

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**A.W. Oakes & Son Incorporated
2000 Oakes Road
Racine, WI 53406**

SURETY:

(Name, legal status and principal place of business)

**Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-04-701
Columbus, OH 43215-2220**

OWNER:

(Name, legal status and address)

**City of Racine
730 Washington Ave
Racine, WI 53403**

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

**Removal and Disposal of PCB-Impacted Soil
Official Notice #6-2020
Racine, WI**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 7th day of July, 2020.

A.W. Oakes & Son Incorporated

(Principal)

(Seal)

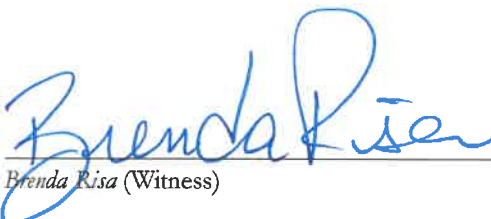

(Witness) Carol A. Cesarz
Corporate Secretary

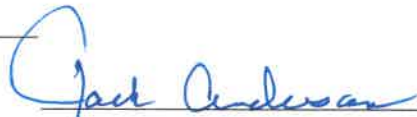

Daniel D. Oakes, President
(Title)

Nationwide Mutual Insurance Company

(Surety)

(Seal)


Brenda Risa (Witness)


Jack Anderson, Attorney-in-Fact



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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

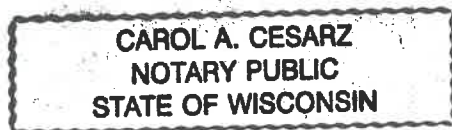
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Wisconsin }
County of Racine }

On this 15th day of July, in the year 2020, before me personally come(s) Daniel D. Oakes, to me known, who being duly sworn, deposes and says that he/she resides in the City of Union Grove that he/she is the President of the A.W. OAKES & SON, INC., the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.



Carol A. Cesarz
Notary Public

My commission expires: 12/04/2020

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JACK ANDERSON, RITA JORGENSEN, RONALD KAIHOI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Della
Notary Public, State of New York
No. 0206128649
Qualified in Westchester County
Commission Expires September 16, 2021



Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 7th day of July, 2020.



Assistant Secretary

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA



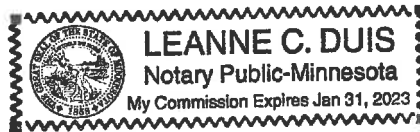
On this 7th day of July, 2020, before me, a Notary Public within and for said County, personally appeared **Jack Anderson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Nationwide Mutual Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Jack Anderson** acknowledged said instrument to be the free act and deed of said corporation.



NOTARY PUBLIC

My Commission Expires

1/31/2023



PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

SECTION 00 41 00

GENERAL BID FORM (PROPOSAL)

Proposal of A.W. OAKES & SON, INC. (hereinafter called "Bidder").*

(X) a corporation, organized and existing under the laws of the State of Wisconsin

() a partnership

doing business as _____

Bidder:

The Bidder, in compliance with your invitation for bids for the Removal and Disposal of PCB-Impacted Soil at the Racine Steel Castings Site ~ South Lot located at 1425 North Memorial Drive, Racine, Wisconsin, having examined the plan drawings and technical specifications with related contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the soil remediation work including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the Contract Documents, within the time set forth therein, at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part, and incorporate the applicable Davis-Bacon Prevailing wage rates. Additionally, please indicate if Bidder is a Minority Business Enterprise (MBE) and/or Women's Business Enterprise (WBE).

*Insert corporation or partnership as applicable.

PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

The Bidder hereby agrees to commence work under this contract within 45 consecutive days of receipt of the written "Notice to Proceed", and to fully complete the excavation activities in the number of days specified in the excavation schedule provided by the Bidder after the date of which the written "Notice to Proceed" is given.

Bidder acknowledges receipt of the following addenda:

No. <u>NONE</u>	Dated: <u></u>
No. <u></u>	Dated: <u></u>
No. <u></u>	Dated: <u></u>
No. <u></u>	Dated: <u></u>
No. <u></u>	Dated: <u></u>
No. <u></u>	Dated: <u></u>
No. <u></u>	Dated: <u></u>

PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

The Bidder agrees to perform the work described in the Technical Specifications and Design Drawings for the prices shown on the Form of General Bid and for the Total Price Listed below.

(1) TOTAL OF BASE BID (Bid Items 1 – 8):

Based on the estimated quantities, the computed contract price for bid items listed above

One Hundred Twenty-Four Thousand Five Hundred Ninety
124,590.00
Dollars (\$ _____)

(All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

The unit prices listed on the Form of General Bid shall include, but are not limited to, all labor, materials, mobilization, demobilization, transportation/disposal costs, equipment usage, overhead, profit, insurance, health and safety measures, etc., to cover the finished work of the several kinds called for.

