

**VILLAGE OF HARRISON  
INVITATION FOR BID  
FOR  
VILLAGE HALL MONUMENT SIGN REPLACEMENT  
AND  
HARRISON UTILITIES MONUMENT SIGN INSTALLATION**



**DUE DATE: JANUARY 19, 2024 at 1:30 PM Local Time**

**VILLAGE OF HARRISON**  
**INVITATION FOR BID**

**Information to Bidders:**

Notice is hereby given that the Village of Harrison will receive sealed bids in the office of the Assistant Village Manager/Planner, Village Hall, W5298 State Hwy 114, Harrison, WI 54952, by 1:30 PM local time on January 19, 2024, for the project hereinafter referred to as:

**Project Name: MONUMENT SIGN INSTALLATIONS AT VILLAGE OF HARRISON VILLAGE HALL AND HARRISON UTILITIES**

The Village of Harrison is seeking bids for the fabrication and installation of two monument signs that will replace the Village Hall sign and installation of a new Harrison Utilities sign. The Village Hall sign will include a 29" x 87" Electronic Message Center. The Village Hall sign and the Harrison Utilities sign will consist of a completely new sign foundation, base and sign.

**Bid Due:** January 19, 2024, by 1:30 PM local time. At the said time all bids will be opened and publicly read aloud. The Village of Harrison must receive bids no later than the specified time and date. Bids received after such time will be returned unopened. Responses may be mailed, or hand delivered. Bids sent via email will not be accepted. Bids are valid for 60 days after the due date. The Village reserves the right to request further extensions if necessary.

Bid documents may be viewed on the Village website at [www.Harrison-wi.org](http://www.Harrison-wi.org). You may also request a copy in writing to the Assistant Village Manager/Planner at [development@harrison-wi.org](mailto:development@harrison-wi.org). The Bid will include two-line items, one for the Village Hall sign and one for Harrison Utilities sign. The Village may or may not choose to procure both or one of the signs depending on cost.

Each Bidder is required to file its bid based on the due date. Before a contract will be awarded to the lowest, responsive, responsible bidder for the option the Village chooses, the Village will conduct such an investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the sign and type of work specified under this contract. Upon request, the Bidder shall submit additional information as deemed necessary by the Village to evaluate the Bidder's qualifications.

For questions regarding the bid, please feel free to contact Chad Pelishek ([cpelishek@harrison-wi.org](mailto:cpelishek@harrison-wi.org)).

Chad Pelishek  
Assistant Village Manager  
Village of Harrison

Publish 1/4/24 and 1/11/24

## Specifications:

**OVERVIEW AND PURPOSE:** The Village of Harrison is seeking bids for the fabrication and installation of two monument signs that will replace the Village Hall sign and install a new Harrison Utilities sign. The Village Hall sign will include a 29" x 87" Electronic Message Center on a new base and cabinet sign. The Harrison Utilities sign will consist of a completely new sign base and sign and costs to get electric to the sign from the building/existing light pole.

**CONTRACT TERM AND PRICE CONDITIONS:** The initial term will cover the purchase of the equipment and installation listed in the Invitation for Bid ("IFB"). Pricing shall be firm and fixed for the term of the initial contract.

**SCOPE OF WORK:** As requested by the Village of Harrison, this IFB has been issued for the sole purpose and intent of obtaining bid responses from responsive and responsible bidders.

EACH BID shall constitute an offer to the Village of Harrison as outlined herein. Bid prices will include all costs associated with the performance of the contract such as sales tax, permits, fabrication, insurance, shipping, handling, freight charges, installation, training, etc.

**ALTERNATIVE PRODUCTS:** The Village of Harrison will consider pricing for alternative materials of similar quality.

**SPECIFICATIONS:** The Village of Harrison reserves the right to determine which specific items on any specification requirements require strict adherence, or are most important, and those that are not, or requiring a lesser degree of importance. Such determination can and will be a basis for evaluating, recommending, and making award. The low bid for the option of the Village's choosing most closely meeting specifications is usually the bid given the award.

