

**WINNEBAGO COUNTY
PURCHASE OF SERVICES AGREEMENT**

**RE: Installation, Removal and Maintenance of
Navigation Aids – Winnebago County**

THIS AGREEMENT, made and entered into this ____ day of **February** **2020**, by and between Winnebago County (hereinafter referred to as "COUNTY", whether a department, board or agency thereof) and **Oshkosh Dock and Lift LLC**. (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS the COUNTY whose address is 112 Otter Street, Oshkosh, Wisconsin 54901 desires to purchase services from the CONTRACTOR for the purpose of **installing, removing and maintaining navigation aids in Winnebago County**; and

WHEREAS the CONTRACTOR whose address is **2962 Sunset Point Lane, Oshkosh WI 54904**, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the CONTRACTOR do agree as follows:

1. TERM - In accordance with RFP #PK06-19, the agreement for the installation, maintenance and removal of navigation aids shall be for a term of approximately five (5) years between the COUNTY and the CONTRACTOR to which the term is mutually recognized to begin on March 1st, 2020 and hence scheduled to terminate on February 28th, 2025. A failure by the CONTRACTOR to complete its obligations under this agreement shall be deemed a violation of the agreement and shall allow the COUNTY to pursue such penalties

as set forth in the attached Scope of Services. The COUNTY shall not be liable for any services performed by CONTRACTOR other than during the term of this agreement.

2. **SERVICE TO BE PROVIDED** - CONTRACTOR agrees to provide the services detailed in RFP #PK06-19 and the attached Scope of Services. In the event of a conflict between or among the Scope of Services and the CONTRACTOR's contestation(s), it is agreed that the terms of the Scope of Services, to the extent of any conflict, will be controlling.

3. **ASSIGNMENT** - CONTRACTOR shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the Scope of Services.

4. **TERMINATION** - If through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this agreement, or if the CONTRACTOR shall violate any of the covenants or stipulations of this agreement, the COUNTY shall thereupon have the right to terminate this agreement by giving a thirty (30) day written notice to the CONTRACTOR of such termination and specifying the effective date thereof. There shall be no other termination or cancellation of this agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the Scope of Services.

5. **UNFINISHED WORK** - In the event the COUNTY exercises its unilateral right to terminate this agreement for cause in the manner provided for in paragraph 4 above, all finished or unfinished documents, services, papers, data, products, or the

like prepared, produced or made by the CONTRACTOR under this agreement shall at the option of the COUNTY become the property of the COUNTY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this agreement by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off.

6. FAILURE TO APPROPRIATE FUNDS - The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this agreement shall automatically terminate this agreement.

7. TERMS OF PAYMENT - Throughout the term of this agreement, the payment schedule shall be as follows:

- A. COUNTY will pay CONTRACTOR for installation of all the navigation aids the sum of **Twenty-Five Thousand Five Hundred & 00/100 dollars per year (\$25,500.00)** within thirty (30) days of receipt of CONTRACTOR'S invoice.
- B. COUNTY will pay CONTRACTOR for the removal of navigation aids the sum of **Twenty-Five Thousand Five Hundred & 00/100 dollars per year (\$25,500.00)** within thirty (30) days of receipt of CONTRACTOR'S invoice.
- C. COUNTY will pay CONTRACTOR for authorized navigation aid maintenance based on a rate of **Eighty & 00/100 dollars (\$80.00) per hour plus materials required** within thirty (30) days of receipt of CONTRACTOR'S

invoice.

- D. COUNTY will pay CONTRACTOR **Four Hundred & Twenty-Five 00/100 dollars (\$425.00)** for installation of each additional buoy over and above the existing 114 buoys; and COUNTY will pay CONTRACTOR **Four Hundred Twenty-Five & 00/100 dollars (\$425.00)** for removal of each additional buoy over and above the existing 114 buoys. CONTRACTOR shall place additional buoys only if approved by COUNTY. All maintenance work performed by CONTRACTOR must be approved by COUNTY prior to approval of invoice.

8. WISCONSIN LAW CONTROLLING - It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

9. ARBITRATION

A. This Agreement shall be covered by the laws of the State of Wisconsin.

B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties to this Agreement. In the event the parties proceed to arbitration, the following shall govern any such proceedings:

1. The American Arbitration Association shall submit a panel of five arbitrators to the parties. The

parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.

2. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
3. Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
4. Unless otherwise agreed by the parties, the arbitration hearing in this matter shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
5. That any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, related to the discovery procedure, including, but not limited to witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.
6. That the arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a

written decision which shall include written findings of fact and conclusions of law.

7. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

10. CONTRACTOR EFFICIENCY - CONTRACTOR shall commence, carry on and complete its obligations under this agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this agreement and all applicable laws. In providing services under this agreement, the CONTRACTOR agrees to cooperate with the various departments, agencies, employees and officers of the COUNTY.

11. The CONTRACTOR shall not subcontract any work pursuant to this Agreement without the prior written consent of COUNTY. CONTRACTOR shall maintain a written list of all subcontractors and suppliers performing labor or supplying materials under this Agreement and shall make the list available to COUNTY upon request. COUNTY, at its option, may make direct payments to subcontractors for services performed pursuant to this Agreement or, alternatively, may issue a two-party check to CONTRACTOR and his Subcontractors.

12. CONTRACTOR shall comply with any bonding requirements which may be applicable pursuant to Section 779.14(lm), Wisconsin Statutes.

13. CONTRACTOR shall pay all legitimate claims for labor performed and materials furnished, used or consumed in making any public improvement or performing any public work pursuant to this

Agreement. Failure to comply with this provision, if applicable, may subject CONTRACTOR to criminal penalties pursuant to Sections 779.16 and 943.20, Wisconsin Statutes.

14. CONTRACTOR EMPLOYEES - CONTRACTOR agrees to secure at CONTRACTOR's own expense all personnel necessary to carry out CONTRACTOR's obligations under this agreement. Such personnel shall not be deemed to be employees of the COUNTY nor have any direct contractual relationship with the COUNTY.

15. DELIVERY BY MAIL - Notices, bills, invoices and reports required by this agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

16. HOLD HARMLESS - CONTRACTOR agrees to at all times indemnify, save harmless and defend the COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the CONTRACTOR furnishing the services or goods required to be provided under this agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees or representatives.

17. INSURANCE

A. Prior to commencing work, CONTRACTOR shall, at its own cost and expense, furnish County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the state:

1. **Workers' Compensation** - statutory - in compliance with the Compensation law of the State and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
 2. **General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate, \$2,000,000 if explosion, underground or collapse involved, o r \$5,000,000 if Asbestos removing is involved combined single limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:
 - a. Premises - Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Broad Form Blanket Contractual
 - e. Personal Injury
 - f. Asbestos removing, if applicable
 3. **Professional Liability, if applicable,** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined single limit.
 4. **Automobile Liability** Insurance with a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury and property damage unless otherwise indicated. This insurance shall include bodily injury and property damage for the following coverages:
 - a. Owned Automobiles
 - b. Hired Automobiles
 - c. Non-Owned Automobiles
- B. The certificate shall list the Certificate Holder and Address as follows: Winnebago County, Attn: Insurance Administrator, 112 Otter Street, Oshkosh, WI 54903. The Winnebago County Department(s) involved shall be listed under "**Description of Operations**".
- C. Such insurance shall include under the General Liability and Automobile Liability Policies

Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as "Additional Insureds", as pertains to the negligence of the CONTRACTOR.

- D. Such Insurance Certificate shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to Winnebago County, Attention: Insurance Administrator, 112 Otter Street, Oshkosh, Wisconsin 54903. All such notices will name the CONTRACTOR and identify the Project.

All of the above coverages, limits and conditions above are required unless waived in writing by the County's Risk Manager.

18. LIMITATION EFFECT ON PAYMENTS BY COUNTY - In no event shall the making of any payment required by this agreement constitute or be construed as a waiver by the COUNTY of any breach of the covenants of this agreement or a waiver of any default of the CONTRACTOR and the making of any such payment by the COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of the COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

19. DISCRIMINATION - During the term of this agreement the CONTRACTOR agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for

employment, notices setting forth the provisions of this agreement as they relate to affirmative action and nondiscrimination.

20. AFFIRMATIVE ACTION - CONTRACTOR may be required to file an Affirmative Action Plan with the COUNTY if the CONTRACTOR receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth and CONTRACTOR has 10 or more employees. Such plan must be filed within fifteen (15) days of the effective date of this agreement and failure to do so by said date shall constitute grounds for immediate termination of this agreement by the COUNTY.

21. EQUAL OPPORTUNITY EMPLOYER - CONTRACTOR shall, in all solicitations for employment placed on CONTRACTOR's behalf, state that CONTRACTOR is an "Equal Opportunity Employer."

22. COMPLIANCE INFORMATION - CONTRACTOR agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.

23. CONTRACTOR'S LEGAL STATUS - CONTRACTOR warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of CONTRACTOR's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this agreement CONTRACTOR shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and CONTRACTOR's legal status.

24. ENTIRE AGREEMENT - The entire agreement of the parties is

contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

25. COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW CONTRACTOR understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), COUNTY may be obligated to produce to a third party the records of a CONTRACTOR that are "produced or collected" by the CONTRACTOR under this agreement ("Records"). CONTRACTOR is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and CONTRACTOR acknowledges that it has read and understands that definition. Notwithstanding any other term of this agreement, CONTRACTOR is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to COUNTY if, in COUNTY's determination, COUNTY is required to produce the records to a third party in response to a public records request. CONTRACTOR's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and CONTRACTOR must defend and hold COUNTY harmless from liability due such breach.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this agreement and its schedules and attachments as of the day and date first set forth above.

FOR THE CONTRACTOR:

FOR THE COUNTY:

Brett Gelbach
Manager

Mark Harris
County Executive

Susan Ertmer, County Clerk

SCOPE OF SERVICES NAVIGATION AIDS

Exhibit A

I. Project Description

The following Scope of Services shall apply to the 2020-2024 installation, maintenance and removal of County's navigation aids within the boundaries of Winnebago County in the following bodies of water: Mouth of the Wolf River, Lake Winneconne, Lake Poygan, Lake Butte des Morts, Lake Winnebago, Neenah Harbor, Menasha Channel, and Little Lake Butte des Morts.

Installation, maintenance, and removal of navigation aids over a waterway system as extensive as the Winnebago Pool, with its associated lakes and rivers, is a major project that neither Winnebago County nor the Contractor can take lightly. The safety of the boating public depends on timely and accurate buoy installation and prompt response to maintenance concerns. The 30+ miles of buoy marked waters requires that the Contractor provide equipment and personnel able to cope with the currents and fetch that often present less than ideal working conditions.

II. Installation of Navigation Aids

- A. Winnebago County shall supply all the navigation aids for which it has received recognized permitting for within the waterway system recognized as the Lake Winnebago Pool. At the current time there are one hundred and fourteen (114) County owned removable buoys in the system as well as one permanent marker that, for purposes of this contract, shall be considered an item to be maintained in accordance with the provisions hereafter described in under **Item III – Maintenance of Navigation Aids** of this Scope of Services. Separate from the inventory of buoys the County provides storage for at its Black Wolf and Grundman boat landing properties, the remaining inventory of non-lighted nun and can buoys are made available at a water accessible drop point owned by the Village of Winneconne just north of the Village's public launch ramp.
- B. In the event the above-named drop point is discontinued as a location(s) at which buoys can be stored, it shall be incumbent upon the Contractor to secure a new location at no charge to the County at which to house the applicable buoy inventory for the remaining term of the contract. Further, the County shall not be responsible for reimbursement of costs associated with either the Contractor's transport of said buoys or any related lease payment(s) required for storage of said buoys. In the event the Contractor enters into a lease arrangement or provides for storage of the buoy inventory on its own property, with the exception of year 2020, by January 8th of each subsequent year of the contract, it shall be incumbent upon the Contractor to provide the County with documented evidence of a binding agreement indicating that storage of the aforementioned inventory shall remain permissible at each applicable storage site for a period up to and including March 31st of the following year. Said agreement shall also be required for the period extending beyond December 31, 2024 up to and including March 31, 2025. Unless other arrangements have been agreed upon

between the County, the Contractor, and/or the aforementioned lessor, upon expiration or termination of the Navigation Aids contract the County shall be responsible for removal of the buoys by the 1st day of April of the calendar year subsequent to the year in which the contract expired or was terminated. Said removal shall be performed at County's expense.

- C. All buoys ordered for replacement and/or inventory purposes shall be shipped unassembled directly to the Contractor. It shall be the responsibility of the Contractor to assemble and deliver the buoys to the drop points or retain them until installation is required.
- D. The Contractor shall be responsible for placing the navigation aids in the proper location utilizing WAAS. Contractor may also utilize sextants; pole soundings or other equipment as may be required to ensure proper placement. In no case shall the margin of error in placement exceed 3 meters.
 - 1. Maps are included in this contract showing the location and types of buoys throughout the system. These maps are to be used for informational purposes only (see Exhibit B).
 - 2. GPS readings corresponding to the approximate buoy locations on the maps shall be used by the Contractor as the primary criteria in establishing buoy locations unless directed otherwise by Winnebago County (see Exhibit B).
- E. All buoys shall be correctly marked and installed according to current applicable regulations and requirements of the Department of Natural Resources.
- F. The Contractor shall be responsible for supplying all chain, sinkers (weights), swivels and shackles necessary for proper installation of the buoys. Charges for replacement or new hardware shall be billed out as a maintenance item and should not be included in the price proposal for installation of navigation aids.
- G. With the exception of any buoys to be added to the system by the County's initiative, Contractor shall be responsible for securing all necessary permits required for the project from various governmental agencies and shall be responsible for payment in full of all fees associated with the permits. All buoys currently in the system have been permitted by the Department of Natural Resources.
- H. Buoys shall be placed throughout the system anytime during the four-week period prior to the formal opening of the navigation season. All buoys must be in place and functional by that date. Contractor shall verbally notify the Parks Department no later than three (3) days after the marking is completed that all buoys are installed and fully functional or, if the all buoys are not in place, provide a detail report as to the current state of the buoy installation process.
- I. Contractor shall submit invoices for installation work no later than 30 days after completion of work.

III. **Maintenance of Navigation Aids**

- A. Contractor shall be responsible for maintenance of all navigation aids specified in this Scope of Services. The Contractor shall be obligated to address both boating season maintenance and maintenance during the storage season. Maintenance may be defined as the Contractor's responsibility to repair or replace any part, device or component which is damaged, missing or faulty on any of the navigation aids placed in the Winnebago waterways system or to relocate or reinstall any buoy which has moved from its original location or at the direction of the Parks Department. Further, it shall be incumbent upon the Contractor to both maintain and update as required, the specific array of markings unique to each respective buoy type within the County's inventory according to DNR specified regulations.
- B. On or about March 8th of each year over the term of the contract, the Contractor shall be responsible for providing the Parks Department with a written list of materials and/or replacement parts required to service and make fully functional the entire buoy inventory. Upon receipt of the list the Parks Department shall arrange to make available to the Contractor the materials and/or parts indicated on the list. The Parks Department shall supply said materials and/or replacement parts on or about April 12th of each year over the term of the agreement, unless extenuating circumstances arise dealing with the availability and/or delivery of an item. Areas of the navigational aids inventory where a materials and/or replacement parts needs list shall apply include but are not limited to:
1. Replacement NUNS and CANS, non-lighted and lighted.
 2. Replacement buoy light lenses (red, green or clear).
 3. Replacement buoy light bulbs.
 4. Replacement solar panels.
 5. Replacement buoy light stand-by bulbs.
 6. Replacement light assemblies.
 7. Replacement batteries for lighted buoys.
 8. Replacement specialty buoys.

While the navigational aids are deployed the Contractor shall maintain a complete inventory listing of materials and/or parts. As the inventory is utilized, the Contractor shall notify the Parks Department as to what type and quantity has been used of each item so that the County can re-order the necessary items in a timely manner.

- C. The Contractor shall be responsible for providing all the equipment necessary to perform buoy maintenance (other than listed above), as well as providing the following hardware:
1. Chain
 2. Sinkers (buoy weights)
 3. Swivels
 4. Hackles
- D. The Contractor shall be required to supply a secure facility with sufficient capacity for conducting simultaneous repairs and maintenance of any combination of items within the navigational aids inventory. Said activities shall include the storage and preparation

of at least twenty-five (25) buoy battery packs as well as the ability to construct and house an adequate supply of buoy weights.