- (2) SCHEDULE: Bidder must attach a detailed schedule for executing the work from start through finish that includes all working days (not counting Saturdays, Sundays, and federal holidays) after date to commence work is given in the Notice to Proceed in which work will be fully complete as described in the Work Plan (including Technical Specifications and Design Drawings), and Contract Documents. For purposes of this Request for Bid, the bidder shall complete all work specified herein by no later than 45 days after authorization.

PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

Item No.	Estimated Quantity	Brief Description Unit or Lump Sum Price (in Words)	Total Price (in Figures)
1	Lump Sum	Mobilization, Utility Marking, and Site Preparation <u>Fifteen Thousand</u> Dollars Lump Sum	\$ <u>15,000.00</u> Bid Item 1 Total
2	240 Tons	Excavation, Loading, and Transportation of Impacted Soil to US Ecology-Wayne Disposal Facility in Belleville, Michigan (Excavation Area A and Area C) <u>One Hundred Fifty</u> Dollars per Ton	\$ <u>36,000.00</u> Bid Item 2 Total
3	240 Tons	Disposal Costs at US Ecology-Wayne Disposal Facility in Belleville, Michigan, including all applicable taxes and tipping fees (Excavation Area A and Area C) <u>One Hundred Thirty-Five</u> Dollars per Ton	\$ <u>32,400.00</u> Bid Item 3 Total
4	190 Tons	Excavation, Loading, and Transportation of Impacted Soil to Republic Services Kestrel Hawk Recycling and Disposal Facility in Racine, Wisconsin (Excavation Area B and Area D). <u>Sixty</u> Dollars per Ton	\$ <u>11,400.00</u> Bid Item 4 Total
5	190 Tons	Disposal Costs at Republic Services Kestrel Hawk Recycling and Disposal Facility in Racine, Wisconsin, including all applicable taxes and tipping fees (Excavation Area B and Area D). <u>Sixty</u> Dollars per Ton	\$ <u>11,400.00</u> Bid Item 5 Total
6	430 Tons	Backfill and Compaction with Approved Clean Fill Material (Clean Fill Material will be provided by the City of Racine). <u>Twenty-Three</u> Dollars per Ton	\$ <u>9,890.00</u> Bid Item 6 Total
7	Lump Sum	Site Restoration and Decontamination <u>Five Thousand</u> Dollars Lump Sum	\$ <u>5,000.00</u> Bid Item 7 Total
8	Lump Sum	Demobilization and Project Closeout <u>Three Thousand Five Hundred</u> Dollars Lump Sum	\$ <u>3,500.00</u> Bid Item 8 Total
		TOTAL ITEMS 1 THROUGH 8 BASE BID	\$ <u>124,590.00</u>

PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) consecutive calendar days.

The undersigned offers the following information as evidence of the Company's qualifications to perform the work as bid upon according to all the requirements of the Work Plan, Plan Drawings, Technical Specifications, and Contract Documents.

1. Have been in business under present name for 60 years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows:

Daniel D. Oakes	President / CEO	2000 Oakes Road, Racine WI 53406
Kathleen M. DeMatthew, CPA	Vice President / CFO	2000 Oakes Road, Racine WI 53406
Kevin A. Hokanson	Vice President	2000 Oakes Road, Racine WI 53406
Thomas J. Ackley	Vice President	2000 Oakes Road, Racine WI 53406
Maxwell J. Oakes, CPA	Treasurer / Controller	2000 Oakes Road, Racine WI 53406
Carol A. Cesarz	Secretary	2000 Oakes Road, Racine WI 53406

(attach supplementary list if necessary)

SECTION 01 22 00
MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. Measurement and payment criteria applicable to portions of the Work performed under a unit-price payment method.
- B. Defect assessment and non-payment for rejected Work.

1.02 AUTHORITY

- A. Measurement methods delineated in the individual specification sections are intended to complement the criteria of this Section. In the event of conflict, the requirements of the individual specification section shall govern.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the General Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, Contractor shall provide the required quantities at the unit sum/prices contracted.

1.04 MEASUREMENT OF QUANTITIES

- A. Stipulated Sum/Price Measurement: Items measured by unit weight as a completed item or unit of the Work.
- B. Measurement Devices:
 - 1. Weight Scales: Inspected, tested, and certified by the applicable Wisconsin Weights and Measures department within the past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
 - 3. Metering Devices: Inspected, tested, and certified by the applicable Wisconsin department within the past year.

1.05 PAYMENT

- A. Payment Includes: Full compensation for all required labor (Davis-Bacon Wage Determination), products, tools, equipment, transportation, disposal, services and incidentals; erection, application, or installation of an item of the Work; overhead; and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual quantities accepted by the Engineer (based on scale tickets) multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

1.06 DEFECT ASSESSMENT

- A. Contractor shall replace the Work, or portions of the Work, not conforming to specified requirements.

PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Respectfully submitted,

A.W. OAKES & SON, INC. Date: 07/15/2020

Name of Company*

By:  Daniel D. Oakes
(Signature) (Print or type)

Title: President

Business Address: 2000 Oakes Road, Racine WI 53406

Seal

(Seal if bid is by a Corporation)

*Note: Insert Bidders name. If a corporation, give state of incorporation, using the phrase "A corporation organized under laws of Wisconsin composed of officers as follows.

Daniel D. Oakes

President

Kathleen M. DeMatthew, CPA

Kevin A. Hokanson

Thomas J. Ackley

Vice President

Carol A. Cesarz

Secretary

Maxwell J. Oakes,

Treasurer

END OF SECTION 00 41 00

**PLANS AND TECHNICAL SPECIFICATIONS
REMOVAL AND DISPOSAL OF PCB-IMPACTED SOIL**

- B. If, in the opinion of the Owner or Engineer, it is not practical to remove and replace the Work, the Owner will direct one of the following remedies:
 - 1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of the Owner.
 - 2. The defective Work shall be partially repaired according to the instructions of the Owner, and the unit sum/price will be adjusted to a new sum/price at the discretion of the Owner.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- D. The authority of the Owner or Engineer to assess the defect and identify payment adjustment is final.

1.07 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

PART 2 – PRODUCTS

(Not used.)

PART 3 – EXECUTION

(Not used.)

END OF SECTION 01 22 00

City of Racine
Official Notice #6-2020
Removal & Disposal of PCB-Impacted Soil



07/02/2020	Posted to Website
07/06/2020	Published in Newspaper Emailed
07/08/2020	Published in Newspaper
July 15, 2020 By 10:00am	DUE DATE Bid proposals received after this time will not be considered
Method of submittal	Email Facsimile ONLY
Submit proposals to:	Monica G. Santos – Purchasing Agent City of Racine Purchasing 730 Washington Ave. Room 105 Racine, WI 53403 Office: 262.636.9143 Fax: 262.636.9100 Email: monica.santos@cityofracine.org Website: http://www.cityofracine.org/purchasing

The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitely specified to be furnished by others, ready for use, all in accordance with these specifications, all as attached hereto and all of which the undersigned has examined, the following work for the compensation indicated.

Firm: A.W. OAKES & SON, INC.

Name: Mike Newholm

Address: 2000 Oakes Road

City, State, Zip: Racine WI 53406

Phone: (262) 886-4474 x1217

Email: mnewholm@awoakes.com

1. General Information

Project must be completed by September 30th, 2020

Bid bond is 5%

All trucks leaving work site must have waterproof tarps over entire load, quantities verified for billing will be determined by landfill receipts

2. Proposal, Plans & Technical Specifications

Included in the 44-page attachment:

Plans and Specifications prepared by Ramboll US Corp Project Number: 1690005036

3. Attachments

Plans and Specifications prepared by Ramboll US Corp Project Number: 1690005036

Construction Instruction to bidders

Wisconsin Heavy Davis-Bacon Wages

Sewer Sampling Location

4. General Questions

Have you performed any work for the City of Racine in the past?	YES	NO
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Are you part of the Disadvantage Business Enterprise (DBE) Program?	YES	NO
if you answered no, would you like more information?	YES	NO

Are you fully certified with the State of Wisconsin?	YES	NO
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5. References

As a part of properly completing the bid, provide the names, addresses, phone numbers and contact persons for a minimum of two companies or municipalities for which the bidder has satisfactorily performed related work within the past five (5) years.

Company Name:	AECOM	Ramboll.com
Address:	1555 N River Center Drive Milwaukee WI 53212	234 W. Florida Street, 5th Floor Milwaukee WI 53204
Contact Person:	Lanette Altenbach	Julie Zimdars
Phone Number:	(414) 944-6186	(414) 837-3564
E-mail:	lanette.altenbach@aecom.com	julie.zimdars@ramboll.com

6. Indemnification and Insurance Requirements:

Indemnification

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph 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 Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity

clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- a) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
- b) Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

- a) General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
- c) Umbrella Liability- One Million dollars (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a) The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
- b) The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
- c) For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
- d) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its

elected and appointed officials, officers, employees or authorized representatives or volunteers.

- e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f) Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.
- g) Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
- h) The general liability policy shall cover bodily injury and property damage liability, owned and nonowned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good

all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

END OF DETAILED SPECIFICATIONS