### **TENTATIVE SCHEDULE OF EVENTS:**

IFB issued January 4, 2024

Bids due January 19, 2024 at 1:30 PM Local Time

Village Board Consideration of Award: January 30, 2024

**QUESTIONS REGARDING THIS IFB:** ALL questions or alternates must be submitted via e-mail. Any questions and answers along with the determination of substitutions will be posted as a bid addendum on the Village of Harrison website. Questions regarding the scope of work or evaluation process must be submitted in writing or e-mail and should be addressed to Chad Pelishek, Assistant Village Manager/Planner at [cpelishek@harrison.org](mailto:cpelishek@harrison.org).

**DISTRIBUTION OF BID DOCUMENT AND ADDENDA:** This IFB can be downloaded directly from the Village of Harrison's website at [www.harrison-wi.org](http://www.harrison-wi.org).

**BID PREPARATION:** Firms submitting bids shall be responsible for any and all costs and/or expenses associated with preparing such proposal.

**SUBMISSION OF BID PROPOSALS:** All bid proposals must be received no later than 1:30 PM Local Time on January 19, 2024. Bids must be signed by an authorized company representative and submitted in a sealed envelope. Bids must be addressed to: Assistant Village Manager/Planner, W5298 State Hwy 114, Harrison, WI 54952 is the responsibility of the supplier to be sure the proposals are sent sufficiently ahead of time to be received no later than 1:30 PM on January 19, 2024. Proposals received after the deadline will not be considered for award of contract.

**EVALUATION PROCESS:** This is an Invitation for Bids for specific items and our intent is to award the contract to the responsible supplier that submits the lowest responsive bid for the option the Village chooses to purchase.

**COMPLIANCE WITH LAWS:** The supplier shall comply with all applicable federal, state, and local laws, rules, and regulations affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

**GENERAL BID INFORMATION:** Submission of the proposal will signify the firm's agreement that its proposal and the content thereof are valid for 60 days following the submission deadline and will become part of the contract that is negotiated between the Village and the successful firm.

**NON-DISCRIMINATION:** The Village of Harrison requires that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, including in consideration for an award pursuant to this advertisement, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental or physical disability. The Village of Harrison further assures that every effort will be made to ensure non-discrimination in all its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the firm ultimately awarded a contract must comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

## GENERAL SPECIFICATIONS

### MONUMENT SIGN INSTALLATIONS

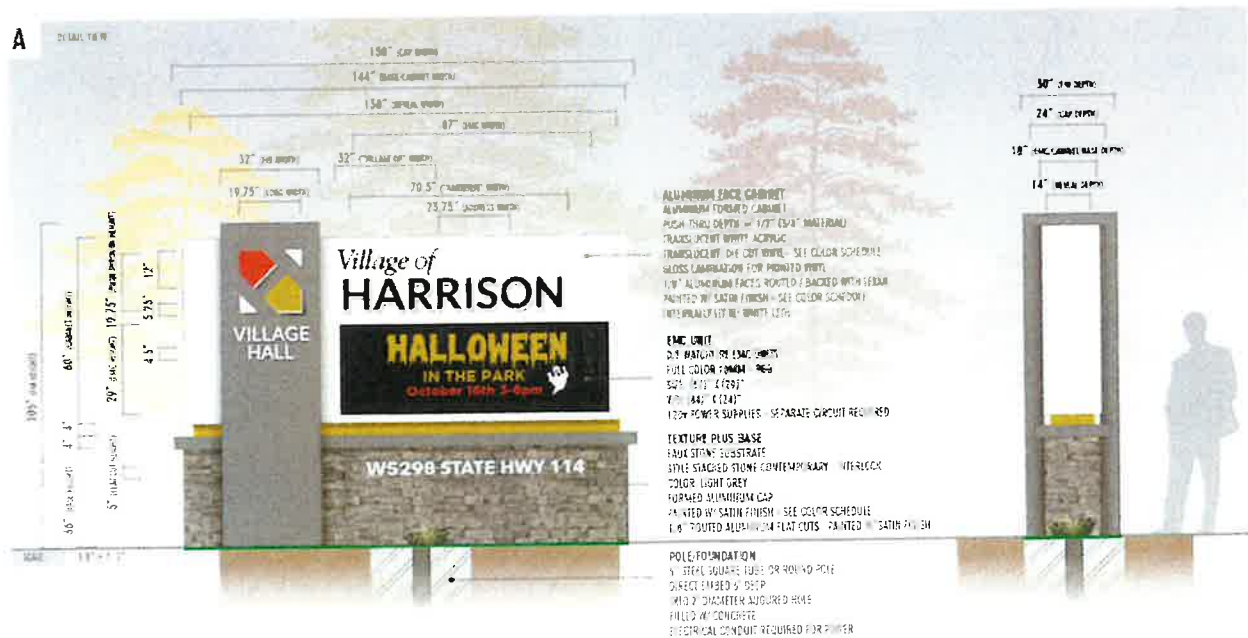
The Village of Harrison is seeking bids for the fabrication and installation of two monument signs that will replace the Village Hall sign and install a new Harrison Utilities sign. The Village Hall sign will include a 29" x 87" Electronic Message Center on a new base and cabinet sign. The Harrison Utilities sign will consist of a completely new sign base and sign and costs to get electric to the sign from the building/existing light pole.

