

City of Eagle River
WISCONSIN

Contract Documents For:

2024 REPLACEMENT ROOF ON EAGLE RIVER GOLF COURSE CLUBHOUSE
Amended 7/31/2024

July 18, 2024

City of Eagle River
Eagle River City Hall
525 E Maple St.
Eagle River, WISCONSIN
715-479-8682

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00100: INVITATION TO BID

State of Wisconsin, City of Eagle River is accepting bids for roof replacement of the Eagle River Golf Course Clubhouse, located at 457 McKinley Blvd., Eagle River, Wisconsin. The City is accepting competitive bids for architectural shingles to replace the existing shingle roof.

In letting contract by bidding, City of Eagle River requires and will provide the following:

- a. Bids must be submitted on Bid Submittal Form, See Section 00200,
- b. The bidding will be based on sealed competitive bids.
- c. The contract shall be awarded to the lowest qualified bidder pending background check.
- d. The bid shall contain list of subcontractors and description of work class to be performed by each.
- e. Proof of business license and workers comp. insurance are required to be submitted with all bids.
- f. Specifications for bids may be picked up at the City of Eagle River City Hall, City Administrator's Office, between the hours of 8:00-4:00, Monday-Friday or are available on the City website, www.eagleriverwi.gov.
- g. City of Eagle is a not-for-profit organization and holds a Wisconsin Certificate of Exempt Status (CES) number. As of January 2016, building materials that become part of a qualifying nonprofit facility, provides an exemption from sales and use tax sold to a contractor. City of Eagle River expects to have the contractor purchase materials while being able to take advantage of their tax-exempt status. See General Conditions for more detail.
- h. A site visit prior to bidding is highly recommended and can be arranged by contacting Robin Ginner, City. Ph 715-479-8682 ext. 277, Cell 715-525-2666, e-mail: rcginner@eagleriverwi.gov.

Bids will be received at the Eagle River City Hall until 12:00 p.m. Central time, on Friday, August 30, 2024 at which time and place said bids will be publicly opened and read aloud. Bids received after the deadline will be rejected and returned unopened.

Bids must be typed or printed legibly in ink. Bids submitted as a result of this invitation must include the bidders Response Schedule and be returned in a sealed envelope or container marked **"Sealed Bid – 2024 Eagle River Golf Course Roof Replacement"** on the outside of the envelope or container. No bid will be considered, unless so received.

City of Eagle River
Attn: Robin Ginner, City Administrator
525 E. Maple Street, PO Box 1269
Eagle River, WI 54521

The City of Eagle River reserves the right to accept or reject any or all bids, in whole or in part, or make any other decision considered to be in the best interest of the City.

00110: GENERAL REQUIREMENTS

The general requirements in this document apply to the Eagle River Golf Course Clubhouse located at 457 McKinley Blvd, Eagle River, Wisconsin.

Contact: City of Eagle River
Robin Ginner, City Administrator
Ph 715-479-8682 ext. 227
Cell 715-525-2666
e-mail: rcginner@eagleriverwi.gov

City Hall
525 E Maple Street
P.O. Box 1269
Eagle River, WI 54521

Contractor: General Contractor and all sub-contractor awarded construction of project

1. Coordination of Work
 - a. Contractor is responsible to coordinate his work with Sub-Contractors.
 - b. The Contractor shall furnish all mobilization, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.
2. Work Schedule
 - a. There are no limits on days of week in which work can be performed. Work hours must be between 6 am and 9 pm. Project to be completed by December 13, 2024.
3. Required Contractor Payments
 - a. A deposit of 1/3 the contract amount will be paid the awarded contractor within 15 days of notice of award.
 - b. Remainder will be paid upon completion after signing of the "Certificate of Completion" is signed by the CONTRACTOR and OWNER.
 - c. Since the bid is limited to visual and core testing with a high probability of unknown issues to be uncovered upon removal of the existing roof, the CONTRACTOR must include a fee Schedule for additional work.
4. Waste Disposal
 - a. Contractor is responsible for keeping building site free of debris. Contractor to supply debris container or containers. Contractor shall be responsible for having containers emptied.
5. Temporary Power
 - a. Contract will supply temporary power.
6. Sanitary Regulations
 - a. Contractor is responsible for supplying temporary facilities.
7. Character of Workmen
 - a. The Contractor shall always be responsible for the conduct and discipline of their employees and/or any Subcontractor or persons employed by Subcontractors. All employees must have sufficient

