

INVITATION TO BID

911 Dispatch Center - Modernization Project Door County Justice Center

Door County seeks to contract with a qualified contractor for the above project, which includes the removal and modernization of the Counsel Equipment and Interior flooring upgrades located in the Door County Justice Center in Sturgeon Bay, WI.

Specifications, instructions, and contract may be obtained online @ www.co.door.wi.gov or from Emergency Management Director Dan Kane (920)746-7195 or dkane@co.door.wi.us. Proposals must conform to the requirements of the specifications, instructions and contract.

Proposals must be submitted to and received by the Emergency Management Director's Office, Door County Justice Center, 1201 South Duluth Ave, Sturgeon Bay, Wisconsin, 54235 by 12:00 p.m. on Wednesday April 5, 2023 and will be publicly opened that day @ 1:00 p.m. in the Multipurpose Room #C185 .

INSTRUCTIONS

911 Dispatch Center - Modernization Project Door County Justice Center

Bids, *in duplicate*, must be sealed in an opaque envelope labeled "911 Dispatch Center - Modernization Project," and be received by the Emergency Management Office on or before 12:00pm on April 5, 2023.

Bids must set forth the scope of work to be completed and the qualifications of the individual or entity submitting the bid [hereinafter "bidder"]. Any deviation from the Specifications or these Instructions must be noted clearly and concisely. Legibility, clarity and completeness are essential.

Bids must be dated and signed by the bidder or by a duly authorized representative of the bidder. Bids must remain firm for a period of thirty (90) days beyond the date of bid opening.

Issuance of the Invitation to Bid does not confer any rights to any prospective bidder and does not obligate Door County to enter in to a Public Works Contract. Any costs associated with the preparation of a response to the Invitation to Bid shall be the sole responsibility of the bidder.

Door County will use discretion with regards to disclosure of proprietary information contained in any bid, but cannot guarantee that information will not be made public. As a governmental entity, Door County is subject to Wisconsin's Public Record Law. Any confidential or proprietary information should be clearly marked as such.

Once submitted, the bids and any supplementary documents become the property of Door County.

1. BID BOND:

Each bid must be accompanied by a certified check, cashier's check or a bid bond equal to at least 5% of the bid, payable to Door County as a guarantee that if the bid is accepted the bidder will execute a Public Works Contract and file a performance bond and insurance as required within thirty (30) days after award of the contract by Door County. If an intended awardee so executes the agreement and files bonds and insurance as required, the check or bid bond will be returned. In case the intended awardee fails to execute the contract and file bonds and insurance as required by the contract documents, the amount of the check or bid bond submitted with the proposal shall be forfeited as liquidated damages.

2. QUALIFICATIONS OF BIDDER:

Bidder shall be licensed, certified, accredited, and have all necessary qualifications to perform the work contemplated. Door County may investigate as it deems necessary to determine the ability of the bidder to perform the work. Door County reserves the right to reject any proposal if the bidder fails to satisfy Door County that the individual or entity is qualified to perform the work contemplated.

Door County may, in its sole discretion, require bidders to submit sworn statements as to financial ability, equipment, and experience in the work prescribed and other matters that Door County may require for the protection and welfare of the public in the performance of a public contract. Bidders offering bids are strongly encouraged to incorporate such information into their bids.

3. CONSIDERATION/AWARD OF CONTRACT:

Door County reserves the right to reject or accept any or all bids, or parts thereof, and/or waive technical defects and informalities.

Door County will consider all elements when determining the qualifications and responsibility of the bidder. The award of this contract shall be to the lowest qualified and responsible bidder offering a compliant proposal. A qualified and responsible bidder is one who is not only financially able, but who is possessed of the judgment, skill, ability, capacity, and integrity requisite and necessary to perform a public contract according to its terms.

Door County may supplement or change specifications during this process. Notice of supplementation or change shall be given through the issuance of an addendum. Any such addendum will be forwarded to all persons who have requested a bid packet or submitted a bid, and have provided contact information.

Door County or its designee may choose to conduct interviews of qualified and responsible bidders. Further, qualified and responsible bidders may be required to make presentations to Door County or its designee.

Door County reserves the right to negotiate deductive changes in the lowest qualified bid.

4. CONTRACT:

The successful bidder shall execute a Public Works Contract, substantially similar to the draft Public Works Contract included with the Instructions and Specifications, within thirty (30) days after notice of the award of the contract is given. The Invitation to Bid, Instructions, Specifications, and bid in their entirety form the primary basis of the contract.

