

**Town of Oakland
Douglas County, Wisconsin
6152 S. County Road K
South Range, WI 54874**

THIS CONTRACT IS MADE AND ENTERED INTO by and between the Town of Oakland, a government subdivision of the State of Wisconsin and **XXXXXX** of **XXXXXX** a company organized and existing under the laws of the State of **XXXXXX** (hereinafter called CONTRACTOR), in consideration of the mutual agreements hereinafter contained and in strict conformity to the terms and conditions hereinafter, it is hereby understood and agreed to by the parties hereto as follows:

Section 1. PURPOSE. The purpose of this Contract is to hire services of the Contractor to furnish all materials, equipment, and labor to perform the work in complete conformity with the conditions, specifications and requirements attached hereto, which are fully incorporated by reference herein as part of this Contract.

Section 2. TERM. All work shall be completed by April 1, 2021. This Contract is effective when signed by all parties to the Contract. The effective date is the last date of signing and shall terminate on April 1, 2021 unless terminated earlier pursuant to Section 19, Termination.

Section 3. PERFORMANCE BOND. The Contractor shall provide the Town of Oakland a performance bond in the amount of \$100,000 to be held by the Town of Oakland until all performance under this Contract by the Contractor has been successfully completed to the Town of Oakland's satisfaction as determined by the Town of Oakland. Said performance bond shall be submitted to the Town of Oakland in the form of cash bond, written performance bond (surety bonds will not be accepted), or irrevocable letter of credit; and shall be effective throughout the life of the Contract. In the event the Town of Oakland determines Contractor performance has not been completed satisfactorily and in conformance with this Contract by the termination date, the performance bond will be retained in its entirety by the Town of Oakland.

Section 4. LIAISON. All communications by the Contractor to the Town of Oakland concerning this Contract shall be addressed to Oakland Town Clerk at the address as shown on this documents header. All communications by the Town of Oakland to the Contractor shall be addressed to **XXXXXX**.

Section 5. SCOPE OF WORK. The Contractor shall administer all activities provided for in this Contract on behalf of the Town of Oakland and warrants that all work will be performed in a professional workmanlike manner and of sufficient quality as accepted by the Town of Oakland.

The Contractor shall be responsible for crushing, screening, and stockpiling 20,000 tons of dense aggregate base at a non-metallic mine located on the Town of Oakland land.

Section 6. PAYMENT. In consideration of services rendered pursuant to this Contract, the Town of Oakland agrees to pay the Contractor a per ton amount of **\$XXXXXX** for a single total contract amount not to exceed **\$XXXXXX**. Final payment shall be based off the per ton price and actual quantities produced. The Town of Oakland agrees to pay the Contractor one single lump sum payment upon completion of aggregate production. Each payment will be made within thirty (30) days of notice to the Town of Oakland after completion of aggregate production in each mine location, contingent upon inspection and a finding of satisfactory compliance with the terms of this Contract. The Town of Oakland shall not be invoiced for uncompleted or unsatisfactory work.

Section 7. LEGAL REQUIREMENTS. The Contractor shall comply with all applicable federal, state, and local laws, statutes and ordinances and all applicable rules, regulations, and standards established by the Town of Oakland.

Section 8. LAW AND VENUE. Any action at law or suit in equity, or judicial proceeding for the enforcement of this Contract or any provision thereof shall be instituted only in the courts of the State of Wisconsin. This Contract shall be governed by the laws of the State of Wisconsin, both as to interpretation and performance. In the event of litigation concerning the terms of this Contract, venue shall be in the Circuit Court in and for the Town of Oakland.

Section 9. INSURANCE REQUIREMENTS. The contractor shall purchase and maintain, throughout the life of the Contract, liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Certificate of Insurance/Endorsements: A certificate of insurance, indicating compliance with the required coverages and referencing this Contract, must be filed with the Town of Oakland and attached to this Contract prior to signature by the Town of Oakland. The Contractor must notify the Town of Oakland immediately of any material change in insurance coverage such as changes in limits, coverages, change in status of policy, etc.

Section 10. INDEPENDENT CONTRACTOR COMPLIANCE.

The Contractor agrees that at all times during the life of this Contract it will comply with Wisconsin Statutes 102.07(8)(b).

Section 11. COMPLIANCE WITH WORKERS' COMPENSATION ACT. The Contractor agrees that at all times during the life of this Contract it will comply with the Worker's Compensation Act, Chapter 102, Wisconsin Statutes, or any other applicable Worker's Compensation laws that pertain.

Section 12. EQUAL EMPLOYMENT. Any hiring of employees under this Contract shall be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, or political belief.

Section 13. PUBLIC INFORMATION AND OWNERSHIP OF PRODUCTS. All information resulting from the project funded under this Contract shall be made available to the public. Upon completion of this Contract, all information, reports, data, records, documents, and materials pertaining to this Contract shall be available to the public. The Contractor shall indemnify and hold harmless the Town of Oakland from liability for injury caused by the release of any information, reports, data, records, documents, and materials provided by the Contractor.

All copyrights, patents, or other royalty rights resulting from the completion of this Contract or the information, reports, records, data documents, materials, and end products of this Contract shall be the sole property of the Town of Oakland.

Section 14. PREMISES DISCLAIMER. The Town of Oakland makes no representations or guarantees concerning the condition of any portion of the Town of Oakland-owned property used by the Contractor and/or its agents, employees, subcontractor, or representative to perform the duties prescribed by this Contract; and further, the Town of Oakland has no duty of notification regarding indigenous conditions of the above described property and shall not be responsible for any bodily or personal injuries to the Contractor and/or its agents, employees, subcontractor, or representative which may occur on the above described property.

Section 15. SAFETY AND OSHA REQUIREMENTS. The Contractor agrees to hold the Town of Oakland harmless against any citation, penalty or claim arising under alleged violation(s) of Safety and Health covered under Wisconsin laws, rules and regulations. The Contractor assumes full responsibility to provide his employees and inspectors of the Town of Oakland with a safe and healthful work place within the boundaries of the project area(s) through the use of proper signing, flagmen, employee right to know, and other necessary protective procedures.

Section 16. INDEMNITY AND LIABILITY (Hold Harmless/Indemnification). The Contractor agrees to be financially responsible for any audit exception or other financial loss to the Town of Oakland which occurs due to the negligence, intentional acts, or failure by the Contractor and/or its agents, employees, subcontractor, or representative to comply with the terms of this Contract. The Contractor agrees to indemnify the Town of Oakland, its officials, agents, and employees, while acting within the scope of their duties and hold harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the

Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the Contractor and/or its agents, employees, subcontractors or its representatives under this Contract, all to the extent of the Contractor's negligence.

Section 17. ASSIGNMENTS, TRANSFERS AND SUBCONTRACTS. There will be no assignment, transfer or subcontracting of this Contract, nor any interest in this Contract, unless agreed to by both parties in writing and incorporated into this Contract by reference. This Contract shall be binding on all successors and assigns of the Contractor, including successors in interest.

Section 18. MODIFICATIONS. This instrument contains the entire Contract between the parties. No statement, promises, or inducements made by either party or agents of either party, shall be valid or binding unless included in this Contract. This Contract may not be enlarged, modified or altered except as provided in this Contract. No letter, telegram, or other communication passing between the parties to this Contract, concerning any matter during the term of this Contract shall be deemed a part of this Contract unless it is distinctly stated in such letter, telegram, or communication that it is to constitute part of this Contract, and such letter, telegram, or communication is attached as an exhibit to this Contract and is signed by the authorized representative of each of the parties to this Contract. If executed properly under this section, modifications of this Contract do not need independent consideration to be legally enforceable.

Section 19. TERMINATION. Upon breach of any of the terms and conditions of this Contract by the Contractor, the Town of Oakland may terminate this Contract and have any and all remedies at law or equity. In the event of such breach and termination, the Town of Oakland may further, at its option, take over the work and services and prosecute the same to completion by contract or otherwise and the Contractor shall be liable to the Town of Oakland for any excess cost occasioned to the Town of Oakland thereby. The Contractor may cancel this Contract upon the Town of Oakland's mutual written agreement and the Town of Oakland may postpone or cancel this Contract if subsequent funding is not available.

Section 20. WAIVER. A waiver of any particular provision of this Contract by the Town of Oakland shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the Town of Oakland from insisting on strict compliance with this Contract in other circumstances.

Section 21. RELATIONSHIP TO PARTIES. Nothing contained in this Contract shall be deemed or construed by the parties hereto or by a third party to create the relationship of principal and agent, employer and employee, or of partnership or joint venture or of any association whatsoever between the Town of Oakland and Contractor. It is being expressly understood and agreed that neither provisions contained in this agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of contracting parties.

Section 22. CONTENTS. This Contract consists of this contract document and the document titled "Exhibit 1".

Section 23. AGREEMENT RENEWAL. A Contract extension shall not be available for this Contract.

Section 24. PENALTY. The Town of Oakland reserves the right to assess a penalty in the amount of \$250.00 per calendar work day for failure to comply with the conditions of this Contract. This sum may be deducted from final Contractor payment. No premium will be awarded to the Contractor for delivery/performance in advance of the specified time.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the award date:

the _____ day of _____, 2020

TOWN OF OAKLAND

By: _____
(Date)

Town Chairman
(Title)

WITNESS:

Name: _____
(Date)

XXXXXX

(Street) Address

By: _____
(Contractor Signature) (Date)

(City, State, Zip Code) Address

(Print Name)

(Title)