knowledge, skill, and experience to perform properly the work assigned to them. Any supervisor, foreman, or workman employed by the Contractor or Subcontractor who does not perform their work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Owner, be discharged from the work and shall not be employed again in any portion of the work without the approval of the Owner. If any employee is not immediately removed when required, any work done by him will not be estimated or accepted.

8. Workmanship

- a. The Contractor shall furnish suitable tools and building appliances to perform the work to be done. Work shall be completed in a neat and workmanlike manner at the location. All equipment shall be correctly field aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units. The Contractor shall furnish, install, and protect all necessary accessories and attachments and all other appurtenances needed for proper installation of the work. The work shall be performed in accordance with well known, established practice and standards recognized by Architects, Engineers, and the trade.

9. Continuing Obligation

- a. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment, nor the issuance of a Certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner, nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a notice of acceptability, nor any correction of defective Work by Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

10. Discrepancies and Omissions

- a. If, during the performance of the Work, Contractor finds a conflict, error, or discrepancy in the Contract Documents, Contractor shall so report to Owner in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Owner; however, Contractor shall not be liable to Owner for failure to report any conflict, error, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- b. The Contract Documents are intended to include all work and materials necessary for completion of the Work. Any incidental item of material, labor, or detail required for the proper execution and completion of the Work and omitted from the Contract Documents but obviously required by governing codes, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the Work without extra charge, even though not specifically detailed or mentioned.

11. Oral Agreements

- a. No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a mutually agreed waiver or modifications thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

00120: INSTRUCTIONS TO BIDDERS

The general requirements in this document apply to the Eagle River Golf Course Clubhouse located at 457 McKinley Blvd, Eagle River, Wisconsin.

Contact: City of Eagle River
Robin Ginner, City Administrator
Ph 715-479-8682 ext. 227
Cell 715-525-2666
e-mail: rcginner@eagleriverwi.gov

City Hall
525 E Maple Street
P.O. Box 1269
Eagle River, WI 54521

Contractor: General Contractor and all sub-contractor awarded construction of project

1. Receipt and Opening of Bids

The Eagle River Golf Course, herein called the City, acting by and through its City will receive sealed Bids for the project known as: **2024 Eagle River Golf Course Roof Replacement**

General bids shall be addressed to City of Eagle, P.O. Box 1269, 525 E. Maple St., Eagle River, WI 54521, or hand delivered to the Eagle River City Hall, 525 E. Maple St., Eagle River, WI 54521 and endorsed "2024 Eagle River Golf Course Roof Replacement". Bid submissions shall be in a sealed envelope. Bids will be received at the Eagle River City Hall until 12:00 p.m. Central time, on Friday, August 30, 2024 at which time and place said bids will be publicly opened and read aloud.

2. Location and Work to be Done

The Work consists of all labor, materials and equipment for the removal and replacement of the existing shingle roof at the Eagle River Golf Course Clubhouse as outlined in the Statement of Work in Section 00130 of the bid documents, as directed by the City of Eagle River Administrator or her designee.

The location shall be the Eagle River Golf Course, general characteristics, and principal details of the Work to be performed are specified in the bid specifications in Section 00130.

3. Documentation

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

All quantities are approximate and do not expressly, or by implication warrant that the actual quantities will correspond therewith, but the City reserves the right to reasonably increase or decrease the quantity. An increase or decrease in the quantity for any item shall not be regarded as cause for an increase or decrease in the unit prices.

4. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Failure to complete the bid document adequately may result in the disqualification of the bidder.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

All bids, attachments to bids, and other items supplied to City, including but not limited to blueprints, drawings, or project descriptions, by all bidders, successful or otherwise, shall be the property of City. City shall not owe to any bidder, successful or otherwise, any obligation of confidentiality regarding any bid, attachment to bid, other items supplied to City by bidder, including but not limited to blueprints, drawings, or project descriptions, or any contract document resulting from bid. Contract documents shall be the property of both parties.

City shall not be liable to any bidder for any costs incurred in bidding or communicating with City concerning bidding.

Unless otherwise made clearly inapplicable by City in this document, all bid prices shall include the cost of mobilization of equipment and no extra payment will be made for such mobilization or movement of equipment from job-to-job site.

5. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

- a) Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.
- b) Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.
- c) Bid signatures will be checked.
- d) The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

6. Modification

Any bidder may modify his bid by written communication delivered to and received by the City at any time prior to the scheduled closing time for receipt of bids. The communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened.

7. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the City that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The City's decision or judgment on these matters will be final, conclusive, and binding. The City may make such investigations as it deems necessary, and the bidder shall furnish to the City, under oath if so required, all such information and data for this purpose as the City may request.

8. Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in

carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or employees performing their duties at the work site.

9. Addenda and Interpretations

Addenda may be required during the bidding period to modify, clarify, or interpret the Specifications and Contract Documents. It is intended, but not guaranteed, that such Addenda shall be mailed by the Awarding Authority to all persons or parties to whom Bid, and Contract documents have been issued (Bidders of Record). Failure to receive such Addenda shall in no way relieve any bidder from the execution of its provisions. All bidders are cautioned to verify the number of Addenda that have been issued and to secure any needed copies from the City Administrator.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally, and shall not be used as the basis of a claim against the City. All bidders, by bidding, expressly, and irrevocably waive any and all such claims.

10. Project Inspection

The CONTRACTOR shall make the project site and all project records available to City Administrator or her designee for review during the project. City Department staff will periodically monitor the progress of work to ensure that the project is proceeding substantially as defined in the documents listed in the table of contents.

11. Obligation of Bidder

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 shall in no way relieve any bidder from any obligation in respect of his bid.

12. Information Not Guaranteed

All information given in the Contract Documents and other documents relating to subsurface and other conditions, existing roof mounted equipment, existing gas pipes, existing electrical conduits and other structures is from the best sources at present available to the City. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the City does not warrant or guarantee that the subsurface or other conditions, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the City arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

13. Right to Reject Bid

The City reserves the right to waive any informality in bids and to reject any and all bids, should the City deem it to be in the public interest to do so.

The City may also reject bids which in its sole judgment are either incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

14. Time for Completion

The successful general bidder must agree to commence work on the date specified in the Notice to Proceed, and to fully complete the project within the time limit stated in the documents.

15. Comparison of Bids

Bids will be compared on the basis of prices set forth in the bid forms.

In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words will govern.

16. Award of Contract

The Contract will be awarded to "the lowest responsible bidder" pursuant to Wisconsin Statute s. 59.52(29) as amended and/or renumbered. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding.

17. Contractor Records

Bidders understand and agree that, because City is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Bidders. Bidder agrees to fully comply with such laws, and to cooperate with City in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to City or others upon the request of City. Compliance and cooperation of Bidders shall be at their sole cost and expense.

18. Insurance

The Contractor shall furnish evidence of all listed Workers Compensation, General Liability, Auto and Umbrella insurance coverages. Certificates of insurance shall be filed with the submitted bid/contract forms with the CITY OF EAGLE RIVER named as an "additional insured."

To the fullest extent permitted by law, the bidder shall indemnify and hold harmless the City of Eagle River and its agents against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgements, costs and expenses which may arise from any negligence of the Contractor, its employees or subcontractors.