Door County reserves the right to supplement the contract after bid consideration and award. County will *consider* supplemental contractual language submitted by the selected bidder.

5. LAWS AND REGULATIONS:

The successful individual or entity must be cognizant of and shall scrupulously adhere to all applicable federal, state, and municipal laws, orders, ordinances, regulations and rules. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

Bids, any award of contract, and work hereunder are at a minimum subject to Sections 59.52, 66.0901, 779.14, and 779.15, Wisconsin Statutes. Persons and entities submitting **bids** must be aware of and comply with all applicable statutory requirements.

This project constitutes a “public work” within meaning of the Wisconsin Statutes.

6. LATE PROPOSALS:

Proposals that are not timely received will not be considered. Late proposals will be returned, unopened, to the bidder.

7. INDIVIDUAL’S OR ENTITY’S CERTIFICATE

Each individual or entity shall incorporate and make a part of their proposal a sworn statement by the individual or entity that the individual or entity has: examined and carefully checked the Invitation to Bid, Instructions, Specifications, and Draft Public Works Contract; conducted a due diligence investigation; and offered a fully compliant bid proposal.



County of Door FACILITIES & PARKS DEPARTMENT

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

Wayne Spritka
Facilities & Parks Director
(920) 746-2211
Mobil 920-495-2131
wspritka@co.door.wi.us

SUBJECT: 911 Dispatch Center - Modernization Project - Door County Justice Center

DATE: February 17, 2023

1.0 SPECIFICATIONS

1.1 **WORK COVERED BY CONTRACT:** The contractor shall provide all labor, materials, equipment, transportation, and supervision necessary to perform the work as described herein. All work shall be conducted per this scope of work and all applicable Federal, State, and local laws, regulations, codes and directives. This summary is not all-inclusive and delineates only those work items deemed as major to the contract. Ancillary work items not listed below, though necessary to attain the completed project, shall be included in the contract.

1.2 **GENERAL:** The work involved includes: modernization of the 911 dispatch center control consoles, associated electrical connections, carpet removal and replacement as outlined in the Detail items of work. This is a capital budget replacement project designed to modernize the existing space.

1.3 Installation shall conform to manufactures requirements as to maintain all manufacture warrantee requirements. If waivers are required to provide installation of proposed units, contractors shall provide correspondence of waivers authorized within their proposal packet.

2.0 **SCOPE OF WORK:** General conditions are listed below.
Contractors are required to review the General conditions at an optional on site meeting. **March 22, 2023 -1:00 p.m.**

2.1 DETAIL ITEMS OF WORK:

Site address:

Door County Justice Center
1201S Duluth Ave
Sturgeon Bay, WI 54235

- Adjustable Height Workstations (4)
- Adjustable Keyboard surface
- Monitor surface capable of holding 6 (24 inch) monitors
- Exterior access CPU cabinets with venting
- Cable management system
- Attached peninsula with underneath 360 degree rotating storage

- Etched glass accent attached to one console
 - Storage cabinet space
 - New carpet covering approximately 1,000 sq ft
 - Removal and disposal of old carpet
 - Removal and disposal of old stations
 - Scope of work may not be all encompassing. Qualified Contractors are urged to complete the site visit and make proposals based on the intent of the project which is to modernize the existing system IAW all State and Federal requirements.
3. REGULATIONS: The Contractor, his employees, and sub-contractors shall become familiar with and obey all group regulations. All personnel employed on the project shall keep within the limits of the work and avenues of ingress and egress, and shall not enter any other areas outside the site of work unless required to do so in the performance of their duties. The Contractor's equipment shall be conspicuously marked for identification. There shall be no smoking in any County building.
 4. WORK HOURS: The Contractor shall perform all site work during the normal operational hours of 7:00 AM and 4:30 PM, Monday through Friday, except State Holiday. Any deviations from normal work hours will be at the discretion of the Facilities & Parks Director or Emergency Management Director.
 5. PERFORMANCE: All work shall be completed within 180 days of the notice to proceed.
 6. CLEANUP OF WORK AREAS: The Contractor shall remove and properly dispose of all trash and debris incident to the contract work from the limits of government property, as well as all adjacent affected areas. Remove and transport debris in a manner that will prevent spillage on streets or adjacent areas. Disposal shall be in accordance with Federal, state, and local regulations. Restore work site to a condition comparable or better than originally encountered prior to excavation.
 7. ACCEPTANCE OF WORK: Prior to the acceptance of work by the County, the Contractor shall arrange, through Facilities and Parks Director or their designee, an inspection of the work site to ensure proper operation, to identify necessary corrective work, and to ensure proper work area cleanup.