#### Village Hall Sign Replacement at W5298 State Hwy 114, Menasha, WI 54952

Existing Sign: Village staff to remove existing sign.

New Sign (Note location of sign will be changed based on attached map)

- Overall Size: 105" high by 150" wide
- Base height: shall be 36" of faux stone substrate
- 29" x 87" Electronic Message Center (EMC)- Watchfire Full Color 10MM-RGB
- Cabinet: Aluminum face cabinet with push through letters
- Electrical: Extension of required electrical line from Public Works building to sign



**Note: full-size drawings available in Exhibit A.**

# Harrison Utilities Sign Installation at N8722 Lake Park Road, Menasha, WI 54952

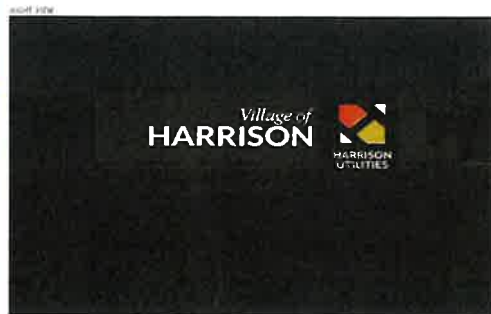
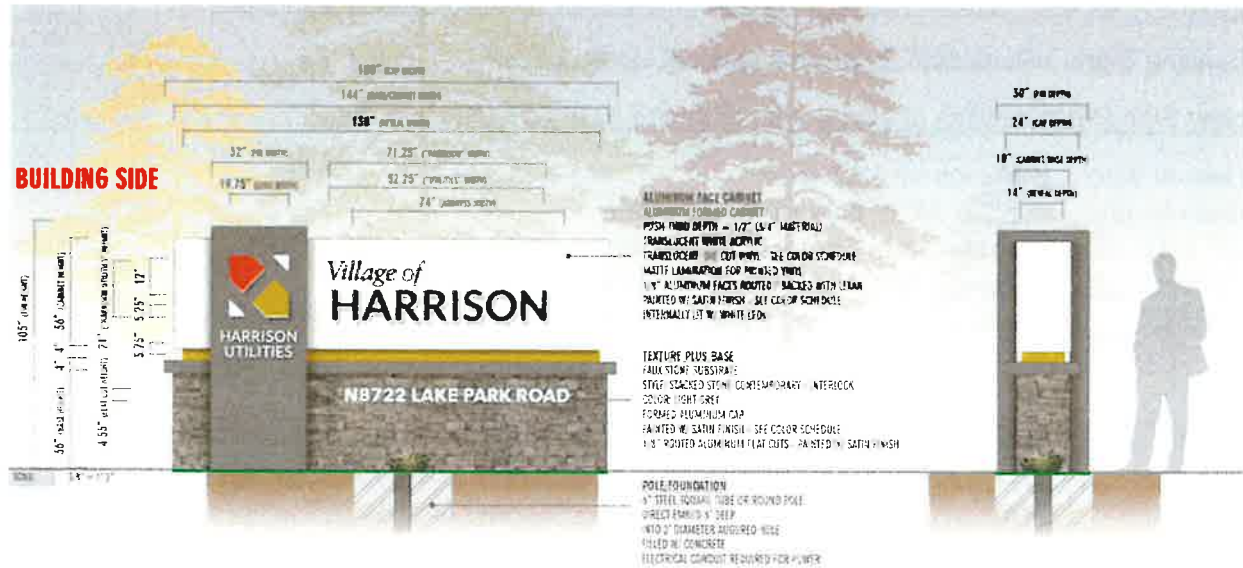
## New Sign