19. Compliance with Laws

The Contractor shall keep himself fully informed of, and comply with, all existing and future Federal, State and Local Laws, ordinances, rules, and regulations affecting Contractor and all of Contractor's employees, agents, and subcontractors engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report to the City Administrator in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants and employees to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements and he shall protect, indemnify and save harmless the City, its officers, agents, servants, employees and the City Administrator from and against any and all claims, demands, suits, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fee, arising from or based upon any

violation or claimed violation of any such law, ordinance, rule regulation, order, decree or other requirements, whether committed by the Contractor or any of his agents, servants or employees.

Applicable provisions of Wisconsin State Statutes and Regulations and/or the United States Code and Code of Federal Regulations govern this contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.

00130: STATEMENT OF WORK

The Contractor agrees to provide the services listed in this Statement of Work.

1. Roof Replacement:
 - a. Remove all existing shingles and deck protectant.
 - b. Replace weathered or deteriorated decking as needed under separate authorization of City Administrator.
 - c. Remove and replace fire-damaged rafters/trusses above kitchen as necessary to fully support the roof.
 - d. Remove and replace existing static roof vents and deck void (to be included as part of roof replacement price not decking replacement).
 - e. Remove and replace all drip edge.
 - f. Provide and Install Ice and Weather Shield in accordance with manufacture specification, but at a minimum in all valleys and one width along perimeter of roofs.
 - g. Provide and install new synthetic underlayment over remaining decking.
 - h. Provide and Install one of the following per City direction:
 - i. New architectural shingles, minimum 35-year life, in accordance with manufacture specifications and as recommended for valleys.
 - ii. ~~Minimum Galvanized G 90 steel roof, in accordance with manufacture specifications and as recommended for valleys.~~
 - i. Install new flashing around all roof vents and chimneys.
 - j. Install new metal perimeter trim
 - k. Install new pipe boots.
 - l. Install ridge vent and ridge cap.
 - m. Cleanup and remove all debris from site.
 - n. Clean existing gutters at completion.
 - o. Provide 5 year, non-prorated, workmanship warranty.
 - p. Contractor is responsible for all equipment necessary to perform contracted duties.
 - q. All work and materials must be in accordance with approved manufacturer specifications.
 - r. All work to be complete no later than December 13, 2024.

00200: BID SUBMITTAL FORM

For Replacement of Eagle River Golf Course Clubhouse Roof

Submitted by: _____

Company: _____

Address: _____

Phone: _____

E-mail: _____

- I. The Undersigned BIDDER offers and agrees, if this Proposal is accepted, to enter an Agreement with the Owner and to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time in accordance with the Contract Documents.
- II. BIDDER has examined and familiarized him/herself with all the Bidding Documents, has examined the actual site and locality where the Work is to be performed; that he has made such independent investigations as he deems necessary; and that he has satisfied him/herself as to all conditions affecting cost, progress, or performance of the Work.
- III. BIDDER accepts all the terms and conditions of the Bid Document Package.
- IV. The BIDDER is requested to provide with bid submittal what work of a similar character to that of the Eagle River Golf Course Clubhouse that they have done with references that will enable the City to judge his experience, skill, and business standing (add supplementary page if necessary).
Reference to include: Completion Date; Project Name; Contract Amount; Reference Name; Reference Telephone No.

Fee Schedule for Additional Work

- 1. Labor @ Hourly Rate: \$_____/hr. [to include overhead & profit]
- 2. Material Cost @ CONTRACTOR cost plus mark-up @ ____% of material cost

Total Bid Amount for Architectural Shingles: \$ _____

Total Bid Amount for Galvanized G-90 Metal: \$ _____

Submitting bidder acknowledges that they have read and agree to the conditions stated in Roman Numerals one, two, three, and four.

Submitter's Signature: _____

Date: _____

00300: AGREEMENT of Notice of Award.