- E. The Contractor shall be required to repair and/or reposition any buoy for which a notice has been issued either by the County Parks Department or by County law enforcement personnel. Said repair and/or repositioning shall be required to take place within 72 hours of the Contractor's being contacted by an authorized representative of the aforementioned agencies. In the event the general public notifies the Contractor, the Contractor shall thereafter immediately notify the Parks Department in order to receive approval to proceed with the repair and/or repositioning work and such notification shall entail activation of the 72-hour period in which the applicable work is to be performed. Given the County's discretion, the County may permit that some allowance be granted the Contractor regarding the aforementioned 72-hour period conditional upon the Contractor providing specific evidence to the County that implementation of said work would present a hazard to the public and/or the Contractor's employees and/or equipment. Consideration for granting such allowance(s) shall be conducted on a case-by-case basis and each time the Contractor shall be required to provide a written statement explaining the anticipated delay to the Parks Director or his designee. Submittal of said statement shall be required a minimum of 12 hours prior to expiration of the aforementioned 72-hour period.
- F. Any repair and/or buoy repositioning notices required pursuant to the contract shall be considered provided at the time of contact when verbal or written notification of the need to repair and/or reposition a buoy(s) has been delivered to the Contractor by an authorized representative of the County Parks Department or County law enforcement agency; voicemail and e-mail messaging transmitted to the Contractor shall be included as a recognized means for communicating the need for repair and/or repositioning of a buoy(s). Further, in conjunction with the billing process associated with such repair and/or repositioning activities, the Contractor shall be responsible for including on each corresponding invoice the name of the individual who provided the repair and/or repositioning notice as well as the date and time such notice was given. Each repair and/or repositioning job shall be itemized at the time of invoicing.
- G. The Contractor shall be required to keep a buoy maintenance log and shall allow, upon request of the Parks Department, an inspection of the original log at the Contractor's place of business. The Contractor shall also be obligated to furnish a copy of the original log if requested by the Parks Department. At a minimum, the log shall include the following information:
1. Date and time of call-in or contact reporting buoy problem.
 2. Name and phone number of persons calling in or making contact.
 3. Date and time Contractors employee are dispatched to repair work.
 4. Location and description of problem including the buoy number.
 5. Action taken to correct the problem.
 6. Time and employees involved.
 7. Materials used or furnished.
- H. The Contractor shall be required to perform two (2) on-the-water inspections of all the navigation aids, to be billed at the hourly rate proposed for maintenance. Inspections

shall take place in mid-June and early-August. Contractor shall record the date and times of said inspections and any problems noted. All problems relative to each individual buoy shall be corrected within 24 hours of the inspection.

- I. The Contractor shall maintain banks of fully charged batteries for the lighted buoys at its place of business. Batteries shall be replaced in the light assemblies of buoys that are on location as needed or as requested by the Parks Department or County law enforcement personnel. In any case, the batteries in all lighted buoys shall be replaced as close as possible, but prior to, Memorial Day, July 4th, and Labor Day of each year over the term of the contract.
- J. Contractor shall submit invoices for maintenance work on a monthly basis and shall have final invoicing complete and submitted on or about December 1st of each year over the term of the contract.

IV. ***Removal of Navigation Aids***

- A. The Contractor shall be responsible for removal of all navigation aids covered by this contract within four (4) weeks following the formal closing of the navigation season provided through the annual pronouncement made and disseminated by the East Central Wisconsin Regional Planning Commission.
- B. As a process in removal of the County's navigation aids the Contractor shall place a portion of the buoy inventory at the drop point cited in **Section II-Installation of Navigation Aids**. A suggested grouping of buoys to be relocated at the aforementioned drop points is as follows:
 - 1. **Winneconne:** Buoys west of the Highway 41 Bridge through Lake Butte des Morts, Lake Winneconne, Lake Poygan and the mouth of the Wolf River.
 - 2. **Grundman Boat Landing property:** Buoys located in Lake Winnebago north of the landing including the Neenah Harbor, the Menasha Channel and all buoys in Little Lake Butte des Morts.
- C. Contractor shall inspect buoys at the time of removal and storage, and shall report in writing to the Parks Department the condition of the buoys no later than one (1) week after completing removal of the entire buoy inventory.
- D. All lamp assemblies and batteries from lighted buoys shall be removed from the entire buoy inventory and securely stored by the Contractor at its place of business. In the event the contract has either expired or has been terminated, the Contractor shall notify the Parks Department when the aforementioned lamp assemblies and batteries may be picked-up by the Parks Department and the Parks Department shall be obligated to pick-up said items a minimum of thirty (30) days following such notification unless other storage arrangements have been agreed to between the Contractor and County. The Contractor shall not apply storage charges to the County unless the conditions for such storage charges have been agreed upon in written form between the Contractor and County at the time of expiration or termination of the contract.

- E. Contractor shall submit invoices for removal work no later than December 1st of each year over the term of the contract.

V. *Performance Bond*

- A. The Contractor shall maintain a performance bond in the amount of 100% of the contract with a surety duly authorized to and licensed to do business in the State of Wisconsin for use and benefit of claimants for the term of the contract. The amount of the contract shall be the lump sum total for installations (\$127,500.00) plus the lump sum total for removals (\$127,500.00) plus an allowance (\$40,000.00) for maintenance activities. Maintenance payment is an estimate on the five prior year maintenance charges. The total performance bond shall be in the amount of \$295,000.00.
- B. If the Contractor fails to perform any required tasks within the time frame required herein, the County has the option to call in an alternate Contractor to perform the work on an emergency basis. The difference between the awarded Contractor's rates and the alternate Contractor's rates would be retained from the performance bond. The remaining term of the contract can be terminated for any breach of contract.