Overall Size: 105" high by 150" wide

Base Height: shall be 36" of faux stone substrate

Cabinet: Aluminum formed cabinet with push through letters

Electrical: Extension of required electrical line from a light pole in the parking lot.



**Price Proposal Form  
Monument Sign Installations  
Invitation For Bids**

**Bidder shall submit one original sealed bid.** If Bidder wishes to submit alternate bids, copy the appropriate bid pages and submit alternate bids.

We agree to furnish the following items:

ITEM NO. 1: Village Hall Monument Sign including foundation, base, cabinet and electronic message center, electrical and all associated work items  
LUMP SUM BASE BID \$ \_\_\_\_\_

Written: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

Make of Electronic Message Center: \_\_\_\_\_

ITEM NO. 2 Harrison Utilities Sign including foundation, base, cabinet, electrical and all associated work items.  
LUMP SUM BASE BID \$ \_\_\_\_\_

Written: \_\_\_\_\_ Dollar and \_\_\_\_\_ Cents

Acknowledgement of Addendum(s)

Addendum \_\_\_\_\_ Date Issued \_\_\_\_\_

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT A: SIGN DRAWINGS**



150" (CAP WIDTH)

144" (BASE/CABINET WIDTH)

138" (RETRAL WIDTH)

87" (EMC WIDTH)

32" (VILLAGE OF WIDTH)

70.5" ("HARRISON" WIDTH)

23.75" (ADDRESS WIDTH)

32" (FIN WIDTH)

19.75" (LOGO WIDTH)

29" (EMC HEIGHT) 19.75" (PUSH THROUGH HEIGHT)

4.5" 5.25" 12"

5" (PUSH CUT HEIGHT)

1'-0"

Village of  
**HARRISON**

**HALLOWEEN**  
IN THE PARK  
October 16th 3-6pm

  
VILLAGE  
HALL

W5298 STATE HWY 114

ALUMINUM FACE CABINET

ALUMINUM FORMED CABINET

PUSH-THRU DEPTH = 17" (3/4" MATERIAL)

TRANSLUCENT WHITE ACRYLIC

TRANSLUCENT DIE CUT VINYL - SEE COLOR SCHEDULE

GLOSS LAMINATION FOR PRINTED VINYL

1/8" ALUMINUM FACES ROUTED / BACKED WITH LEAN

PAINTED W/ SATIN FINISH - SEE COLOR SCHEDULE

INTERNALLY LIT W/ WHITE LEDs

EMC UNIT

D/F WATCHFIRE EMC UNITS

FULL COLOR 10MM - RGB

SIZE: (87)" X (79)"

V/O: (84)" X (24)"