This Agreement made this ___ day of _____, 2024 by and between **State of Wisconsin, City of Eagle River**, hereinafter called OWNER, and _____, hereinafter called CONTRACTOR.

WITNESSETH: That the OWNER and CONTRACTOR for and in consideration of the work and payment hereinafter mentioned agree as follows:

- 1) The CONTRACTOR will commence and complete all work related to the replacement of the Eagle River Golf Course Clubhouse roofing set forth in bid documents.
- 2) The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor, utilities, transportation, and other services necessary for the construction and completion of the project described herein and in the bid documents.
- 3) The CONTRACTOR will commence work required by the **Notice to Proceed** to be issued on _____, **2024** and will complete same **by December 13, 2024** unless the period for completion is extended otherwise by the written agreement from owner.
- 4) The CONTRACTOR agrees to perform all the work described in the Contract Documents and comply with the terms therein for the Bid amount of \$ _____ which includes the Base Bid and/or alternates as shown in the Bid.
- 5) The term "Contract Documents" shall include, but is not limited to, the Advertisement for Bids, Bid, Addenda, List of Subcontractors, Notice of Award Agreement, Notice to Proceed, General Conditions, Instruction to Bidder, General Requirements, Statement of Work, Appendices, and any Change Orders, authorized extensions and any and all documents entered into between OWNER and CONTRACTOR required to complete the construction of the work in an acceptable manner, including authorized extensions.
- 6) The OWNER will pay the CONTRACTOR for the performance of work, subject to any additions or deductions, in the manner and at such times and in such amounts as required by the Contract Documents.
- 7) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement on the day and year first above written.

OWNER:

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

00400: NOTICE TO PROCEED

To: _____

Date: _____

Project: EAGLE RIVER GOLF COURSE ROOF REPLACEMENT

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2024, on or before _____, 2024, and you are to complete all WORK by December 13, 2024.

City of Eagle River

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this the _____ day of _____, 2024

By _____

Title _____

00500: GENERAL CONDITIONS

- 00501. Definitions
- 00502. Additional Instructions and Detail Drawings
- 00503. Schedules, Reports and Records
- 00504. Drawings and Specifications
- 00505. Materials, Services, and Facilities
- 00506. Inspections and Testing
- 00507. Substitutions
- 00508. Protection of Work, Property, and Persons
- 00509. Supervision by Contractor
- 00510. Changes in the Work
- 00511. Time for Completion and Liquidated Damages
- 00512. Correction of Work
- 00513. Insurance
- 00514. Assignments
- 00515. Indemnification
- 00516. Separate Contracts
- 00517. Subcontracting
- 00518. Guarantee
- 00519. Arbitration
- 00520. Taxes

00501: DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1. ADDENDA
Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
2. BID
The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
3. BIDDER
Any person, firm, or corporation submitting a Bid for the Work.
4. CHANGE ORDER
A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time.
5. CONTRACT DOCUMENTS
The Contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Statement of Work, Drawings, Specifications and Addenda.
6. CONTRACT PRICE
The total monies payable to the CONTRACTOR under the terms and conditions of the Contract Documents.
7. CONTRACT TIME
The start and completion dates as stated in the Contract Documents for the completion of the Work.
8. CONTRACTOR
The person, firm, or corporation with whom the OWNER has executed the Agreement.

9. FIELD ORDER
A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the OWNER to the CONTRACTOR during construction.
10. NOTICE OF AWARD
The Written Notice of the acceptance of the Bid from the OWNER to the successful Bidder.
11. NOTICE TO PROCEED
Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the Work and establishing the date for commencement of the Work.
12. OWNER
City of Eagle River.
13. PROJECT
The undertaking to be performed as provided in the Contract Documents.
14. SHOP DRAWINGS
All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
15. SPECIFICATIONS
A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
16. STATEMENT OF WORK
Narrative description of a project's work requirement defining project-specific activities, deliverables and timelines for contractor providing services to the City.
17. SUBCONTRACTOR
An individual, firm, or corporation having direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
18. SUBSTANTIAL COMPLETION
That date certified by the OWNER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
19. SUPPLIER
Any person or organization that supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
20. WORK
All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
21. WRITTEN NOTICE
Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party of their last given address or delivered in person to said party or their authorized representative on the Work.

