

## CONTRACT

### Section 23.41 Wisconsin Statutes

State of Wisconsin  
Department of Natural Resources  
Bureau for Remediation and Redevelopment  
Fiscal and Program Evaluation Section  
Madison, Wisconsin

Project No.: 2020PortageSeg2  
Contract No.: \_\_\_\_\_

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of May, 2020, by and between *Wisconsin Department of Natural Resources*, herein called the "Department", and ENTACT, LLC, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Contractor hereby agrees with the Department, to commence and complete the Portage Canal Segment 2, Contaminated Sediment Remediation construction project, herein contained in the Contract Documents prepared by Anchor QEA, LLC, entitled "Contract Documents for the Portage Canal Segment 2, City of Portage, Columbia County, Wisconsin" hereinafter called the "Project",

For a maximum agreed amount NOT TO EXCEED of Seven Million Four Hundred Forty-Four Thousand Sixty-Five Dollars and Seventy-two Cents (write out), \$7,444,065.72,

and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at the Contractor's own proper cost and expense to do all the work and furnish all materials, supplies, machinery, equipment, tools, labor, transportation, insurance, and other accessories and services necessary to complete the said project to the extent of the Bids made by the Contractor, dated the 13<sup>th</sup> day of February, 2020, and as revised by the contractor on 4/13/2020 through submission of their revised and final Unit Price Schedule, all in full compliance with the Contract Documents referred to herein.

For administrative purposes a contingency fund of \$350,000 (Three-Hundred Fifty Thousand, Dollars) is approved for use on this project. The contingency fund may be used only with the prior approval of the Department and at the sole discretion of the Department. This contingency fund is not a part of the maximum NOT TO EXCEED amount agreed upon.

### 1. CONTRACT DOCUMENTS

The Contract Documents include; the Bidding Requirements, the signed copy of the Bid, Conditions of the Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the Specifications as prepared by the Engineer and as enumerated in the Table of Contents, along with updates to the contractors response, revisions to the project specifications and the Revised Unit Price Schedule as contained in the following emails and letters:

- Mark Lewis, 3/2/2020 Portage Canal Segment 2 – ENTACT Bid Review – Post Call Deliverables
- Mark Lewis, 3/6/2020 Portage Canal Segment 2 – ENTACT Bid Review – Post Call Deliverables
- Kim Powell, 3/12/2020 Updated Contract Drawings
- Brian Osborne, 3/19/2020 Portage Canal (CPR Watertown 177) – Canadian Pacific access concurrence
- Mark Lewis, 3/23/2020 Portage Canal – Revised Schedule
- Scott Inman, 3/31//2020 Portage Canal Segment 2 Contract Updates letter
- Mark Lewis, 4/13/2020, Email and Final Bid Form
- Scott Inman, 4/17/2020, Email

- Scott Inman, 5/6/2020, Final Contract
- Scott Inman, 5/6/2020, Division 0 Specification Final

All of these items are made a part of this document and collectively evidence and constitute the contract.

2. PAYMENTS

In consideration of the performance of work set forth in these Contract Documents, the Department agrees to pay the Contractor in current funds the amount stated above for the performance of the contract subject to additions and deductions in accordance with the Contract Documents and to make payments on account thereof as provided in the Contract Documents.

3. CONTRACT COMPLETION TIME

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the Bid. It is agreed that the time limit for completion of the Contract, based upon the Bid, shall be as stated in the Bid. The completion date shall be established in the Notice to Proceed.

4. WARRANTY

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and that workmanship performed under this Contract for a period of 1 year after the date of acceptance of the work by the Department, and further agrees to indemnify and save the Department harmless from any costs encountered in remedying such defects.

5. LIQUIDATED DAMAGES

In the event that the Contractor fails to complete the work within the time limits or the extended time limits agreed upon, as more particularly set forth in the Contract Documents, Liquidated Damages shall be paid to the Department at the rate of \$1,000 per calendar day until the work is completed as provided by the Contract Documents. This right is in addition to any other rights and remedies provided by law or under this Contract.

IN WITNESS WHEREOF, we the parties hereto, each herewith subscribe the same.

ATTEST:

State of Wisconsin

BY: DocuSigned by: Tony Evans  
Governor, State of Wisconsin

Wisconsin Department of Natural Resources  
(Department)

BY: DocuSigned by: Beth Bier  
Secretary

Contractor

By: \_\_\_\_\_  
(Corporate Secretary)\*

ENTACT, LLC

Andrew J. Kavan  
(President, Partner or Individual)

St. Ann  
(Witness)

1 E. Oak Hill Drive – Westmont, IL 60559  
(Address and Zip Code)

This contract is not valid or effective for any purpose until approved by the appropriate authority designated, and no work is authorized until the Contractor has been given notice to proceed by the Wisconsin "Department" of Natural Resources.

\* If signatory is a corporation, Secretary of corporation shall attest, otherwise leave blank.