120v POWER SUPPLIES - SEPARATE CIRCUIT REQUIRED

TEXTURE PLUS BASE

FAUX STONE SUBSTRATE

STYLE: STACKED STONE CONTEMPORARY - INTERLOCK

COLOR: LIGHT GREY

FORMED ALUMINUM CAP

PAINTED W/ SATIN FINISH - SEE COLOR SCHEDULE

1-8" ROUTED ALUMINUM FLAT CUTS - PAINTED W/ SATIN FINISH

POLE/FOUNDATION

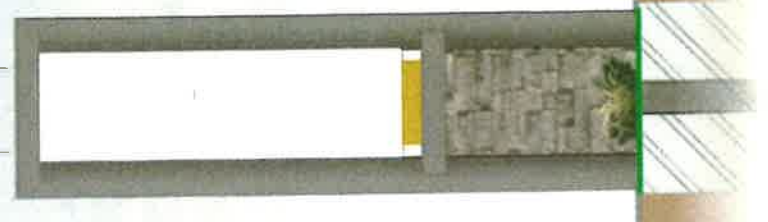
6" STEEL SQUARE TUBE OR ROUND POLE

DIRECT EMBED 6" DEEP

INFO 2" DIAMETER AUGURED HOLE

FILLED W/ CONCRETE

ELECTRICAL CONDUIT REQUIRED FOR POWER



LOCATION VIEW



SCALE: 3/8" = 1' 0"

EXISTING VIEW



NIGHT VIEW





**SIGN LOCATION MAP**

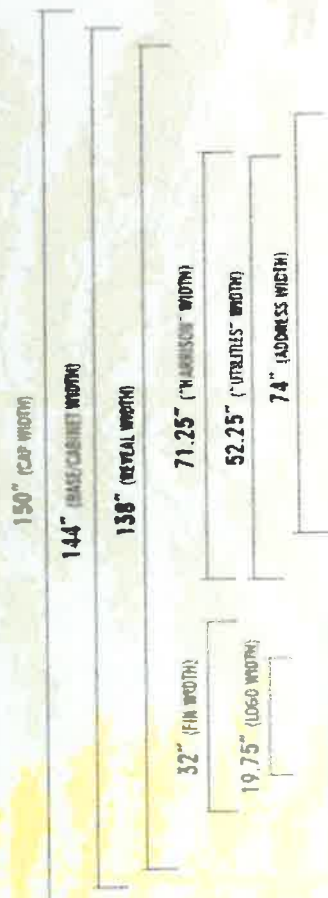
Village of Harrison, Village Hall, W5298 State Hwy 114



 = Sign Location, to be field verified prior to installation.



**SIDE**



**ALUMINUM FACE CABINET**  
**ALUMINUM FORMED CABINET**  
 PUSH-THRU DEPTH = 1/2" (3/4" MATERIAL)  
 TRANSLUCENT WHITE ACRYLIC  
 TRANSLUCENT DIE CUT VINYL - SEE COLOR SCHEDULE  
 MATTE LAMINATION FOR PRINTED VINYL  
 1/8" ALUMINUM FACES ROUTED / BACKED WITH LEXAN  
 PAINTED W/ SATIN FINISH - SEE COLOR SCHEDULE  
 INTERNALLY LIT W/ WHITE LEDs

**TEXTURE PLUS BASE**  
 FAUX STONE SUBSTRATE  
 STYLE: STACKED STONE CONTEMPORARY - INTERLOCK  
 COLOR: LIGHT GREY  
 FORMED ALUMINUM CAP  
 PAINTED W/ SATIN FINISH - SEE COLOR SCHEDULE  
 1/8" ROUTED ALUMINUM FLAT CUTS - PAINTED W/ SATIN FINISH

**POLE/FOUNDATION**  
 6" STEEL SQUARE TUBE OR ROUND POLE  
 DIRECT EMBED 6' DEEP  
 INTO 2" DIAMETER AUGURED HOLE  
 FILLED W/ CONCRETE  
 ELECTRICAL CONDUIT REQUIRED FOR POWER

Village of  
**HARRISON**



**N8722 LAKE PARK ROAD**





NIGHT VIEW



1/8" = 1' 0"

**SIGN LOCATION MAP**

Harrison Utilities, N8722 Lake Park Road, Menasha, WI 54952



= Sign Location, to be field verified prior to installation.



