING:

All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

There will be no pre-bid meeting.

3. ERRORS AND OMISSIONS BY TOWN:

No vendor shall be permitted to use to their advantage any error or omission in this solicitation or specifications. If the vendor shall have any questions or desires a clarification or interpretation regarding any of the items specified, the vendor shall request such clarification in writing and any such clarifications shall be made available to all vendors prior to the date of submission.

4. SUBMISSION OF BIDS:

A copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to W3728 Franklin Walsh Street, P.O. Box 130 Zenda, WI 53195.

Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

SPECIFIC CONDITIONS

1. CHANGES AND EXTRAS:

Any work required by the Contract Documents but not included in the Bid Schedule shall be considered incidental to the Bid Items.

The Owner reserves the right to alter the Drawings, modify the work, and increase or decrease quantities of work to be performed. Changes in the Work shall not be considered as a waiver of any conditions of the Contract. The Contractor shall accept payment according to the unit prices given in the contract for changes in quantity.

In accordance with Wisconsin law, a supplemental agreement between the Contractor and Owner may be required when changes involve a net increase or decrease in more than twenty percent of the contract amount.

2. INDEMNIFICATION AND INSURANCE:

The contractor shall indemnify, keep and save harmless the Town of Linn and its respective officers, agents and employees against all suits or claims that may be based on any injury and/or death to persons or damage to property that may occur, or that may be alleged to have occurred or that may be alleged to have occurred in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the contractor or his employees; and the contractor shall, at his own expense, defend any and all such actions and shall pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgement shall be rendered against the Town of Linn or any of its respective officers, agents or employees in any such action, the contractor shall, at his expense, satisfy and discharge the same.

The contractor shall at his own expense obtain and maintain during the life of this contract, Public Liability and Property Damage Insurance, which shall protect the contractor, the Town of Linn and its respective officer, agents and employees, and shall also protect any sub-contractors performing work under this contract, from claims for damages for personal injury (including accidental death) as well as from claims for property damages which may arise from the performance of work under this contract or by any sub-contractor or by anyone directly or indirectly employed by the contractor or by any subcontractor. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>1,000,000</u>

Bodily injury by disease, each employee	\$ <u>1,000,000</u>
Bodily injury/disease aggregate	\$ <u>2,000,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>

2. Contractor's Commercial General Liability:

General Aggregate	\$ <u>1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

3. Automobile Liability:

Bodily Injury:	
Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>
Property Damage:	
Combined Single Limit of	\$ <u>1,000,000</u>

4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>4,000,000</u>
General Aggregate	\$ <u>4,000,000</u>

5. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

Lynch & Associates Engineering Consultants, LLC

Said insurance shall be written by a company or companies licensed to do business in the State of Wisconsin and satisfactory to the OWNER. Before commencing any work hereunder, certificates

evidencing the maintenance of such insurance shall be furnished to OWNER and shall contain the following statement:

CONTRACTORS shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the OWNER.

3. BOND REQUIREMENT:

No bond will be required for this work.

4. CONTRACTOR'S RESPONSIBILITY:

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the OWNER or relieving the CONTRACTOR from their liability as an independent CONTRACTOR and, as such, They shall be solely responsible for the method, manner and means by which they shall perform their work, including, but not limited to supervision and control of their own personnel and scheduling of the work required to insure its proper and timely performance and they shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the CONTRACTOR, and they shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The CONTRACTOR shall restore and make good at their own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the CONTRACTOR for any part of work done will not be considered as final acceptance of any work.

The CONTRACTOR agrees to assume and shall have full and sole responsibility for compliance with all Federal, State or Municipal laws and regulation in any manner affecting the work to be performed by the CONTRACTOR or subcontractors, including, without limiting the generality to the foregoing, the laws of the State of Wisconsin.

5. PROSECUTION OF WORK:

The CONTRACTOR shall give his personal attention to the work while in progress and shall provide a competent and reliable superintendent at all times who shall have full authority to act for him. That superintendent's name and phone number shall be furnished to the Town prior to the start of any work.

Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the Owner

Time is of the essence to this contract and any failure by the CONTRACTOR to complete the job by June 1, 2024 will result in the OWNER incurring additional expense. Accordingly, it is agreed

that for each calendar day beyond the completion time of this contract that the work has not been completed, the CONTRACTOR shall be liable for and have deducted from their pay two hundred dollars (\$200) per day. As such, a precise schedule for the complete project shall be prepared by CONTRACTOR and approved by the Town prior to the start of any work.

6. WORKING CONDITION:

The CONTRACTOR will not work on or keep his equipment on any private property without the permission of the property OWNER involved.

7. TRAFFIC CONTROL:

Schedule work to minimize roadway closures. Keep at least one lane of traffic open at all times on all streets. Provide proper traffic control, including flagmen, when only one lane of traffic is available. Maintain access overnight to all properties. Keep pedestrian access open to all businesses and residents at all times. When roads must be closed, provide and maintain construction barricades on all approaches to the work. Traffic control shall be provided in accordance with the Wisconsin Manual on Uniform Traffic Control Devices (MUTCD). Any traffic control shown in the plans is for reference only. The Contractor shall be responsible for determining the extent of traffic control required in order to comply with the MUTCD.

Prior to closing any streets, notify the following at least 72 hours in advance:

1. Owner
2. Police Department
3. County Sheriff's Department
4. Fire Department
5. School District
6. USPS
7. Local Ambulance Service

Provide businesses and residents at least 24 hours' notice that driveways will be blocked. Construct temporary tramps at all driveways to provide access during road construction. The Contractor shall provide access for garbage collection on mail delivery on those streets closed to through traffic for the duration of the project. The Contractor shall provide full time access to residents of handicapped persons, nursing and retirement homes, hospitals, and other facilities as directed by the A/E unless satisfactory arrangements can be made. Provide access at all times to businesses unless satisfactory arrangements can be made

BID FORM

Wooddale Box Culvert

Town of Linn

Walworth County, Wisconsin

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town Clerk
Town Hall
W3728 Franklin Walsh Street
Zenda, WI 53195

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary

Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. HIGHLAND ROAD TURNAROUND					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1.	Box Culvert Concrete Repair	LS	1		
2.	Concrete Apron and Cut-Off Wall Installation	LS	1		
3.	Medium Riprap Installation	CY	5		
4.	Erosion Control and Dewatering	LS	1		
Total of All Unit Price Bid Items					\$

Total Base Bid Price \$ _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Project References;
 - D. Required Bidder Qualification Statement with supporting data;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between the Town of Linn W3728 Franklin Walsh Street, Zenda, WI 53195 (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: *concrete box culvert repair*

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *concrete box culvert repair just west of the intersection of S. Lake Shore Dr. and Wooddale Dr.*

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Lynch & Associates Engineering Consultants, LLC, 440 Milwaukee Ave, Burlington, Wisconsin 53105.

3.02 The Owner has retained Lynch & Associates (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be completed on or before June 1, 2024. Final payment will be made after the work has been inspected and approved by the Town.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$50.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$50.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner \$50.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) at the prices stated in the Contractor's Bid, attached hereto as an exhibit. The total estimated contract amount is \$_____.
 1. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by Engineer.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 45 days of receipt of invoice during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the statutory rate of the State of Wisconsin.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such

information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to , inclusive).
 - 2. Performance bond (pages to , inclusive).
 - 3. Payment bond (pages to , inclusive).
 - 4. General Conditions (pages to , inclusive).
 - 5. Supplementary Conditions (pages to , inclusive).
 - 6. Drawings (not attached but incorporated by reference) consisting of 7 sheets as listed on the Sheet Index.
 - 7. Addenda (numbers to , inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [REDACTED] (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

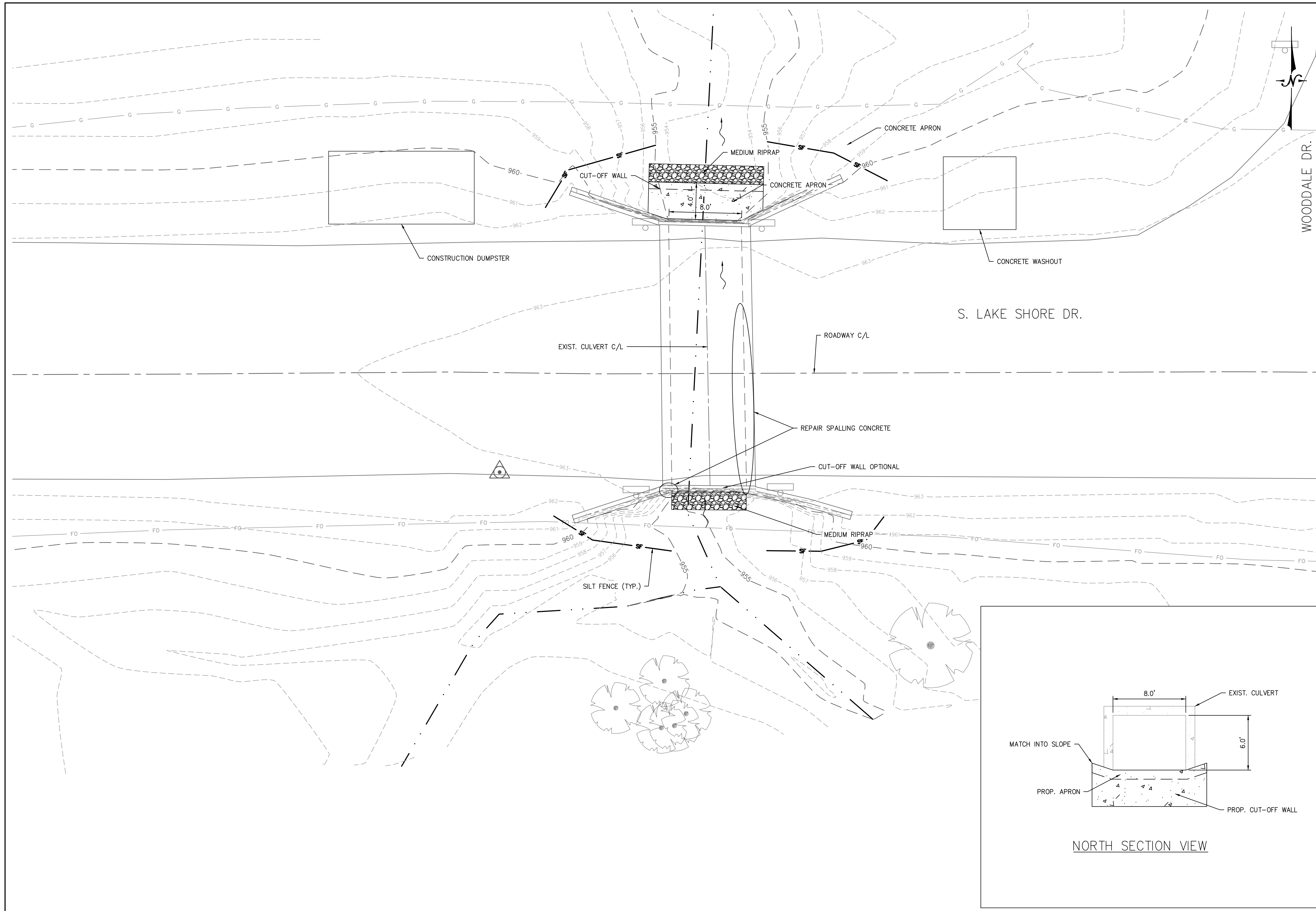
Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



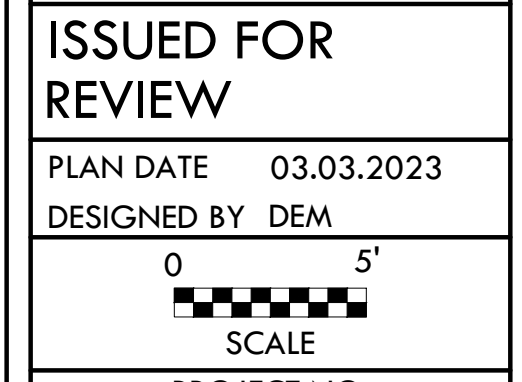
SITE IMPROVEMENT PLANS FOR
WOODDALE BOX CULVERT
LINN, VA

LYNCH & ASSOCIATES
 ENGINEERING CONSULTANTS, LLC

NO.	REVISIONS	BY	DATE

ISSUED FOR REVIEW

PLAN DATE 03.03.2023
 DESIGNED BY DEM



PROJECT NO.
23.1012

SHEET NO.
C100