00001 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- a. The CONTRACTOR may be furnished additional instructions and detail drawings, by the OWNER, as necessary to carry out the Work required by the Contract Documents.
- b. The Additional drawings and instructions thus supplied will become a part of the Contract Documents. The CONTRACTOR shall carry out the Work in accordance with the additional detail drawings and instructions.

00002 SCHEDULES, REPORTS AND RECORDS

- a. Upon receiving Notice of Award, the CONTRACTOR shall submit construction schedules showing dates when the Work will be started, estimated date of completion of each part and, as applicable:
 - i. The dates when shop drawings will be completed.
 - ii.

00003 DRAWINGS AND SPECIFICATIONS

- a. The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the OWNER.
- b. In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over general drawings.
- c. Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the OWNER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR's risk.

00004. MATERIALS, SERVICES AND FACILITIES

- a. It is understood that, except as otherwise specifically stated in the Contract Document, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- b. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- c. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- d. Materials supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the OWNER.

00005 SUBSTITUTIONS

- a. Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number and if, in the opinion of the OWNER, such material, article, or piece of equipment is of equal substance and function to that specified, the OWNER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

00006 PROTECTION OF WORK, PROPERTY AND PERSONS

- a. The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary

protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

- b. The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The CONTRACTOR will notify OWNER of adjacent utilities when prosecution of the Work may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the OWNER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- c. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the OWNER prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

00007 SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the Work, a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be always present on the site as required to perform adequate supervision and coordination of the Work.

00008 CHANGES IN THE WORK

- a. The OWNER may at any time, as the need arises, order changes within the Statement of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.
- b. The OWNER may also, at any time, by issuing a Field Order, make changes in the details of the Work. The CONTRACTOR shall proceed with the performance of any changes in the Work so ordered by the OWNER unless the CONTRACTOR believes that such Field Order entitles the CONTRACTOR to a change in Contract Price or Time, or both, in which event, the CONTRACTOR shall give the OWNER Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in Contract Price or Time within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed Change Order or further instruction from the OWNER.

00009 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.
- b. The CONTRACTOR will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the Contract Time for the completion of the Work described herein is a reasonable time,

taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

- c. If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER, the amount for liquidated damages of \$100.00 for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.
- d. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the CONTRACTOR has promptly given Written Notice of such delay to the OWNER.
 - i. To any preference, priority or allocation order duly issued by the OWNER.
 - ii. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, flight embargoes, and abnormal and unforeseeable weather.

00010 CORRECTION OF WORK

- a. The CONTRACTOR shall promptly remove from the premises, all Work rejected by the OWNER for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the OWNER and shall bear the expense of making good, all Work of other CONTRACTORS destroyed or damaged by such removal or replacement.
- b. All removal and replacement Work shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the OWNER may remove such Work and store the materials at the expense of the CONTRACTOR.
- c. Department for payment. City Clerk-Treasurer's Department will process payment per normal voucher payment process.

00011 INSURANCE & INDEMNIFICATION

I. **CONTRACTOR'S LIABILITY INSURANCE**

- a. The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - i. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed.
 - ii. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
 - iii. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
 - iv. claims for damages insured by usual personal injury liability coverage.
 - v. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - vi. claims for damages because of bodily injury, death of a person or property damage arising out of City, maintenance or use of a motor vehicle.
 - vii. claims for bodily injury or property damage arising out of completed operations.

- b. The insurance required by this contract shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including XC-U), City's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the City approves in writing coverage on a claims-made basis. Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. The City shall be added as an Additional Insured on policies as required herein. Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the City and authorized to do business in Wisconsin. Contractor shall furnish to City written confirmation as to the insurance carrier's most current financial ratings when it submits certificates of insurance.
- c. Certificates of insurance acceptable to the City, and, where required by the contract documents, listing the City as an additional insured shall be filed with the City prior to commencement of the Work. These certificates and the insurance policies required by this Contract shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by this Contract. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. These certificates shall set forth evidence of all coverage required by this Contract. The Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending limits of coverage. In case of any sublet of work under this Contract, the Contractor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

II. CITY'S LIABILITY INSURANCE

- a. The Contractor shall procure and pay for a City's policy of City's protective liability insurance insuring the City and its officers, employees and agents against claims which may arise from operations under the Contract or relating thereto.

III. PROPERTY INSURANCE

- a. The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the City and which have, and shall maintain throughout the pendency of this contract, a minimum financial rating of not less than A+ according to A.M. Best or AAA according to Moody's. Contractor shall furnish to City written confirmation as to the insurance carrier's most current financial ratings when it submits the Certificate of Insurance. Such insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risks" insurance for physical loss or damage including without duplication, theft, vandalism and malicious mischief. This insurance shall also cover portions of the Work stored off the site or in transit. If this insurance is written with stipulated amounts deductible, the City shall not be responsible for any difference between the payments made by the insurance carrier and the claim. The policy shall contain a provision that coverage's afforded under policies will not be canceled or allowed to expire until at least 30 days' written notice has been given to the City. The City shall be named insured within the policy.

- b. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
- c. The City shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.
- d. Upon the occurrence of an insured loss, the City and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If after such a loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

IV. MINIMUM AMOUNT OF INSURANCE

a. In no case shall the limits of liability for the insurance required by this Contract be less than:

1. <u>Workers Compensation Insurance</u>	
Each Accident/Employee	State Statutory Limits
Policy Limit	State Statutory Limits
2. <u>General Liability Insurance</u>	
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Medical Expense (Any One Person)	\$5,000
3. <u>Auto Liability Insurance</u>	
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
4. <u>Umbrella Liability</u>	
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

Certificates of insurance are required for all policies. The Certificates of General Liability and Automobile Liability shall name the City as an additional insured on the policy and shall require that a thirty (30) day cancellation notice be given to the City. An updated copy of the Certificate shall be provided anytime a change is made to any policy which affects any requirement under this contract. The parties intend that neither the insurance requirements, the insurance limits required herein, nor any other part of this contract, or the contract documents be deemed to limit any liability of Contractor.

V. INDEMNIFICATION

a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance or failure of performance of the Work by the Contractor or Subcontractor(s). Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section. In claims against any person or entity indemnified under this section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

00012 INDEMNIFICATION

- a. The CONTRACTOR will indemnify and hold harmless, the OWNER and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the OWNER, or any of their agents or 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 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- c. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the OWNER, its agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications.

00013 SEPARATE CONTRACTS

- a. The OWNER reserves the right to let other Contracts in connection with this Project. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate the Work with theirs. If the proper execution or results of any part of the CONTRACTOR's Work depends upon the Work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the OWNER, any defects in such Work that render it unsuitable for such proper execution and results.
- b. The OWNER may perform additional Work related to the Project or the OWNER may let other Contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional Work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate the Work with theirs.
- c. If the performance of additional Work by other CONTRACTORS or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work. If the CONTRACTOR believes that the performance of such additional Work by the OWNER or others involves it in additional expense or entitles it to an extension of the Contract Time, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

00014 SUBCONTRACTING

- a. The CONTRACTOR may utilize the services of specialty Subcontracts on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- b. The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.
- c. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the OWNER.

00015 GUARANTEE

- a. The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The CONTRACTOR warrants and

guarantees for a period of five (5) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred.

00016 ARBITRATION BY MUTUAL AGREEMENT

- a. All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be entered upon it in any court having jurisdiction thereof.
- b. Notice of the request for arbitration shall be filed in writing with the other party to the Contract Documents and a copy shall be filed with the OWNER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
- c. The CONTRACTOR will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

00017 TAXES

- a. The OWNER is a tax-exempt nonprofit organization that holds a Wisconsin Certificate of Exempt Status (CES) number. As of January 2016, building materials that become part of a qualifying nonprofit facility, provides an exemption from sales and use tax sold to a contractor As of January 2016 building materials that become part of a qualifying nonprofit facility, provides an exemption from sales and use tax sold to a contractor. The OWNER wishes to take advantage of this new Wisconsin Status allowing the CONTRACTOR to direct purchase materials while not having to pay taxes on the materials.

How to Claim the Exemption

A contractor who makes purchases that qualify for this exemption, must provide a fully completed exemption certificate to the seller. The contractor should check "other purchases exempted by law" on the certificate and enter "exempt under sec. 77.54(9m), Wis. Stats."

Note: A contractor who provides the seller an exemption certificate claiming an item will be used in this exempt manner, then uses it in a taxable manner, is liable for use tax on its purchase price of such items.

Documentation to Maintain

Retailers – The seller is not liable for Wisconsin sales tax on its sales of taxable products if, within 90 days of the sale, it receives a fully completed exemption certificate from the contractor indicating the contractor is using the items in an exempt manner. Sellers are required to maintain adequate records, including exemption certificates obtained from contractors, to identify that the sale is exempt.

Contractors – The contractor is required maintain records to verify that the exemption applies when the real property construction activity is performed on a facility owned by the qualifying exempt entity. This may be done by obtaining a nonprofit organization's CES number and maintaining contracts and invoices showing the work was for this qualifying exempt entity.

Sub-Contractor – Do Purchases by Sub-contractors qualify? – YES. A subcontractor's purchase of property qualifies for exemption if the property becomes part of a facility located in Wisconsin owned by a qualifying exempt entity. Although the subcontractor is providing a real property construction activity under contract with the general contractor, the property is ultimately transferred to a qualifying exempt entity upon completion of the contract between the general contractor and the qualifying exempt entity.

00600: CHANGE ORDER

Change Order No. _____

Date: _____

Contract Date: _____

NAME OF PROJECT: EAGLE RIVER GOLF COURSE ROOF REPLACEMENT

OWNER: CITY OF EAGLE RIVER, WISCONSIN

CONTRACTOR: _____

The following changes are hereby made in the Contract Documents:

Original Contract Price: \$ _____

Current Contract price adjusted by previous Change Order(s): \$ _____

The Contract price due to this Change Order will be (increased) (decreased) by: \$ _____

The new Contract price, including this Change Order will be: \$ _____

The Contract time will be (increased) (decreased) by: _____ calendar days.

The date for completion of all work will be _____ (date).

This document will become a supplement to the Agreement and all provisions will apply hereto.

CONTRACTOR: _____

(Date)

OWNER: _____

(Date)

00700: CERTIFICATE OF FINAL COMPLETION OF WORK

CONTRACT DATE: _____

CONTRACT TITLE: EAGLE RIVER GOLF COURSE ROOF REPLACEMENT

COMPLETION DATE PER CONTRACT AND CHANGE ORDERS: December 13, 2024

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the Work as identified in the Final Payment Request for construction Contract Work dated _____, represents full compensation for the actual value of Work completed. All Work completed conforms to the terms of the Contract and authorized changes.

Date

CONTRACTOR

Signature

Title

FINAL CERTIFICATION OF PROJECT OWNER

I have reviewed the CONTRACTOR'S Final Payment Request dated _____ and hereby certify that to the best of my knowledge, the cost of the Work identified on the Final Estimate represents full compensation for the actual value of Work completed and that the Work has been completed in accordance with the terms of the Contract and authorized changes.

This certification is provided in accordance with the terms of the General Conditions.

Date

OWNER

Signature

Title