## **Attachment B: Village of Harrison Indemnification and Insurance**

### **Section 1 - Indemnification and Hold Harmless Clause:**

\_\_\_\_\_ (Contractor / Vendor Name) agrees at all times during the term of the agreement to indemnify, hold harmless and defend the Village, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney's and consultant's fees) which the Village, its Boards, Committees, Officers, Employees and Representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by \_\_\_\_\_ (Contractor/Vendor Name), its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts or omissions of the Village, its Agencies, Boards, Committees, Officers, Employees, Authorized Representatives or Volunteers. It is agreed that Contractor/Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor's/Vendor's indemnity obligations shall not be limited by any worker's compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Contractor/Vendor. Nothing contained in this agreement is intended to be a waiver or estoppels of the Village to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, neither the municipality nor its insurer shall not be liable in indemnity and contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

### **Section 2 - Compliance with Laws, Regulations, Permits, Etc. Clause:**

The \_\_\_\_\_ (Contractor/Vendor Name) shall comply with all Federal, State and local codes, laws, regulations, standards, and ordinances, including, without limitation, those of the Occupational Safety and Health Administration (OSHA), the Wisconsin Department of Safety and Professional Services and all Village rules and orders governing the performance of the work performed by the Contractor/Vendor, its employees, agents and subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. In addition, any material, equipment or supplies provided to the Village must comply with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards. Effective May 1, 2007 employers performing work on qualified public works construction projects in Wisconsin for municipal government and state building projects will be required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Wisconsin Statute § 103.503.

### **Section 3 - Subcontractors Clause:**

The \_\_\_\_\_ (Contractor/Vendor Name) shall require each of their Subcontractors to take out and maintain, during the life of their subcontract the same insurance coverages as required under section 6, below, including without limitation naming the Village, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers as additional insureds with respect to all commercial general liability insurance policies. Each Subcontractor shall furnish to the \_\_\_\_\_ (Contractor/Vendor Name) two (2) copies of all certificates of insurance in a form acceptable to the Village. The \_\_\_\_\_ (Contractor/Vendor Name) shall furnish one copy of

each of the certificates of insurance, and any other evidence of insurance requested by the Village, to the Village prior to the commencement of any work to be performed by Contractor/Vendor or its Subcontractors. The Village reserves the right to immediately terminate the contract with no liability or obligation to Contractor/Vendor or its Subcontractors, if the Subcontractor is not in compliance with these insurance requirements.

#### **Section 4 - Proof of Insurance:**

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department and having an "AM Best" rating of A- or better. Acceptance of Contractor's insurance by the Village shall not relieve or decrease the liability of the Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Coverage afforded shall apply as primary and non-contributory, with the Village, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers named as additionally insureds (with respects to any and all insurance policies identified in Section 6, as allowed by law). All liability insurance policies (except professional liability policies) to be maintained hereunder by Contractor/Vendor shall be occurrence based and not claims made policies. The Village shall be given thirty (30) days advance notice of cancellation or nonrenewal of any and all required insurance coverages during the term of this agreement. Prior to the execution of this agreement, the \_\_\_\_\_ (Contractor/Vendor name) shall furnish the Village with certificates of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative and, upon request, certified copies of the required insurance policies and any other insurance related information, evidencing the insurance coverage requirements referenced below. Certificates of insurance shall be sent to the following address: Village of Harrison, Attention: Village Manager Matt Heiser, W5298 State Road 114, Menasha, WI 54952. The Village reserves the right to immediately terminate the contract with no liability or obligation to Contractor/Vendor or any of its Subcontractors, if the \_\_\_\_\_ (Contractor/Vendor Name) is not in compliance with these insurance requirements.

#### **Section 5 – Applicable Law:**

Any lawsuits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Calumet County, Wisconsin and the Village and \_\_\_\_\_ (Contractor/Vendor Name) shall submit exclusively and specifically to the jurisdiction of the Calumet County Circuit Court for such lawsuits. This agreement will be governed and construed according to the laws of the State of Wisconsin.