******* SUBMITTALS *******

1. GENERAL: The Contractor shall submit to the POC (2) copy of the Quotation, mill/manufacture's certification, descriptive literature, test results, and/or other information/documentation required by this specification and itemized.
2. DEFECTIVE WORK: Nothing contained in the Contract Item Approval Request, when approved by the Project Manager, shall restrict the Government's rights to reject materials at a later date where inspection reveals latent defects in all or individual items, departures from requirements of the contract, use of damaged articles or

materials, and improper installation; nor does this approval prejudice the Government's rights of rejecting any work found defective during the Final Inspection and Acceptance.

- 2.1 Proceeding with Contract work utilizing submittal items requiring Project Manager's approval or acceptance, prior to receiving said approval or acceptance, shall be at the Contractor's risk, and may jeopardize contract performance.

END OF SCOPE

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DOOR COUNTY PUBLIC WORKS CONTRACT

911 Dispatch Center - Modernization Project Door County Justice Center

In consideration of the mutual promises set forth below, the County of Door, a body corporate, ("Owner") and [REDACTED] ("Contractor") makes this contract as of the [REDACTED] day of [REDACTED] 2023, and agree as follows:

ARTICLE 1 - WORK

1.1 Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "work":

- A. Provide, perform, and complete all labor, services, equipment, and materials necessary to accomplish the project at the work site as set forth in the Request for Proposal, Instructions, Specifications, *and* Contractor's [REDACTED] bid proposal, all of which are attached hereto and incorporated herein by reference as if set forth in full.
- B. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection with the project.
- C. Procure and furnish all bonds and all certificates and policies of insurance specified in this contract.
- D. Do all other things required of Contractor by this contract.

1.2 If ambiguities or conflicts exist between the provisions of this Contract and any document incorporated by reference herein, an attempt should be made to reconcile the provisions to give effect to both if reasonably practicable. If not, then the provisions of this Contract control.

ARTICLE 2 - STANDARDS OF PERFORMANCE

2.1 Contractor shall provide, perform, and complete all work in a proper and workmanlike manner, consistent with the highest professional standards applicable to such work, with the greatest economy, efficiency, and expedition consistent therewith.

ARTICLE 3 - ABILITY TO PERFORM

3.1 Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform, and complete the work in full compliance with, and as required by or pursuant to this Contract.

3.2 Contractor warrants and represents that it is entitled to conduct business in Wisconsin, is financially solvent, and has the resources necessary to provide, perform, and complete the work in full compliance with, and as required by or pursuant to this contract.

ARTICLE 4 - TIME

4.1 Contractor represents and warrants that it is ready, willing, able, and prepared to begin the work on the commencement date and that the contract time is sufficient time to permit completion of the work in full compliance with, and as required by, this contract all with due regard to all natural and man-made conditions that may affect the work or the work site and all difficulties, hindrances, and delays that may be incident to the work.

4.2 Contractor shall commence the work not later than , 2023.

4.3 Contractor shall diligently and continuously prosecute the work at such a rate as will allow until the work is fully completed.

4.4 Time is of the essence as to commencement date, rate of progress, and completion date.

ARTICLE 5 - FINANCIAL ASSURANCES

5.1 Contemporaneous with Contractor's execution of this contract, Contractor shall provide a public works bond as provided in Section 779.14, Wisconsin Statutes. Contractor shall, at all times while providing, performing, or completing the work, maintain and keep in force, at Contractor's expense, any and all bonds required hereunder.

5.2 Contemporaneous with Contractor's execution of this contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in this contract. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Owner. Contractor shall, at all times while providing, performing, or completing the work maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in this contract. Owner shall be an additional named insured (insured for the additional named insured's conduct to the same extent as if the additional named insured was the policy holder) and an additional insured (insured for the additional insured's liability that arises from the conduct of the policy holder and is not insured for liability that arises from the conduct of the additional insured).

5.3 Contractor shall be responsible for the payment of all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public work in accordance with Section 779.14, Wisconsin Statutes.

5.4 Insurance Coverage:

- A. Workers Compensation and Employer's liability with limits in compliance with the applicable provisions of the laws of the State of Wisconsin.
- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented not less than: one hundred thousand dollars [\$100,000.00] bodily injury per person and three hundred thousand dollars [\$300,000.00] bodily injury per occurrence; and fifty thousand dollars [\$50,000.00] property damage per occurrence. All employees shall be included as insured.
- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than one million dollars [\$1,000,000.00] and compulsory coverages including bodily injury liability and property damage liability. Such coverage shall include blanket contractual liability (i.e., must expressly cover this project and the indemnity provisions of this Contract).

ARTICLE 6 - PAYMENT

- 6.1 Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Contract, and Contractor shall accept in full satisfaction for providing, performing, and completing the work, the amount(s) set forth in attached Contractor's Proposal, subject to any additions, deductions, or withholdings provided for in this contract. The contract price shall be paid in one lump sum payment.
- 6.2 Owner may make direct payment to subcontractors or suppliers or pay the Contractor with checks that are made payable to the Contractor and to one or more subcontractors or suppliers.
- 6.3 When the work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection. Contractor's notice of completion shall be given sufficiently in advance of the completion date to allow for scheduling of the final inspection and for completion or correction before the completion date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, non-conforming, incomplete, or otherwise not in full compliance with or as required by or pursuant to, this contract.
- 6.4 The work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this contract.
- 6.5 As soon as practicable after final acceptance, Contractor shall submit to Owner a pay request in a form acceptable to Owner. Owner shall pay to Contractor the contract price, after deducting therefrom all charges against Contractor as provided for in this contract. Final payment shall be made not later than sixty (60) days after Owner approves the final pay request.

6.6 The acceptance by Contractor of final payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liability, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the work.

ARTICLE 7 - DEDUCTIONS

7.1 Owner shall have the right to deduct and withhold from any progress or final payment that may be or become due under this contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to:

- A. work that is defective, damaged, flawed, unsuitable, non-conforming, or incomplete;
- B. damage for which Contractor is liable under this contract;
- C. state or local sales, use, or excise tax from which Owner is exempt;
- D. liens or claims of lien regardless of merit;
- E. claims of subcontractors, suppliers, or other persons regardless of merit;
- F. delay in the progress or completion of work;
- G. inability of Contractor to complete the work;
- H. failure of Contractor to properly complete or document any pay request;
- I. the cost to Owner (including attorneys' fees, disbursements, and costs) of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in this contract.

ARTICLE 8 - LIENS

8.1 Nothing in this contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this contract after they have been installed in, incorporated into, attached to, or affixed to, the work or the work site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner. Such shall not release Contractor from its duty to insure and protect the work in accordance with the requirements of this contract.

8.2 Contractor shall, from time to time and prior to final payment, furnish to Owner such waivers, receipts, releases, certificates, affidavits and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the work or this contract and that no right to file any lien exists in favor of any person whatsoever.

8.3 If at any time any notice of any lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such lien.

8.4 This article is for the protection of Owner only. This article shall not operate to relieve Contractor's surety or sureties from any of their obligations under this contract. This article shall not be deemed to vest any right, interest, or entitlement in any subcontractor or supplier.

ARTICLE 9 - SUBCONTRACTORS AND SUPPLIERS

9.1 Contractor shall perform the work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing.

9.2 All subcontractors, suppliers, and subcontract used by Contractor shall be acceptable to, and approved in advance by, Owner. All subcontractors or suppliers used by Contractor must agree to be bound by the terms, provisions and conditions of this contract so far as they are applicable to the work undertaken by the subcontractor or supplier. Owner's approval of any subcontractor or supplier shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the work in full compliance with, and as required by or pursuant to, this contract.

9.3 Contractor agrees, to the extent practicable, to maintain a list of all subcontractors , suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the contract.

9.4 If any subcontractor or supplier fails to perform the part of the work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such termination.

9.5 Contractor shall pay all claims for labor, services, or materials, by subcontractors and/or suppliers that pertain to the public improvement or public work.

9.6 Nothing in this contract shall be construed to create any contractual relationship between Owner and any subcontractor or supplier.

ARTICLE 10 - SUSPENSION OR TERMINATION OF WORK

10.1 Owner may terminate or suspend the work in whole or in part at any time, solely for the Owner's convenience, by written notice to Contractor. Such notice shall state the extent and effective date of such termination or suspension. On such effective date Contractor shall, as and to the extent directed, stop work under this contract, cease all placement of further

orders or subcontracts, terminate, or suspend work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be canceled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest.

- 10.2 In the event of any termination or suspension by Owner under this Article, Owner shall pay Contractor for all work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination or suspension.

ARTICLE 11 - INDEMNIFICATION

- 11.1 Contractor agrees that it shall protect, indemnify, and hold harmless the Owner and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the Contractor or the Contractor's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this contract.
- 11.2 Owner agrees that it shall protect, indemnify, and hold harmless the Contractor and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the Owner or the Owner's officers, officials, employees, and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this contract.
- 11.3 Nothing herein may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded the Owner.

ARTICLE 12 - LABOR STANDARDS

- 12.1 The Contractor shall comply with the applicable state and/or federal labor standards and shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith. This includes, but is not limited to, compliance with prevailing wage rates and hours of labor. Owner reserves the right to terminate this contract if Contractor, any subcontractor, or supplier breaches any of the applicable labor standards.

ARTICLE 13 - NON-DISCRIMINATION

- 13.1 During the term of this contract the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.

ARTICLE 14 - AFFIRMATIVE ACTION

14.1 During the term of this contract Contractor shall comply with all applicable affirmative action mandates.

ARTICLE 15 - EQUAL EMPLOYMENT

15.1 During the term of this contract Contractor shall comply with all applicable equal employment obligations.

ARTICLE 16 - PUBLIC RECORD REQUESTS

16.1 Contractor shall maintain records in connection with this contract in a manner sufficient to meet the requirements of the Wisconsin's Open Record Law ("WORLD") set forth in Section 19.31 - 19.39 Wis. Stats. Contractor shall assist Owner in complying with Public Record(s) Request(s) pursuant to Section 19.36(3) Wis. Stats.

ARTICLE 17 - SAFETY OF WORK SITE

17.1 Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the work site. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

ARTICLE 18 – CONTACT INFORMATION

18.1 Owner's contact information is: Wayne Spritka; Facilities & Parks Director; Door County Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin; Ph. 920.746.2211; wspritka@co.door.wi.us.

18.2 Contractors Information: _____, _____,
_____, _____ -Contractor's Representative.

ARTICLE 19 - DISPUTES AND REMEDIES

19.1 To avoid and settle without litigation Owner and Contractor agree to engage in good faith negotiations regarding any disputes that may arise.

19.2 If the dispute resolution procedure set forth in Article 19.1 fails to resolve any dispute to the satisfaction of Owner or Contractor, either party shall be entitled to pursue such remedies as it may have in law or equity.

ARTICLE 20 - GOVERNING LAWS/VENUE

- 20.1 This contract and the rights and obligation of Owner and Contractor under this contract shall be interpreted according to the laws of the State of Wisconsin.
- 20.2 Venue, as to any dispute that may arise under this contract, shall be in the Circuit Court, County of Door, State of Wisconsin. If federal jurisdiction, then the U.S. District Court, Eastern District of Wisconsin, Green Bay, Wisconsin.

ARTICLE 21 - RELATIONSHIP OF PARTIES

- 21.1 Contractor shall act as an independent contractor in providing and performing the work under this contract.
- 21.2 Nothing in, or done pursuant to, this contract shall be construed to create the relationship of principal and agent, partners, or a joint venture between Owner and Contractor.

ARTICLE 22 - ASSIGNMENT

- 22.1 Contractor shall not assign this contract in whole or in part.
- 22.2 Contractor shall not assign any of its rights or obligations under this contract.
- 22.3 Contractor shall not assign any payment due or to become due under this contract.

ARTICLE 23 - BINDING EFFECT

- 23.1 Owner and Contractor represent and warrant that it has carefully reviewed and fully understands this contract, including its attachments.
- 23.2 This contract shall be binding upon and shall inure to the benefit of Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

ARTICLE 24 - SEVERABILITY

- 24.1 The provisions of this contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole.
- 24.2 In the event any provision of this contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this contract shall be in any way affected thereby.

ARTICLE 25 - AMENDMENTS

25.1 No modification, addition, deletion, revision, alteration or other change to this contract shall be effective unless, and until such is reduced to writing and executed by Owner and Contractor.

Accepted and Agreed this _____ Day of _____, 2023.

_____, Duly Authorized Signatory for _____. (“Contractor”)

Accepted and Agreed this _____ Day of _____, 2023.

Wayne Spritka
Facilities and Parks Director

Accepted and Agreed this _____ Day of _____, 2023.

Ken Pabich
County Administrator

Approved as to Form this _____ Day of _____, 2023.

Sean Donohue
Corporation Counsel