#### **Section 6 – Insurance Coverage Requirements:**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. **The Village of Harrison in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor/Vendor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.** \_\_\_\_\_ (Contractor/Vendor Name) agrees that in order to protect itself and the Village, its Boards, Committees, Employees, Authorized Representatives and Volunteers under the indemnity provisions of Section 1, it will at all times during the term of the agreement provide and maintain at its own expense, the following minimum limits of insurance covering its operations:



## Minimum Insurance Coverages and Limits

### 1) Worker's Compensation & Employer's Liability

- a) Applicable State – Statutory Limits as Required by the State of Wisconsin
- b) Applicable Federal (e.g. U.S. Longshoremen's and Harbor Worker's Act, Admiralty (Jones) Act, and Federal Employer's Liability Act) – Statutory Limit
- c) Employer's Liability - \$100,000 each occurrence / \$100,000 each person (disease) / \$500,000 total limit (disease)

Except as may be otherwise set forth herein, the Village shall not be liable to \_\_\_\_\_ (Contractor/Vendor Name), its employees, or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, for any injuries to any of them arising out of or in any way related to the performance of the work under this agreement. \_\_\_\_\_ (Contractor/Vendor Name) agrees that the indemnification and hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employees, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

### 2) Automobile Liability – Owned, Non-Owned, Hired

- a) Bodily Injury and Property Damage Combined - \$1,000,000 for bodily injury and property damage per occurrence limit covering all vehicles to be used in connection with the performance of Contractor's/Vendor's obligations under this Agreement.
- b) Coverage for commercial automobile liability insurance shall be at least as broad as Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

If Contractor/Vendor/Subcontractor or Contractor's/ Vendor's/Subcontractor's employees use personal vehicles to perform any services or work to be performed by Contractor/Vendor or Subcontractor under this Agreement, the Contractor/Vendor/Subcontractor must provide, to the Village, a copy of the Certificate of Insurance (and any other documentation requested by the Village) for Personal Automobile Liability coverage for each employee of Contractor/Vendor/Subcontractor who will be using their personal vehicle to perform such services or work as evidence of satisfactory compliance.

### 3) Comprehensive General Liability (Including Broad Liability Endorsement)

- a) Bodily Injury and Property Damage Combined - \$1,000,000, Each Occurrence
- b) Personal Injury - \$1,000,000
- c) X,C,U - \$1,000,000 Each Occurrence
- d) Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

### 4) Umbrella or Excess Liability

- a) \$1,000,000 following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages.

## Other Insurance Coverage's & Minimum Limits

### 1) Professional Liability

- a) Coverage Limit - \$1,000,000 per claim or event

The \_\_\_\_\_ (Contractor /Vendor Name) shall maintain insurance covering negligent acts, errors and omissions, arising out of performance of, or the failure to perform, any professional services required under this Agreement. Additionally, the \_\_\_\_\_ (Contractor/Vendor Name) shall require its consultants and their sub-consultants, if any, to maintain professional liability insurance. If the policy coverage is a

claims made policy and not occurrence based, then all such insurance coverages shall be maintained for a minimum of ten (10) years following completion or earlier termination of the Project.

2) Completed Operations

- a) \$1,000,000 / Each Accident

Coverage shall be maintained for a period of two (2) years after the final payment to Contractor/Vendor.

3) X,C,U

- a) \$1,000,000 / Each Accident

4) Product Liability

- a) \$1,000,000 / Each Accident

Coverage shall be maintained for a period of two (2) years after the final payment to Contractor/Vendor.

5) Malpractice / Professional Liability

- a) In an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate

For claims made, the retroactive date of coverage for all policies in force during this agreement shall be not later than the inception date of the agreement. Coverage shall be extended beyond this agreement and policy year either by a supplemental extended reporting period for at least two (2) years after the termination of this agreement or by providing a retroactive date no later than the inception date of this agreement for any policy issued within two (2) years after the termination of this agreement.

6) Pollution Liability

- a) In an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (with 1 year extended reporting period)

7) Aircraft Liability

- a) Piston - \$5,000,000 per occurrence  
b) Jet - \$25,000,000 per occurrence

8) Cyber/Privacy Liability

- a) \$1,000,000 per occurrence / \$3,000,000 aggregate

Coverage shall include, but not be limited to, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information, and health information; and violation of any federal, state or local law or regulation in connection with the protection of information, including coverage for fines and penalties to the extent allowed by applicable law. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract :