

# **2023 SIDEWALK MANAGEMENT PROGRAM**

## **CITY OF WAUPUN, WISCONSIN**

### **Specifications Proposal and Contract**

File Number: #1-2023

January 6, 2023

Prepared By:

City of Waupun  
Department of Public Works 201 E Main St  
Waupun, WI 53963  
Telephone: (920) 324-7918  
Fax: (920) 324-7939  
[www.cityofwaupun.org](http://www.cityofwaupun.org)

ADVERTISEMENT FOR BIDS  
2023 SIDEWALK MANAGEMENT PROGRAM CITY OF WAUPUN, WISCONSIN  
File No. 1-2023

NOTICE IS HEREBY GIVEN that sealed bids will be received in the City Clerk's Office at the Waupun City Hall, 201 E. Main St., Waupun, Wisconsin, until 10:00 PM, Wednesday, January 25, 2023 at which time bids will be publicly opened and read aloud in the Council Chambers. The project quantities includes but are not limited to the following described approximate quantities of work:

FURNISH, INSTALL & CONSTRUCT

- 11,425 SF 4" Concrete Sidewalk Reconstruction
- 2,250 SF 6" Concrete Sidewalk Reconstruction

Specifications and proposal forms may be obtained from the City of Waupun, Department of Public Works, 201 E. Main St., Waupun, WI 53963. (920-324-7918).

All bids shall be prepared on the proposal forms provided in the specifications and shall remain attached thereto, and shall be addressed to City of Waupun, 201 E Main St., Waupun, Wisconsin, 53963. Each bid envelope shall be properly identified on the face thereof "SEALED BID – 2023 SIDEWALK MANAGEMENT PROGRAM". No bid shall be withdrawn for a period of (30) thirty days after the opening of said bids, without the consent of the Director of Public Works. The City of Waupun may reject any or all bids on any basis and without disclosure of any reason. The failure to make a disclosure shall not result in accrual of any right, claim or cause of action against the City. The City also reserves the right to waive any formalities or informalities in bidding, and to select the bid that, in its opinion, will best serve the interests of the City.

No bid will be opened unless the "Bidder's Proof of Responsibility" for 2023 is filed and approved at least (5) five days before the scheduled time for opening of bids. Reference is made to Section 66.0901(2) & (3) Wisconsin Statutes. The Director of Public Works decision as to qualifications shall be final.

Bidder's attention is called to the fact that this contract includes a "Disclosure of Ownership" form. Section 66.0903 (12) (d) of Wisconsin Statutes requires that each bidder complete this form. No bid will be considered unless the prospective bidder has completed the form entitled "Disclosure of Ownership".

Each proposal shall be accompanied by a certified check, or bank draft, payable to the City of Waupun, or satisfactory bid bond, in the amount of 5% of the gross bid as a guarantee that if the bid is accepted as the successful bid, such successful bidder will execute and file the proposed contract and performance bond within ten (10) days after notice of award of contract.

Late proposals will not be accepted under any circumstances. Any proposal(s) received after the scheduled time for closing will be returned to the proposing firm unopened. Sole responsibility rests with the proposing firm to see that their proposal is received on time.

Published by authority of the City of Waupun on January 11 and January 18, 2023.

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**SPECIAL PROVISIONS**

These Special Provisions shall govern over any differences of any other specifications of this contract. Other specifications included in this contract are: General Requirements and Covenants and Instruction to Bidders. Bidders should note that in cases not defined in the specifications, that the Standard Specifications for Highway and Structure Construction, of the State of Wisconsin - Department of Transportation (latest edition), hereinafter abbreviated as WDOT shall govern.

SCOPE OF WORK

The work included under this contract for Sidewalk Construction shall consist of grading for such walks, furnishing crushed gravel base course under the walks, concrete and jointing materials for the walks, and constructing sidewalks, loading zones, and sidewalk driveway sections of concrete masonry, and restoring the site of the work. Such walks or similar structures shall be of the width and thickness directed by the Director for the particular location, and to the line and grade set by the Director.

START AND FINISH DATES

Work shall begin on this project within seven days of June 1, 2023 or as directed by the Director. All contract work shall be complete by August 1, 2023.

Once construction has begun, it will be necessary to maintain an adequate work force and equipment so as to provide timely and steady work progress, without interruption, throughout the project until completion. Work will not be permitted outside of 7:00am to 7:00pm Monday through Friday. No project shall, with the exception of concrete cure time, remain idle or without significant work progress for more than 7 consecutive calendar days.

The Contractor shall note the following City of Waupun Holiday Schedule. Work shall not be permitted on the following days.

- Monday, May 29<sup>th</sup> – Memorial Day
- Tuesday, July 4<sup>th</sup> – Independence Day

GUARANTEE

The Contractor shall agree and guarantee that the materials and workmanship supplied by him shall be free from all defects and strictly in accordance with the plans and specifications at the time of its completion and acceptance by the City and for a period of one year thereafter. Should defects in said materials or workmanship appear within the time just specified, the Contractor agrees to forthwith repair the same upon notification by the City, using the same material required by these specifications and in case said defects must be repaired by the City, the Contractor shall agree to pay on demand the cost thereof to said City upon completion of such repairs.

ADDITIONAL WORK

During the course of this contract, the Contractor shall not perform additional work at a property that has not been included in the sidewalk management program, unless specifically authorized by the Director or his representative. Additional work may be completed at the end of the project, or by a separate crew not associated with this contract.

## **DETAILED SPECIFICATIONS FOR CONCRETE SIDEWALK CONSTRUCTION**

### NOTIFICATION OF UTILITIES

The Contractor shall contact Digger's Hotline, as well as other utilities not served by Digger's Hotline but having facilities in the work area, at least three (3) full business days prior to construction to notify the utilities to locate their underground facilities.

### CONSTRUCTION TIMELINE/LIMITATION OF REMOVAL

Throughout the project, the following construction timelines shall be met at all times:

- Sidewalk shall be poured within three workdays after it has been broken or removed.
- Sidewalk shall be backfilled within three workdays after it has been poured.
- Landscape restoration shall be completed within five workdays after the sidewalk is poured.

Barricades shall remain in place until the sidewalk has been backfilled. If, during the project, these timelines are not being met, the Director or his representative may temporarily halt construction activity until the project has been brought into compliance with these timelines.

### STORMWATER MANAGEMENT AND EROSION CONTROL

The City of Waupun will obtain any necessary stormwater and erosion control permit from the Wisconsin DNR prior to the start of the project. It will be the Contractor's responsibility to comply with the erosion control practices contained in the permit. The Contractor will be provided with a copy of any stormwater or erosion control plans or permits associated with the project.

Specifically, the Contractor shall be responsible for backfilling, topsoil, seeding and restoration of the disturbed areas adjacent to the sidewalk and driveway construction according to the timelines established in the specifications. Also, the Contractor shall be responsible for installing and maintaining erosion control devices at curb inlets adjacent to sidewalk and driveway construction, and in the vicinity of any soil or granular fill stockpiles stored in the right-of-way. The Contractor shall remove these erosion control devices as soon as they are no longer necessary.

### SIDEWALK WIDTH AND SLOPE

The sidewalk width shall be 4 feet unless altered by the Director. The cross-slope of all sidewalks shall be no more than 2% downward from the inside (property side) edge of the walk. The elevation of the sidewalk, as measured at the outside edge (edge nearest to the private property) shall not be less than 2% or more than 5% above the top of the adjacent curb.

### DISPOSAL OF OLD PAVEMENT AND EXCAVATION

The Contractor shall be responsible for securing his own disposal site for this project.

### LOCATION OF PROPERTY SURVEY MONUMENTS

It is the responsibility of the Contractor to locate and protect all identified right-of-way and property pipe. Upon completion of the project City forces shall examine the project in the field to assure that these monuments exist. If it is found that the monuments have been lost through construction, final payment will be withheld until the Contractor has replaced the markers. Such replacement shall be done by a land surveyor having a current State of Wisconsin registration in land surveying. No additional compensation will be awarded for this work.

### WATER SERVICE BOX IN CONCRETE WALK OR DRIVEWAY

It shall be the Contractors' responsibility to contact the Waupun Public Utilities whenever existing water service stop boxes are located in new or existing sidewalk or driveway construction. The Waupun Public Utilities requires a minimum of seventy-two (72) hours notice before they will make any required repairs or adjustments.

Stop boxes shall be adjusted to match the new sidewalk or driveway grade. The concrete around the stop box shall be edged as to allow for removal of the stop box cover. All costs associated with adjusting or these stop boxes shall be included in the unit prices for 4-inch and 6-inch concrete sidewalk.

The Contractor will be responsible to replace any new sidewalks or driveways where the water service stop boxes have been damaged, are not adjusted to the proper grade or not installed in the concrete properly.

#### ELECTRICAL PULL BOXES

It shall be the Contractors' responsibility to contact the Waupun Public Utilities whenever existing electrical pull boxes are located in new or existing sidewalk or driveway construction. The Waupun Public Utilities requires a minimum of seventy-two (72) hours notice before they will make any required repairs or adjustments.

Pull Boxes shall be adjusted to match the new sidewalk or driveway grade. The concrete around the pull box shall be edged as to allow for removal of the pull box cover. All costs associated with adjusting or these pull boxes shall be included in the unit prices for 4-inch and 6-inch concrete sidewalk.

The Contractor will be responsible to replace any new sidewalks or driveways where the boxes have been damaged, are not adjusted to the proper grade or not installed in the concrete properly.

#### ROOT CUTTING

The Contractor will be responsible for cutting and removing all tree roots to a point three inches below subgrade. All cutting of roots shall be done in a manner that is not injurious to the tree and must be completed in the presence of the Director or his representative. When constructing or replacing sidewalks, driveway approaches or curb ramps roots shall be cut by means of a mechanical root cutting machine and indiscriminate chopping of roots will not be allowed. Major roots must be sawed. The costs of cutting and removing tree roots shall be included in the Sidewalk Removal costs as no extra payment will be made for this work.

In certain instances, the Director may determine that the tree causing the sidewalk damage should be removed. In this situation, the sidewalk construction in this area shall not commence until the offending tree has been removed.

#### PRIVATE UNDERGROUND UTILITIES

The Contractor may encounter private underground utilities at some properties. Examples of these utilities include sump pump drains, underground sprinkler lines, buried electrical cables, and underground pet fences. The property owners shall be instructed by the City to mark the locations of any private underground utilities prior to the arrival of the Contractor. In the event that the Contractor causes damage to any private underground utility that had been marked in advance by the owner, the Contractor shall pay for necessary repairs to the utility or repair the utility to the owner's satisfaction.

In the event that the Contractor causes damage to any private underground utility that was not marked in advance by the owner, the Contractor shall notify the property owner and leave the damaged area exposed, to facilitate repair by the owner.

#### GRADE AND ALIGNMENT

When required, the Contractor will provide line and grade stakes for new sidewalk construction. The Contractor shall take adequate measures to protect said stakes, and if such stakes are removed or disturbed by carelessness of the Contractor or his forces, the cost of resetting such stakes shall be deducted from moneys due the Contractor.

#### SIDEWALK & DRIVEWAY SAWING

Where existing sidewalk or driveway is to be removed, a full-depth sawcut shall be made before the concrete is broken in order to insure removal in a straight, clean line. All costs associated with such sawing shall be included in the bid price for Sidewalk & Driveway Removal. Adjacent panels which are damaged as a result of improper sawing shall be replaced at the Contractor's expense.

In certain instances, the Director may specify that only a portion of a sidewalk panel or driveway approach shall be removed. In these cases, the Director or his representative shall indicate the location of the required sawcut. The Contractor shall be responsible for sawing a straight line at the specified location. The costs of all such sawing shall be included in the bid price for Sidewalk & Driveway Removal.

#### SIDEWALK & DRIVEWAY REMOVAL

The bid item for Sidewalk & Driveway Removal shall include all thicknesses of concrete or asphalt (sidewalk and driveway) to be removed, and shall be paid for by area of square feet removed. Work under this item shall conform to Section 204 of the Wisconsin DOT Standard Specifications. Adjacent panels chipped or otherwise damaged by the operation shall be replaced at the Contractor's expense.

#### EXISTING DAMAGE

When adjacent panels of sidewalk, which are not identified for removal, are discovered to be cracked, chipped or otherwise damaged, the Contractor shall notify the Director or his representative prior to commencing breaking or removal of the adjacent sidewalk. The Director or his representative shall make a note of the type and extent of the pre-existing damage to ensure that the severity of the damage does not increase during the sidewalk replacement process. If adjacent panels are found to be damaged following the construction process, which were not previously approved by the Director or his representative, the Contractor shall be responsible for repairing or replacing the damaged panel at the Contractor's expense.

#### SUB-BASE PREPARATION

The subgrade shall be formed by excavating or filling to the required elevation to a point three (3) or five inches below the bottom of the four (4) or six (6) inch concrete. The width of the subgrade shall be six (6) inches beyond each side of the sidewalk. Preparation of the subgrade shall include removal of all sod, brush, spongy, soft loamy materials, shrubs and tree roots. If a toothed bucket is used for removal sub-base must be tamped and made smooth before granular base course added. In fill sections, granular fill shall be placed in layers not to exceed three (3) inches compacted thickness.

In the event that the Contractor encounters areas where excess excavation will exceed the normal excavation by more than two (2) cubic yards, the Contractor shall be paid under the Excess Excavation bid item for said excess excavation. Only those areas marked or authorized by the Director or his representative will be included in payment. Areas disturbed or damaged by the Contractor shall be his responsibility to repair or replace at his expense.

#### GRANULAR BASE COURSE

The sidewalk Contractor shall furnish and place a minimum of three (4) inches of granular base course (crushed gravel or crushed stone) under all 4" concrete to be constructed, and five (4) inches of granular base course under all 6" concrete. The aggregate to be used for all concrete work on this project will be limited to crushed limestone containing no more than three percent deleterious material. Base course shall be thoroughly compacted by mechanical tampers before any concrete is placed thereon. This base course shall extend six (6) inches beyond each side of the sidewalk. The cost of this base course shall be included in the unit price bid for sidewalk of either thickness.

## CONCRETE MIXTURES

Provide concrete mixtures in accordance with Section 501 of the WDOT.

## MATCHING EXISTING WALK, SERVICE WALK AND DRIVEWAYS

Where marked by the Director or his representative, portions of existing concrete or asphalt service walks and driveways shall be sawcut and removed to allow for construction of new sidewalks. Note that the cost of these sawcuts is incidental to the removal and replacement of the sidewalk or driveway, and should be included as part of the Sidewalk Removal bid item. After the sidewalk is constructed, the Contractor shall replace the concrete or asphalt the driveways to form satisfactory transition ramps to match the new sidewalk. Payment for this area will be in square feet removed and replaced under the appropriate bid items.

## SIDEWALK TIE BARS

Drill and install a minimum of two ½" x 12" tie bars or dowel bars where new sidewalks will be installed adjacent to existing sidewalks. All bars shall be epoxy coated and installed 18 inches from the edge of the sidewalk. Greased dowel bars shall be used at expansion joints and deformed bars at other locations unless shown differently on detail drawings or as directed by Director. The bid item "Drilled Sidewalk Bars (#4x12)" shall include all labor, equipment and materials to install tie or dowel bars in existing sidewalks or other locations as directed by the Director.

## SIDEWALK JOINTS

For sidewalk construction of uniform width, transverse joints shall be constructed at right angles to the centerline of the sidewalk, and longitudinal joints shall be constructed parallel to the centerline of the sidewalk.

All contraction joints or blind joints shall be cut to a depth of at least ¼ the thickness of the slab, either with some type of cutting tool while concrete is still plastic, or with a concrete saw after the concrete has lost its water sheen. Strict attention shall be given to the depth of these joints in all slab-type construction.

Expansion joints shall be provided to the depth and thickness shown on the plans and standard detail drawings. Expansion joints shall be placed between sidewalk approaches and the back of curb or gutter or edge of pavement. Expansion joints shall be placed in all sidewalk construction at transverse joints no more than one hundred feet apart. Expansion joints shall also be placed in transverse joints on two sides of each corner block at street intersections, and at sharp changes in thickness of slab such as at the ends of driveway sections where sidewalk thickness changes from four inch to six inch. The concrete at the faces of all joints shall be thoroughly spaded and compacted to fill the voids, and the surface shall be finished smooth and true to grade in a manner herein before provided. The edges of the sidewalk along forms, joints or metal slab divisions shall be rounded with a ¼ inch radius edger.

Expansion joints shall be filled with Reflex Rubber Expansion Joint manufactured by the JD Russell Company. Equivalent products must be approved by the Director prior to installation. All expansion joint filler shall extend the full depth of the concrete being placed and the top placed slightly below the finished surface of the sidewalk. Where dowel bars are required, use filler with holes factory-punched at the dowel bar locations and with a diameter not greater than ⅛ inch larger than the nominal dowel bar diameter.



#### CONCRETE CURING COMPOUND

All concrete curing compounds shall be a white water linseed oil based curing compound for urban concrete pavements as specified by WDOT prior to 2016. This specification applies to all concrete pavements, curb, sidewalks and concrete driveways. The Contractor shall apply the curing compound after finishing operations and as soon as the free water disappears. All surfaces shall be sprayed with uniform coating by applying a continuous water-impermeable film of curing compound at or exceeding a minimum rate of one gallon per 200 square feet. All surfaces shall be sprayed with uniform coating by applying a continuous water-impermeable film of curing compound at a rate to meet or exceed one gallon per 200 square feet and a thickness of nine mils. The Contractor shall maintain sufficient agitation while spraying to ensure uniform consistency and dispersion of pigment within the curing compound during application. If the curing compound is damaged within 72 hours after application, immediately recoat the affected area. If removing forms within 72 hours after placing the concrete, coat newly exposed surfaces within 30 minutes after form removal.

#### PROTECTION OF CONCRETE

The Contractor shall provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. The finisher shall actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), the necessary equipment, and materials shall be construed to be included in the contract unit price for each concrete item. The Contractor shall be responsible for protecting all concrete, existing and newly placed, from any damage until final acceptance of the project by the Director.

#### ASPHALT DRIVEWAYS AND PAVEMENT

Asphalt driveway surfaces adjacent to the sidewalk shall be sawed where marked by the Director or his representative before removal of the sidewalk, and asphalt shall have a clean saw cut prior to patch replacement. All cost of such sawing shall be included in the price bid for "Sidewalk Removal". A minimum width of six (6) inches shall be removed from the driveway for typical sidewalk repairs.

Existing asphalt driveways and pavement shall be replaced with hot mixed surface asphalt material and compacted to a minimum of four and half (4 ½) inches in thickness or to the thickness of the existing material, whichever is greater.

Payment for asphalt pavement shall be included in the 4 ½ " Hot Mix Surface Asphalt bid item and shall include all labor, equipment and materials necessary to replace existing disturbed asphalt driveways and pavement with a minimum of four and half (4 ½) inches of hot mixed surface asphalt or the thickness of the existing material whichever is greater.

Only those areas marked or authorized by the Director or his representative will be included in payment. Areas disturbed or damaged by the Contractor shall be his responsibility to repair or replace at his expense.

#### STAMP REQUIRED

The Contractor shall stamp his name and the year of construction at each end of each piece of sidewalk so constructed by him in the City.

### BACKFILLING AND SITE RESTORATION

The disturbed areas along the sides of the walk and back of walk shall be backfilled with satisfactory topsoil and thoroughly compacted. Pieces of sod and/or soils with a large amount of stones are not satisfactory for topsoil. All debris, trash, broken concrete and large stones shall be removed from the sides of the walk prior to backfilling. All restoration shall be completed within five (5) days from the day the concrete was poured. The work sites shall be kept free from an accumulation of waste material and rubbish and upon completion shall be restored to a neat and presentable condition.

The first twenty-four (24) inches on either side of new sidewalks, driveways, curb & gutter, and areas disturbed due to the construction process shall be backfilled and restored at the Contractor's expense and will include seeding as specified. The backfill and restoration in this area shall be incidental to the sidewalk, driveway, or curb & gutter construction and the costs shall be included in the unit costs for the sidewalk, driveway, or curb & gutter construction.

When the new sidewalk grade is lower or higher than the adjacent ground at the terrace or private property, the Contractor shall cut down or fill a maximum of twenty-four (24) inches from the front and/or the back of sidewalk (unless the Director directs otherwise) to blend the new sidewalk grade with the existing ground grade. The slope shall be no greater than 6 to 1.

Restoration shall consist of the placement of topsoil, grass seed, fertilizer and cellulose-type seed starter mulch or erosion blanket. Topsoil shall be shredded, placed at a minimum of four (4) inches thick and conforming to the slopes and elevations existing before disturbance. The topsoil should be sufficiently compacted to prevent settlement but still allow for germination of the grass seed. Contractor shall water the restoration area one time when installed. Grass seed species must be approved by the Director prior to installation. Grass seed must be applied at a rate of one (1) pound per two hundred (200) square feet. Door hangers for watering, provided by the City, shall be hung on the front door knob within 2 hours of seeding by the contractor. Any cost associated with hanging the door hangers shall be included in the price for the four (4) or six (6) concrete.

### CURB RAMPS

The construction of curb ramps will be included on this project. The ramps will be at all corners and crosswalks. All new and repaired curb ramps shall conform to the Americans with Disabilities Act (ADA) and Wisconsin Department of Transportation design standards. The Contractor shall work with The Director or his representative to determine the curb ramp layout for each intersection based on WDOT standard detail drawings for curb ramps. The curb opening will be as shown on standard details. The Contractor shall be responsible for ensuring compliance with the slopes and dimensions shown on the curb ramp details.

The construction of curb ramps shall include the installation of detectable warning fields. Approved detectable warning materials shall be provided by the Public Works Department for each curb ramp. The bid item for detectable warning fields in the "Schedule of Prices" shall be for the installation of the provided detectable warning field into the curb ramp concrete. The Contractor is responsible for transporting the detectable warning fields from the Public Works Garage to the curb ramp location and providing a secure storage location for the detectable warning fields until they are installed. Any detectable warning fields that are damaged or stolen prior to installation shall be replaced at the Contractor's expense.

The cost of the detectable warning fields and all work associated with the installation of rectangular detectable warning fields will be paid for under the bid item "(size) Detectable Warning Field." The length of radial detectable warning fields shall be measured through the center of the plate. All sidewalk constructed adjacent to and including the curb ramp will be paid under the bid items for "4" Concrete Sidewalk and Carriage Walk" and "6" Concrete Drive Approach and Sidewalk," as appropriate.

Concrete pedestrian curbs shall be installed where shown on the plans or directed by the Director. Concrete pedestrian curbs shall be installed in accordance with the standard detail drawings. The bid item for "6" Wide Variable Height Concrete Pedestrian Curb" shall include any necessary grading and all labor, tools, material, equipment and incidentals necessary to install the concrete pedestrian curb.

#### CONCRETE CURB AND GUTTER

Concrete curb and gutter for this project shall be in accordance with Section 601 of the WDOT and the standard detail drawings. Curb and gutter shall be of the vertical face type cross section as shown within the plans and specifications.

Dowel bars shall be installed to connect to the existing curb and gutter in accordance with the standard detail drawings. Streets with asphalt overlay, the flow line of the curb and gutter will match the existing flow line elevation in areas where the curb height is less than 6", unless directed otherwise by the Director.

Sawcuts associated with curb and gutter head removal for the installation of curb ramps will be paid under the bid price for Curb and Gutter Removal.

#### TIE BARS, DOWEL BARS AND PAVEMENT TIES

All tie bars, dowel bars, and pavement ties shall be epoxy coated in accordance with Section 505 and 415 of the WDOT and the epoxy shall be listed on the Wisconsin Department of Transportation approved products list for epoxy reinforcement coatings. The cutting of epoxy bars will not be allowed.

Tie bars and dowel bars will be paid separately where it necessary to drill tie or dowel bars into existing concrete pavement, curb and gutter, or sidewalk. Any tie or dowel bars installed within the proposed concrete pavement, concrete curb and gutter, or sidewalk shall be incidental to the bid items for concrete pavement, concrete curb and gutter. Furnishing and installing tie bars and dowel bars is incidental to the bid items for remove and replace concrete pavement, curb and gutter, and sidewalk and drive approach.

#### REMOVE AND REPLACE CONCRETE PAVEMENT

Existing concrete pavement shall be removed and replaced the locations shown on the plans and in accordance with the WDOT details for Concrete Pavement Repair and Replacement. Payment for the remove and replace concrete bid items is full compensation for furnishing, hauling, preparing, placing, curing, and protecting materials; for replacing damaged pavement designated to remain in place; for removing and disposing of existing pavements and excavated materials; for repairing asphaltic shoulders; for sawing joints; for preparing the foundation; and for backfilling. Payment includes jointing and providing and installing tie bars and dowel bars. Where the existing pavement thickness consistently varies from the thickness shown on the plans and the schedule of prices, the cost paid shall be adjusted lower or higher in proportion to the pertinent bid item thickness.

#### INSPECTION

All work under the contract shall be executed only in the presence of the Director or his representative, but the presence or inspection of the Director or his representative shall, in no way, relieve the Contractor of his responsibilities for all work under the contract documents.

At no time shall concrete be placed until the forms and subgrade have been inspected and found satisfactory by the Director or his representative.

## MEASUREMENT AND PAYMENT

Sidewalks and driveway approaches will be measured and paid for by area in square feet of each thickness constructed, and the quantity measured for payment shall be the amount actually completed and accepted in accordance with the terms of the contract.

The area, measured as provided above, shall be paid for at the contract unit price per square foot, which price shall be full compensation for excavation, for grading, furnishing all materials, including concrete masonry, expansion joints, preparation of sub-grade, spreading and compacting sub-base, backfilling, for pouring, finishing and protecting concrete; and for all labor, tools, equipment, and incidentals necessary to complete the work and restore the site of the work. Attention is directed to the previous provisions which provide for the Contractor's forces to perform the rough grading operations. The finishing of subgrade furnishing, handling, spreading and compaction of three (3) inch or five (5) granular base course (not to be confused with "Granular Fill") shall be included in the unit price bid for concrete sidewalk or driveway.

## BARRICADING AND TRAFFIC CONTROL

The Contractor shall be responsible for the erection and maintenance of all barricades to include all traffic signs and control devices for location, position, visibility, and adequacy in such a manner pertaining to the specific job conditions. All signing and barricades shall be done in accordance with the latest revision of Part VI, Traffic Controls for Street and Highway Construction and Maintenance Operations of the U.S. Department of Transportation, Federal Highway Administration's "Manual on Uniform Traffic Control Devices" for Streets and Highways and Section 643 of the "State Specifications".

If, in the opinion of the Director, proper provisions for traffic control are not provided and maintained, the Director may restrict construction operations affected by such defective signs and devices until proper provisions by such defective signs and devices are established and maintained, or the Public Works Department may take necessary steps to place them in proper condition and may deduct the cost from the moneys due or to become due the Contractor.

The Contractor shall provide an individual, responsible for providing and maintaining warning lights and barricades on the project whenever the Contractor shuts down his operations for a period of time (night or weekends). His name, address and phone number shall be given to the Director.

Sufficient lanterns and barricades shall be provided to protect the public. For removal of a single slab, a single barricade shall be erected. For removal of two or more adjacent slabs, a barricade shall be erected at each end of the excavation. Barricades shall remain in place until the new concrete is cured and all adjacent holes have been backfilled.

Vehicles shall not be permitted on the sidewalk for a period of seven (7) days after placing and the Contractor shall furnish sufficient barricades to enforce this provision. The Contractor shall provide sufficient advance notification to property owners whenever driveway access will be restricted.

If required, temporary "No Parking" signs may be obtained from the City. The Contractor shall be responsible for maintaining, erecting, and removing the signs as needed.

## **EROSION AND SEDIMENT CONTROL SPECIFICATIONS**

### **SPECIFICATIONS**

Erosion and sediment control shall strictly comply with the guidelines and requirements set forth in Section 628 of the State of Wisconsin, Department of Transportation's Standard Specifications. In addition, the methods outlined in the Wisconsin Department of Natural Resources Conservation Practice Standards (Technical Standards), shall be utilized. All manufactured erosion and sediment control products shall be found on the Department of Transportation Product Acceptability List. The Contractor shall comply with all requirements of the State of Wisconsin Construction Site Storm Water Runoff General Permit.

### **EROSION AND SEDIMENT CONTROL PLAN AND SCHEDULE**

The methods and types of erosion and sediment control will be dependent on the location and type of work involved and shall be adjusted to meet field conditions at the time of construction. Sediment control practices shall be installed prior to any grading or disturbance of existing surface material. All temporary sediment control practices shall remain until the site has been completely stabilized (pavement placed and at least 70% vegetative cover established) and removed at that time.

### **CONSTRUCTION SITE INSPECTIONS**

Erosion and sediment control practices shall be inspected for integrity weekly and within 24 hours after every precipitation event that produces 0.5 inches of rain or more during a 24 hour period. Any damaged practices shall be corrected and restored by the end of each working day.

### **TRACKOUT CONTROL PRACTICES**

Stone tracking pads shall be installed at all construction site exits to prevent the tracking of soil on to streets by vehicles. Stone tracking pads shall be installed and maintained in accordance with Technical Standard 1057. Stone tracking pads shall be underlain with a Type R geotextile fabric. Tracked soil shall be cleaned and collected from paved roads located near the construction site daily or as directed by the Owner.

### **INLET PROTECTION**

Inlet protection shall be installed at all storm water inlets downslope of disturbed areas. Inlet protection shall be installed and maintained in accordance with Technical Standard 1060.

### **PERIMETER CONTROL PRACTICES**

Perimeter control practices shall be installed at the locations shown on the plans to prevent the discharge of sediment offsite and into adjacent waters of the state. Perimeter control practices shall be of the type shown on the plans and shall be installed and maintained in accordance with Technical Standards 1054, 1055, 1056 and 1071 as appropriate.

### **DEWATERING**

All sediment laden trench water shall be discharged into a settling or filtering device prior to release into storm sewer or drainage ways in accordance with Technical Standard 1061. The contractor shall be prepared to discharge into geotextile bags if necessary. Geotextile bags shall have a minimum footprint of 100 square feet. Geotextile bags shall be placed on a pallet or some other means of raising the bag above the surface of the ground. Dewatering wells shall not be installed or operated, for which the single or aggregate capacity exceeds 70 gallons per minute, unless the Contractor obtains a permit from the Wisconsin DNR. The DNR may be contacted at: Wisconsin Department of Natural Resources, Private Water Section DG/5, P.O. Box 7921, Madison, WI, 53707-7921.

#### DITCH CHECKS

Ditch checks shall be installed in drainage ways that flow offsite. Ditch checks shall be of the type shown on the plans and installed and maintained in accordance with Technical Standard 1062.

#### CULVERT PIPE CHECKS

Culvert pipe checks shall be installed at the entrance of culverts, which are on the construction site, downstream of proposed disturbance and which are not located in navigable waterways, in accordance with the Standard Detail Drawing "Culvert Pipe Check Detail."

#### ROCK BAGS

Rock bags shall be high-density polyethylene or geotextile fabric in accordance with Section 628 of the State of Wisconsin, Department of Transportation's Standard Specifications. Rock bags shall be filled with Wisconsin Department of Transportation Coarse Aggregate No. 1 (AASHTO M43, No. 67).

#### WATERWAY SEDIMENT CONTROL

Turbidity barrier or silt curtain shall be installed whenever construction activities are occurring in or directly adjacent to a waterway or waterbody. Turbidity barrier shall be installed parallel to flow. Turbidity barrier and silt curtain shall be installed and maintained in accordance with Technical Standards 1069 and 1070.

#### DUST CONTROL

The Contractor shall take all reasonable measures to protect the Owner from extensive complaints regarding dust, as well as complaints pertaining to dirt or debris dropped on streets leading to the waste disposal areas during old pavement removal and excavating operations. If in the Director's opinion, it becomes necessary to apply a dust palliative along the construction project to relieve abutting property owners from unreasonable dirt and dust conditions, the Contractor shall furnish and apply such dust preventives at his own expense. Dust control measures shall be applied in accordance with Technical Standard 1068.

#### SITE RESTORATION

Temporary site restoration work shall be completed as soon as practical following initial soil disturbance and excavation work. Temporary site restoration may include temporary seeding, mulching or soil stabilizer, type B. Permanent site restoration and soil stabilization shall be completed within 14 days. In the event of winter construction, said restoration work shall be completed as soon as the weather is conducive to vegetation growth.

#### SEDIMENT BASINS

Detention ponds shall be constructed prior to general grading activities. Detention ponds shall serve as sediment basins in accordance with Technical Standard 1064 until the contributory drainage area has been stabilized. Sediment basins shall have any temporary outlet structures and excess sediment removed.

#### SOIL STOCKPILES

The Contractor shall prevent the discharge of sediment from eroding soil stockpiles existing for more than seven days by applying temporary seeding, perimeter control practices or soil stabilizer, type B.

#### CHEMICALS AND BUILDING MATERIALS

The Contractor shall prevent the discharge of onsite chemicals, cement and other building compounds and material into storm sewers and waters of the state during the construction period.

#### VEHICLE AND WHEEL WASHING

The Contractor shall prevent the discharge of untreated wash water from vehicle and wheel washing into waters of the state or storm sewers.

#### PAYMENT

Cost for erosion and sediment control measures not having a discrete pay item shall be considered incidental to construction.

## **GENERAL REQUIREMENTS AND COVENANTS INSTRUCTIONS TO BIDDERS - PROPOSAL REQUIREMENTS**

### **BIDDER'S RESPONSIBILITY**

The work shall be let in accordance with, but not limited to, the following sections of the Wisconsin State Statutes.

Section 62.15 regarding public works construction

Section 779.14 regarding liens on contractors

Section 66.29(2) regarding proof of responsibility

Section 69.293 regarding municipal wage scale

### **NOTICE TO CONTRACTORS**

"The Advertisement for Bids" constitutes an official notice to Contractors stating the time and place for the submission of sealed proposals upon designated projects or proposed work. This notice will contain a description of the proposed work, instructions to bidders regarding proposal forms, proposal guaranty, plans, specifications and the reservation of the right of the Owner to reject any or all bids.

### **PREQUALIFICATION OF BIDDERS**

In accordance with Wisconsin Statutes 66.0901(2) & (3), all bidders must submit prequalification to the Director of Public Works not less than five days prior to the date of opening bids. Said proof of responsibility shall be on file for the current year of the opening of bid date.

The decision of the Director of Public Works with regard to the sufficiency of the data contained in the form is final and may cause the rejecting or disregarding of said bid.

### **DISQUALIFICATION OF BIDDERS**

Any one or more of the following causes may be considered as sufficient for rejection of the bid or bids and disqualification of the bidder from further bidding for such periods of time as shall be determined by the Director of Public Works.

1. Developments subsequent to the establishment of bidder's competence and qualifications which, in the opinion of the Director of Public Works would reasonably be construed as affecting the responsibility of bidder.
2. Conviction of a violation of a State or Federal law or regulation, or rule or regulation of a Federal Department, board or commission, relating to or reflecting on the competency of the bidder for performing construction work.
3. More than one proposal for the same work from an individual, partnership or corporation under the same or different names.
4. Evidence of collusion among bidders.
5. Non-compliance with the terms of previous or existing contracts.
6. Uncompleted work which, in the judgment of the Director of Public Works, might in any way hinder or prevent the prompt completion of additional work if awarded.
7. Uncompleted work on which the actual time used has exceeded the contract time set therefore, or on which work performance or progress is not satisfactory in the judgment of the Director of Public Works.



## CONTENTS OF PROPOSAL FORMS

The Owner will furnish bidders with proposal forms which will state the location and description of the contemplated construction, the estimated quantities of the various items of work to be performed and materials to be furnished, for which unit bid prices are asked. The proposal form will state the time in which the work must be completed, the amount of proposal guaranty which must accompany the proposal, will contain special provisions or requirements which may vary from or are not contained in these specifications and as well as the amount of liquidated damages, if any, to be imposed upon the Contractor for failure to complete the contract in the prescribed time to reimburse the City for any expenses involved due to engineering, inspection, and inconvenience.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

## INTERPRETATION OF ESTIMATES

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct, but it is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications and it is understood that the quantities may be increased or diminished as hereinafter provided without in any way invalidating the unit bid prices.

## EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, SITE OF WORK

The bidder is required to examine carefully the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of these specifications, special provisions, and contract. The submission of a proposal shall be prima facie evidence that the bidder has made such an examination.

Any information shown on the plans as to the soil or material borings or tests of existing materials is for the convenience of the Contractor.

The information is not guaranteed, and no claims for extra work or damages will be considered if it is found during construction that the actual soil or material conditions vary from those indicated by the borings.

## PREPARATION OF PROPOSAL

The bidder must submit his proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given, and the bidder must state the prices (written in ink) for which he proposes to do each item of the work contemplated or furnish each item of the material required. In case of conflict between the unit price stated and the extension for that item, the unit price will govern.

All proposals submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized agent.

of such corporation. The required signatures shall in all cases appear in the space provided therefore on the proposal.

#### TAX

Bidders should note a change in **sales tax exemption** for building materials for local government facilities per 2015 Wisconsin Act 126, create sec. 77.54(9m). Each bid shall include all **applicable** taxes in effect at the time the bid is submitted. Bidders who are uncertain as to what items are subject to tax, or who require further explanation or clarification are requested to contact the Wisconsin Department of Revenue, Madison, Wisconsin.

#### PROPOSAL GUARANTY

Each separate proposal shall be accompanied by a certified check or acceptable collateral in the amount of five percent (5%) of the total amount bid, made payable to the Owner. A bid bond in lieu of a certified check will be acceptable.

#### DELIVERY OF PROPOSAL

Each proposal submitted shall be placed in a sealed envelope plainly marked with the project name, and name and address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless filed on or before the time and at the place designated in the advertisement or instructions to bidders.

#### WITHDRAWAL OF PROPOSALS

Any bidder, upon his or her authorized representative's written request, will be given permission to withdraw this proposal not later than the time set for opening thereof. At the time of opening of the proposals, when such proposal is reached, it will be returned to him unread. However, no bid shall be withdrawn after opening of the bids without the consent of the Director of Public Works for a period of thirty (30) days after the scheduled time for closing bids.

#### REJECTION OF PROPOSAL

Proposals containing any omission, alterations of form, additions or conditions not called for, conditional or alternate bids unless called for, incomplete bids, or proposals otherwise regular which are not accompanied by a certified check or acceptable collateral will be considered irregular and may be rejected. The Owner reserves the right to waive technicalities as to changes, alterations, or reservations, and make the award to the best interest of the Owner.

#### PUBLIC OPENING OF PROPOSALS

Proposals will be publicly opened and read on the date and at the hour and place set in the advertisement or notice to the Contractor. Proposals received after the time set for the opening will be returned to the bidder unopened.

## **AWARD AND EXECUTION OF CONTRACT**

### **CONSIDERATION OF PROPOSAL**

After the proposals are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted proposals, and the results of prices will be made public. Until the final award of the contract, the Owner reserves the right to reject any and all proposals, or proceed to do the work otherwise when the best interests of the Owner will be promoted thereby.

### **AWARD OF CONTRACT**

The award of contract, if any, will be to the lowest responsible bidder whose proposal complies with all the requirements necessary to render said proposal as being acceptable. The award will be made within thirty (30) days after the opening of the proposal. The work outlined in the proposal may be awarded as a whole or in part or parts, according to the best interests of the Owner.

### **EXECUTION OF CONTRACT**

The individual, firm partnership, or corporation to whom or to which the contract has been awarded, shall properly execute, on the forms provided, the contract and the 100% Performance Bond, and shall within ten (10) days after the contract is mailed, return them to the Office of the Owner.

### **APPROVAL OF CONTRACT**

No contract is binding upon the Owner until it has been executed by the Owner and delivered to the Contractor.

### **FAILURE TO EXECUTE CONTRACT**

Failure of the successful bidder to comply with any of the requirements of these specifications or to execute the contract within ten (10) days after mailing as specified or to furnish security as required shall be just cause for the annulment of the award. In the event of such annulment of the award, the amount of proposal guaranty shall become the property of the Owner, not as a penalty but as liquidated damages. Award may then be made to the next best qualified bidder, or the work re-advertised, or handled as the Owner may elect.

### **NOTICE TO PROCEED**

Contractor shall commence work within ten days after issuance of the written NOTICE TO PROCEED and shall diligently prosecute the work to final completion, ready for use, without delays and as expeditiously as possible.

### **RETURN OF THE PROPOSAL GUARANTEES**

As soon as the proposal prices have been compared, the Director may, at his discretion, return the certified checks or other collateral accompanying those proposals, which in his judgment, would not be considered in making the award. When the award is made the successful bidder's collateral only will be retained until the contract and bond have been executed, after which it will be returned to the bidder. Should the award be delayed more than thirty (30) days all bidders' collateral will be returned unless such delay is from causes beyond the control of the Owner.

### **REQUIREMENTS OF PERFORMANCE BOND**

The contract shall not become operative unless the Contractor on or before the time of signing the contract shall have furnished a surety bond or cash in an amount at least equal to one hundred percent (100%) of the contract price as surety for all the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with the contract.

## **SCOPE OF WORK**

### **INTENT OF PLANS AND SPECIFICATIONS**

The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the plans, the specifications, the special provisions, proposal, and contract. The Contractor shall do all work including such additional, extra, and incidental work as may be considered necessary to complete the project in a satisfactory and acceptable manner, as provided in the plans, proposal, and contract. He shall furnish, unless otherwise provided in the specifications, special provision or contract, all materials, equipment, tools, labor, and incidentals necessary to complete the work.

If the contractor does not fully understand the plans and specifications or the intent concerning any part of the work, he shall satisfy himself by making the necessary inquiries of the Director before bidding.

### **ACCURACY OF PLANS**

The plans for the project represent the best data available on all existing surface features and underground utilities. Preparation of the plans is based on actual field measurements whenever possible, such measurement pertaining both to alignment and to grade. Utility locations which could not be field-measured are plotted from the best map or plan sources available. Therefore, the information shown on the plans represents to the best of the Director's knowledge an accurate picture of the conditions to be encountered in prosecution of the work.

Should the Contractor encounter unknown underground utilities or structures in the path of his construction, the Director will attempt to determine what they are and whether it is necessary to abandon or maintain them. The Director will make a decision as to the disposition of the specific case, and if such disposition requires unreasonable effort and expense on the part of the Contractor, the Director will prepare a written authorization for extra work based upon the agreement as to cost with the Contract and conformance with the General Specifications pertaining to Extra Work.

### **OMITTED ITEMS**

The Director may, in writing, order omitted from the work any item other than major items found unnecessary to the project and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof. Major items may be omitted by supplemental agreements. The contractor will be paid for all work done toward the completion of the item prior to such omission as provided in payment for omitted items.

### **CHANGES AND INCREASED OR DECREASED QUANTITIES OF WORK**

The Director reserves and shall have the right to make such changes, from time to time, in the plans, the character, or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner, provided such alterations do not change the total cost of the project, based on the originally estimated quantities and the unit prices bid, by more than fifteen percent (15%), and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit prices bid, by more than twenty-five (25%). A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total contract price, computed on the basis of the proposal quantity and the contract unit price. Should it become necessary, for the best interest of the Owner, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement.

The Contractor shall not start work on any alterations requiring a supplemental agreement until the agreement setting forth the adjusted prices shall be executed by the Owner and the Contractor.

Should any of the changes not requiring supplemental agreements be made as provided herein, the Contractor shall perform the work as altered, increased or decreased at the contract unit price or prices.

In case a satisfactory adjustment in price cannot be reached for any item requiring a supplemental agreement, the Owner reserves the right to terminate the contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the work.

#### EXTRA WORK - FORCE ACCOUNT

When work is necessary to the proper completion of the project for which no quantities or prices were given in the proposal or contract, the same shall be called extra work and shall be performed by the Contractor when so directed in writing by the Director. Extra work shall be performed by the Contractor in accordance with these specifications in a proper and workmanlike manner and as may be directed by the Director. Prices for extra work shall be itemized and covered by a supplemental agreement submitted by the Contractor and approved by the Owner prior to the actual starting of such work. Should the parties be unable to agree on unit prices for the extra work or if this method is impractical, the Director may instruct the Contractor to proceed with the work by day labor or force account as hereinafter provided for in payment for force account work. Claims for extra work not authorized in writing by the Director prior to the work being done will be rejected.

#### PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK

All extra work done on a force account basis will be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the Contractor as payment in full for the use of small tools, superintendent's services, the timekeeper's services, premium on bond, and all other overhead expenses incurred in the prosecution of all extra work done on a force account basis.

Payment will be made as follows:

1. For all materials purchased by the Contractor and used in this specific work he will receive the actual cost of such materials including freight charges, as shown by original receipted bills for materials and freight, to which will be added an amount equal to fifteen (15 percent of the sum thereof).
2. The Contractor shall be paid a sum equal to the Workers Compensation insurance premium and the actual cost of Social Security taxes, computed on the base rate for the class of work involved, for the actual amount of the payroll.
3. For any machine, power, and equipment which it may deem necessary or desirable to use, the Contractor will be allowed a reasonable rental price, which will be agreed upon in writing before such work is begun, for each and every hour that said machinery or equipment is in use on such work, to which sum no percentage will be added.

The Contractor's timekeeper and the inspector shall compare records of extra work on a force account basis at the end of each day. Copies of these records shall be made in duplicate by the inspector and shall be signed by both the inspector and the Contractor's timekeeper, one copy being forwarded respectively to the Director and the Contractor.

No extra work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started. Bills for force account work must be certified and submitted in triplicate to the Director with the current monthly estimate.

#### MAINTENANCE OF TRAFFIC

The Contractor shall plan and prosecute his work, when the construction involves closing or relocation of any local street or highway, so that traffic will be hindered to a minimum.

The Contractor shall bear all of the expense of maintaining traffic across the section of street undergoing improvement, and the construction and maintaining of such approaches, crossings, intersections and other features as may be necessary without compensation.

During concrete paving operations the Contractor, at his own cost and expense and at locations designated in the contract, shall provide means satisfactory to the Director for crossings for the traffic on intersecting streets in a manner which will not interrupt the flow of such traffic or be harmful to the newly placed pavement.

The Contractor at his own expense shall also provide and maintain adequate temporary pedestrian crossings, barriers and lights, special warning signs or watchmen at the ends of the portions of the road closed by construction on the project and at intersecting roads or streets and at other points of public access and travel along the project.

#### REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

All structures or obstructions found within the street or shown on the plans which are not to remain in place or which are not to be used in the new construction shall be removed as directed the Director. The removal of such structures, obstructions or parts thereof, when not specified in the Contract but subsequently required, shall be paid for as Extra Work. All material found on the street or removed therefrom shall remain the property of the Owner unless otherwise indicated.

The Contractor shall not excavate any material from within the street right-of-way which is not within the excavation as indicated by the slope and grade lines, without being authorized in writing by the Director.

#### FINAL CLEANING UP

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and wood within the limits indicated and shall leave the street in a neat and presentable condition. Material removed from the project shall not be deposited on adjacent properties unless so directed by the Director or his representative. Brush, stumps, trees, waste excavation, or other materials shall be disposed of at the site (or sites) stated in the Special Provisions, and in the manner described in such Special Provisions.

The Contractor shall restore, at his own cost and expense, all work completed under other previous contracts which has been damaged by his operations in general conformity with the specifications for the item or items involved. Final clean up shall be considered subsidiary and incidental to the other items of the contract, and no separate or additional compensation will be made therefore. Work days shall be charged against the Contractor until all clean-up is completed to the satisfaction of the Director.

## **CONTROL OF WORK**

### **AUTHORITY OF DIRECTOR**

All work shall be done under the supervision of the Director and to his satisfaction. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation, and dispute and mutual rights between Contractors under the specifications. He shall determine the amount and quantity of work performed and materials furnished and his decision and estimate shall be final. His estimate in such event shall be a condition precedent to the right of the Contractor to receive money due him under the contract. The Director shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly, and in case of failure on the part of the Contractor to execute work ordered by the Director, the Contractor hereby agrees that the Director may, at the expiration of a period of forty-eight (48) hours after giving notice in writing to the Contractor, to proceed to execute such work as may be deemed necessary and the cost thereof shall be deducted from compensation due or which may become due the contractor under the contract.

All decisions of the Director shall, when so requested, be rendered in writing. These decisions shall be final and conclusive.

### **CONFORMITY WITH PLANS AND SPECIFICATIONS**

All work performed and all materials furnished shall be in conformity with the lines, grades, cross-sections, dimensions and material requirements shown on the plans or indicated in the specifications. It shall be finished to produce quality work and appearance within the limits of precision expected of a competent Contractor.

The lines, grade, typical sections, and dimensions shown on the plans are subject to adjustment by the Director during construction, but any deviation of a character not contemplated or provided for in the plans or specifications that may be required to successfully complete the project will be determined by the Director and authorized by him in writing.

In the event the Director finds the materials or the finished product in which the materials used are not within reasonably close conformity with the plans and specifications through no willful neglect or omission by the Contractor but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Director will document the basis of acceptance by contract modification which may provide for appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.

In the event the Director finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

### **COORDINATION OF SPECIFICATIONS, PLANS AND SPECIAL PROVISIONS**

These specifications, the plans, special provisions, and all supplementary plans and documents are essential parts of the contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy, stated dimension, unless obviously incorrect shall govern over scaled dimensions. Plans shall govern over specifications and special provisions shall govern over both plans and specifications.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Director for his interpretation and decision, and such decision shall be final.

#### COOPERATION OF CONTRACTOR

The Contractor will be supplied with two copies of the plans, specifications, and special provisions. He shall have available on the work site at all times one copy each of said plans, specifications and special provisions. He shall have available on the work site at all time's one copy each of said plans, specifications, and special provisions. Additional copies of plans, specifications, and special provisions can be obtained by the Contractor for the cost of reproduction.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and he shall cooperate with the Director and his inspectors and with other Contractors in every way possible. The City reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract.

The Contractor shall be held responsible for any damage done by him or his agents to the work performed by another contractor. Each Contractor shall conduct his operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

In case of a dispute arising between two or more contractors engaged on the same improvement or in different improvements as to the respective rights of each under the specifications, the Director shall be the arbitrator and his decision shall be final and binding on all parties concerned and shall not be cause for any extra compensation to any of the parties involved.

The Contractor shall have a competent, English-speaking superintendent on the work at all times who is fully authorized as his agent on the work, such superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instruction from the Director, or his authorized representative.

#### MAINTENANCE OF FIELD OFFICE

Unless otherwise specified the Contractor shall furnish for use of the field engineers and inspectors, an approved weatherproof building. The building shall be located conveniently near construction and shall be separated from any building used by the Contractor. The floor space shall not be less than ten (10) x twelve (12) feet, the ceiling not less than eight (8) feet in height, and there shall be at least three single- sash lighting windows. It shall be furnished with a wooden locker large enough for the string of implements and testing equipment and with one bracketed wall table at least three (3) x six (6) feet in dimension. The Contractor shall furnish heat and light, and shall also furnish a telephone for the building at his own expense.

No direct payment will be made for this building or any labor, material, ground rental, or other expense in connection therewith. The cost thereof shall be included in the price bid for the various items on the contract.

The Contractor and his superintendent shall provide all reasonable facilities to enable the Director and inspector to inspect the workmanship and materials entering into the work.

#### CONSTRUCTION STAKES

The Director will furnish the Contractor with all lines, grade, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any error which may have been made in laying out the work. Such stakes and markings as the Director may set for either his own or the Contractor's guidance shall be carefully



preserved by the Contractor. If said stakes or markings are removed or destroyed by the Contractor, or his employees, an amount equal to the cost of replacing the same may be deducted from subsequent estimate due the Contractor, at the discretion of the Director.

#### APPROVAL OF SOURCES OF SUPPLY OF MATERIALS

The source of supply of each of the materials required shall be approved by the Director before delivery is started. Representative preliminary samples may be submitted by the Contractor, producer, or owner of the supply for inspection or tests. The results obtained from testing such samples may be used for preliminary approval but will not be used as a final acceptance of the materials. All materials proposed to be used may be tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a product of uniform quality, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from another source.

#### APPROVAL AND ACCEPTANCE OF MATERIALS

Samples of all materials for tests upon which is to be based the acceptance or rejection, shall be taken by the Director or his authorized representative at the discretion of the Director. Materials may be sampled either prior to shipment or after being received at the place of construction. All sampling, inspection, and testing shall be done in accordance with the methods hereinafter prescribed.

The Contractor shall provide such facilities as the Director or his representative may require for conducting field tests and for collecting and forwarding samples. The Contractor shall not use or incorporate into the work any materials represented by the samples until tests have been made and the material found to be acceptable. Only materials conforming to the requirements of these specifications and which have been approved by the Director or his authorized agents will be used in the work. Any material which, after approval, has for any reason become unfit for use shall not be incorporated into the work.

#### METHODS OF SAMPLING AND TESTING

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment under these specifications shall be in accordance with the latest edition of the "Standard Specifications for Highway Materials and Methods of Sampling and Testing" of A.A.S.H.T.O. Sampling and testing materials not covered by A.A.S.H.T.O. Specification, and not otherwise provided for, shall be in accordance with the Standards and Tentative Methods of the A.S.T.M. being the latest applicable specifications published by the A.S.T.M.

The testing of samples and materials shall be made at the expense of the Owner. Laboratory sieves shall have square openings of the sizes specified. The Contractor shall furnish the required samples without charge. The Contractor shall give sufficient notifications of the placing of orders for materials to permit testing.

#### STORAGE

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, materials shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection.

#### AUTHORITY AND DUTIES OF INSPECTIONS

Agents of the Owner shall be authorized to inspection all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture

of the materials to be used. The inspector is not authorized to revoke, alter, or waive any requirements of the specifications. He is authorized to call the attention of the contractor to any failure of the work or materials to conform to the specifications and contract. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Director.

The inspector shall in no case act as foreman or perform other duties for the Contractor nor interfere with the management of the work by the later. Any advice which the inspector may give the Contractor shall in no way be construed as binding to the Director in any way, or releasing the Contractor from fulfilling all of the terms of the contract.

If the Contractor refuses to suspend operation on verbal order, the inspector shall issue a written order giving the reason for shutting down the work. After placing the order in the hands of the person in charge, the inspector shall immediately leave the job. Work done during the absence of the inspector will not be accepted or paid for.

### INSPECTION

The Contractor shall furnish the Director with every reasonable facility for ascertaining whether or not the work, as performed, is in accordance with the requirements and intent of the specifications and contract. If the Director requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. Any work done or materials used without suitable supervision or inspection by the Director or his authorized representative may be ordered removed and replaced at the Contractor's expense.

### REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All materials furnished and work done will be inspected by the Director and/or his authorized agent, and if not in accordance with these specifications, they will be rejected and shall immediately be removed from the premises and other materials furnished and work done in accordance herewith.

Work done without lines and grades having been given, work done beyond the lines and grades shown on the plans, or as given, except herein provided, work done without proper inspections, or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized and, at the option of the Director, may or may not be measured and paid for and may be ordered removed and replaced at the Contractor's expense.

Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized, or condemned work or material immediately after receiving formal notice from the Director, the Director shall have the right and authority to stop the Contractor in his work at once and the Director shall cause the faulty work and materials to be removed and corrected at the expense of the contractor. The Contractor hereby agrees that any expense incurred by the Owner may be recovered on the Contractor's bond, by action in a court having proper jurisdiction over such matters, or such costs may be deducted from the moneys then due or to become due to the Contractor.

If, for any reason, the Director shall fail or neglect to correct any faulty or defective material or work as outlined above, the Contractor shall not be relieved of correcting said material or work and the right of final acceptance or condemnation of the work shall not be waived in any manner by reason of said failure or neglect on the part of the Director.

#### DISPUTED CLAIMS FOR EXTRA WORK

In case the Contractor deems extra compensation is due him for work or materials not clearly covered in the contract, or not ordered by the Director in writing of his intention to make claim for such extra compensation before he begins the work on which he bases the claim and shall account to the Director the actual cost of the work and shall afford the Director every facility for keeping actual costs thereof.

Failure on the part of the Contractor to give such notification or to afford the Director proper facilities for keeping strict account of actual cost shall constitute a waiver of the claim for such extra compensation. The filing of such notice by the Contractor and the keeping of costs by the Director shall not in any way be construed to prove the validity of the claim. When the work has been completed, the Contractor shall within ten (10) days file his claim for extra compensation with the Director, who will present it to the Owner for consideration.

#### GUARANTEE

Unless otherwise stated in the special provisions, the Contractor shall guarantee the work performed under this contract for a period of two years from the date of final acceptance by the Director against defects in workmanship and materials. If any defect should appear during the guarantee period, the Contractor shall make required replacement or acceptable repairs of the defective work at this own expense. This expense includes total and complete restoration of any disturbed surface to original or better than original condition which existed before the repairs or replacement, regardless of improvements on lands where the repairs or replacement will be required.

## **LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY**

### **LAWS TO BE OBSERVED**

The Contractor shall at all times observe and comply with all Federal and State laws, local laws, ordinances and regulations which in any manner affect the conduct of the work, and all such orders or decree as exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no pleas of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his agents.

The movement of vehicles or equipment over any public highway to the project, necessary for the prosecution of the work, shall be regulated in accordance with the provisions of the Wisconsin Statutes.

### **PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

### **PATENTED DEVICES, MATERIALS AND PROCESSES**

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material process covered by letters patent or copyrights, the right for such use shall be provided for by suitable legal agreement with the patentee or owners and a copy of this agreement shall be filed with the Director; however, whether or not such agreement is made or filed as noted, the Contractor and the surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process to be involved under the contract, and shall indemnify the said City for any costs, expenses, and damages which it may be obliged to pay, by reason of any such infringement, at any time the prosecution or after the completion of the work.

### **SANITARY PROVISIONS**

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Wisconsin State Board of Health or of other authorities having jurisdiction, and shall commit no public nuisance.

### **PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall avoid as far as possible the maintenance of any condition which might be deemed at law to be an "attractive nuisance". The Contractor and his Surety shall be responsible for all damage, bodily injury, or death arising through his maintaining an attractive nuisance or otherwise.

If the Contractor desires to use water from public hydrants, he shall make application to the proper authorities, and shall conform to the City ordinances, rules and regulations concerning their use.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules, or regulations, or within five (5) feet of a fire hydrant in the absence of such ordinances, rules or regulations.

The Contractor shall give notice in writing to the proper authorities in charge of the streets, gas and water pipes, electric and other conduits, railroads, poles, manholes, catch basins and all other property that may be affected by the Contractor's operations, at least seventy-two (72) hours before breaking

ground. The Contractor shall not hinder or interfere with any persons in the protection of such work, or with the operation of utilities, at any item. The Contractor must obtain all necessary information in regard to existing utilities. He shall protect such utilities from injury and shall avoid unnecessary exposure so that they will not cause injury to the public. In case of any damage whatsoever, the cost of making repairs will be borne by the Contractor.

The Contractor must also obtain all necessary information in regard to the planned installation of new utilities and new cables, conduits and transformers, make proper provisions and given proper notification so that new utilities and electrical equipment can be installed at the proper time without delay to the Contractor or unnecessary inconvenience to the Owner. The locations of new utilities and electrical equipment, planned to be installed concurrently with the highway improvement, shall not be covered with pavement prior to installation of such facilities.

When the work involves excavation adjacent to any building along the work, the Contractor must give the property owner and the Owner due and sufficient notice thereof. The Contractor and Surety shall hold the municipality in which the work is done harmless from any damage resulting from loss of lateral support of any such building.

#### BARRICADES, WARNING SIGNS, AND FLAGMEN

All work sites in this contract shall be signed and barricaded in accordance with the latest State of Wisconsin Department of Transportation Manual of Uniform Traffic Control Devices. No more than one lane of any street shall be closed to traffic at any time without prior approval of the Director. No equipment or materials shall be stopped, loaded or stored in a location which will hinder, distract, or impede a safe and suitable traffic operation on lanes of the roadway required to be kept open to traffic unless otherwise approved by the Director.

He shall at all times at his own expense, keep the roadbed in such condition that the public can travel the same in convenience and safety. Traffic service will be given precedence over other work, and the Contractor's failure to comply with these requirements shall be cause for suspension of other operations until compliance has been secured.

The Contractor will be held responsible for all damages to the work due to failure of barricades, signs, lights, flagmen and watchmen to protect it, and the Director may order the damaged portion immediately removed and replaced by the Contractor without cost to the City, if, in his opinion such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project has been accepted.

The suspension of operations by order of the Director or otherwise, shall in no way relieve the Contractor of the obligation of providing and maintaining barricades, signs and lights as set forth above.

The Contractor shall provide a local man, responsible for providing and maintaining warning lights, and barricades on the project whenever the Contractor shuts down his operations for a period of time (nights or weekends). His name, address and phone number shall be given to both the Director and the Police Department.

If, in the Director's opinion, it becomes necessary to apply a dust palliative along the construction projects to relieve abutting homeowners from unreasonable dirt and dust conditions, the Contractor shall furnish and apply such dust preventives at his own expense. The Contractor shall take all reasonable measures to protect the Owner from extensive complaints regarding dust, as well as complaints pertaining to dirt or debris dropped on streets leading to the waste disposal areas during pavement removal and excavating operations.

## PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MARKS

The Contractor shall notify, in writing, the Owners of all corporate or private property which interferes with the work advising them of the nature of the interference, and shall arrange with them for the disposition of such property. The Contractor shall furnish the Director upon request with copies of all such notifications and final agreements.

The Contractor shall use every precaution to prevent the damage or destruction of corporate or private property such as poles, trees, shrubbery, crops and fences adjacent to or interfering with the work; all overhead structures such as wires, cables, etc., and all underground structures such as water or gas shut-off boxes, water meters, pipes, conduits, etc., within or outside of the right-of-way. He shall protect and carefully preserve all property marks until the Owner or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the contract complied with.

When public or private property is damaged or destroyed, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in any acceptable manner. If he fails to do so, the Director may, after the expiration of a period of forty-eight (48) hours after giving notice to him in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due or which may become due the contractor under his contract.

The Contractor will be liable for all damage caused by fires and shall under no consideration start fires without securing the necessary permits and approval of the State Fire Warden, City Fire Chief, Department of Natural Resources or other authority having jurisdiction even though he may be ordered or required to do such burning.

## RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor and his Surety shall indemnify and save harmless the City, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages on account of the operations of the said Contractor; or on account of, or in consequences of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by the City for such purposes, may be retained for the use of the City; or, in case no money is retained, his Surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

The Contractor shall provide and maintain during the effective life of his contract public liability and property damage liability insurance to protect him and all of his construction subcontractors, together with the Owner, from claims for damages for personal injury, accidental death, and damage to property, which may arise from operations under his contract, whether such operations be by himself or by any such subcontractor or by anyone directly or indirectly employed by either of them.

#### OPENING OF SECTION OF HIGHWAY TO TRAFFIC

The work under construction shall not be opened to traffic until so directed or authorized by the Director. Whenever, in the opinion of the Director, all of the work or any portion thereof is in an acceptable condition for travel, such portions may be opened to traffic as may be directed by the Director in writing, but such opening shall not be construed as assumption of the maintenance by the Owner as prescribed under "Partial Acceptance" unless so specifically provided, nor as an acceptance of the roadway or any part of it, nor as a waiver of any part of it, nor as a waiver of any of the provisions of the specifications and contract.

Whenever the Contractor is required to open to traffic all of the work or any portion thereof in accordance with the provisions given herein, or whenever he shall of his own volition and when so authorized by the Director, open to traffic all of the work or any portion thereof prior to final acceptance, he shall conduct the remainder of his construction operation so as to cause the least obstruction to traffic.

#### CONTRACTOR'S RESPONSIBILITY FOR WORK

The work shall be under the charge and care of the Contractor until final acceptance by the Director, except when otherwise provided in a manner as prescribed under "Partial Acceptance" and the Contractor shall take every precaution against injury or damage to the work or to any part thereof, and shall preserve and maintain the same at his own cost and expense.

#### PERSONAL LIABILITY OF PUBLIC OFFICIALS AND EMPLOYEES

In carrying out any of the above provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon said Director or his authorized assistants, either personally or as an official of the City, it being understood that in such matters he acts as an agent and representative of the City.

#### NO WAIVER OF LEGAL RIGHTS

The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after, the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials, furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The City shall not be precluded or estopped, notwithstanding any such measurements, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his Sureties such damages as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the City nor any representative of the City, nor any payment for or acceptance of the hole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be waiver of any other or subsequent breach.

#### INSURANCE REQUIREMENTS

##### STREET / SIDEWALK OBSTRUCTION /SIDEWALK LAYERS / CURB CUT CONTRACTORS /WORK IN RIGHT-OF-WAY LICENSES INSURANCE REQUIREMENTS

The Contractor shall not commence work on contract until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Waupun.

It is hereby agreed and understood that the insurance required by the City of Waupun is primary and non-contributing coverage and that any insurance or self insurance maintained by the City of Waupun its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

## 1. **COMMERCIAL GENERAL LIABILITY COVERAGE**

- A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

|    |   |              |
|----|---|--------------|
| 1. | Each Occurrence limit   | \$ 2,000,000 |
| 2. | Personal and Advertising Injury limit   | \$ 1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) <b>per project</b>                           | \$ 2,000,000 |
| 4. | Products–Completed Operations aggregate   | \$ 2,000,000 |
| 5. | Fire Damage limit — any one fire  | \$50,000     |
| 6. | Medical Expense limit — any one person  | \$5,000      |
| 7. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of work. |              |

## 2. **BUSINESS AUTOMOBILE COVERAGE**

- A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

## 3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:
- (1) \$100,000 Each Accident
  - (2) \$500,000 Disease Policy Limit
  - (3) \$100,000 Disease – Each Employee

## 4. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT**

The contractor is responsible for loss and coverage for these exposures. City of Waupun will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.

## **INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)**

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.



## **APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS**

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Waupun.
- B. Acceptability of Insurers – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work - City of Waupun, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Waupun, its officers, council members, agents, employees, and authorized volunteers.\_
- E. Deductibles and Self-Insured Retentions - any deductible or self-insured retention in the contractor's policy must be declared to the City of Waupun and satisfied by the contractor.
- F. Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the City of Waupun a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
  - I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
  - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
  - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Waupun, except where cancellation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

### **INDEMNIFICATION PROVISION**

\_\_\_\_\_ Hereby agrees to indemnify, defend and hold harmless the City of Waupun, it's elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorney's fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part of claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of \_\_\_\_\_ or its agents or anyone acting under its direction or control or on its behalf arising out of, in connection with, or relating to this Agreement. This indemnification, defense and hold harmless obligation shall exist for \_\_\_\_\_ even if liability is also sought to be imposed or is alleged against

the City of Waupun, its elected and appointed officials, officers, employees, agents, representatives and volunteers for their own acts, omissions, fault or negligence arising out of or in connection with or relating to this Agreement.

\_\_\_\_\_ shall reimburse the City of Waupun, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that \_\_\_\_\_ employs other persons, firms, corporations or entities (sub-contractors) as part of the work that is the subject of this Agreement, it shall be \_\_\_\_\_'s responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Waupun, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which contains identical indemnity, defense and hold harmless provisions and obligations as this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

#### PERSONAL LIABILITY OF THE OWNER, AND ITS EMPLOYEES AND AGENTS

In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents and employees, is hereby expressly waived.

#### STATUTORY LIMITATION OF LIABILITY

The City of Waupun is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations and defenses under Section 893.80, Wis. Stats., or any subsequent amendments thereof, any federal law, common law or other applicable laws.

#### DISCLOSURE OF OWNERSHIP

The bidder's attention called to the document in this proposal identified as "Disclosure of Ownership". A Contractor submitting a bid to, or completes negotiations with, a state agency or municipality 103.49, Stats. such Contractor shall disclose all information required on the subject document. This document shall be signed and dated by the Contractor. THIS CERTIFICATE MUST BE SIGNED BY EACH BIDDER WHETHER OR NOT IT APPLIES TO THEM.

#### EQUAL OPPORTUNITY

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disabilities as defined in Section 51.01 (5), Wisconsin Statutes, sexual orientation or national origin. This provision shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including

apprenticeship. The Contractor agrees to post in conspicuous places available for employees and applicant's employment notices to be provided by the contracting officer setting forth the provision of the non-discrimination clause.

## **PROSECUTION AND PROGRESS**

### **SUBLETTING OR ASSIGNMENT OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or his right, title, or interest therein, without written consent of the Owner.

Consent to sublet any portion of the contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract or to release the Contractor of his liability under the contract and bond.

All transactions of the Director shall be with the Contractor; subcontractors shall be recognized only in the capacity of employees or worker and shall be subject to the same requirements as to character and competence.

Request for permission to sublet any portion of the contract shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. The Director may also require that each request be accompanied by a copy of the proposed subcontract. Any subsequent change in the terms of the subcontract shall be subject to separate approval.

Work by a subcontractor shall not proceed until the request for permission to sublet such work is approved. If the Contractor proposes to have work performed by a person or firm other than a subcontractor, he shall inform the Director in writing, if required, of the specific arrangement under which the work will be performed, so that it may be established whether or not such arrangement constitutes subcontracting.

### **PROSECUTION OF THE WORK**

Unless otherwise provided in the Special Provisions, the Contractor shall not begin the work to be performed under the contract before receiving written notification from the Director to do so, and shall thereupon begin the work within ten (10) days after the date of such written notice.

Definite notice of intention to start work shall be given to the Director at least seventy-two (72) hours in advance of beginning work.

The Contractor shall employ an ample force of workers and provide construction plant properly adapted to the work and of sufficient capacity and efficiency to accomplish the work in a safe and workmanlike manner at the rate of progress specified. All plants shall be maintained in good working order and provision shall be made for immediate emergency repairs.

Should the Contractor fail to maintain the rate of progress required to complete the work within the contract time specified, the Director may require that (either or both) additional workers and equipment be placed on the work, or a reorganization of plant layout be effected in order that the work will be brought up to schedule and maintained there. Should the Contractor fail to comply therewith, the Director may proceed under the provisions of Default of Contract.

In the event work is prosecuted during adverse weather conditions, the Contractor will be required to exercise such precautions necessary to produce satisfactory work, and shall protect the finished work from the elements. It is agreed and understood that the cost thereof has been included in the unit prices bid for the various items of work in the contract and that no extra compensation will be allowed therefore.

LIMITATION OF OPERATIONS

The Contractor shall conduct his work so as to create a minimum amount of inconvenience to vehicular and foot traffic. At any time when, in the judgment of the Director, the Contractor has obstructed or closed, or is carrying on operations on a greater portion of the street than is necessary for the proper prosecution of the work, the Director may require the Contractor to finish the sections on which work is in progress before work is started on any additional sections.

CHARACTER OF WORKER

The Contractor shall employ such superintendents, foremen and workers as are able and competent. The Director may demand in writing the dismissal of any person or persons employed by the Contractor, about or upon the work who shall misconduct himself or themselves or be incompetent or negligent in the due and proper performance of his or their duties, or neglects or refuses to comply with the direction given, and such person or persons shall not be employed again thereon without the written consent of the Director. Should the Contractor continue to employ or again employ such person or persons, the Director may withhold all estimates which are due or may become due, or the Director may suspend the work until such orders are complied with.

METHODS AND EQUIPMENT

The Contractor shall provide and furnish the machinery equipment and tools necessary to perform the work.

These shall be in such condition and of such capacity to produce a satisfactory quality of work and to complete the same within the contract time.

Equipment shall be such that no injury to the roadway, structures, adjacent property, or other highways will result from its use, and it shall conform to the requirements set forth in detail under specific items or classes of work.

The gross weight of vehicle and load for vehicle used in the transportation of materials for pavements, base courses and shoulders over the subgrade, base course, or pavement shall not exceed that permitted by the Wisconsin Statutes for Class "A" highways.

Failure on the part of the Contractor to provide adequate equipment, maintained in proper working order, may be sufficient cause for suspension of specific operations until compliance is attained or may constitute cause for Default of Contract.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the Director will accomplish the contract work in conformity with the requirements of the contract.

When the contract specifies the use of certain methods and equipment for the work, such methods and equipment shall be used unless others are authorized by the Director. If the Contractor desires to use a method or type of equipment other than those specified in the contract, he may request authority from the Director to do so. The request shall be made in writing and shall include a full description of the methods and equipment proposed and the reason for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Director determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the Director

may direct. No change will be made in basis of payment for the construction items involved nor in contract time as a result of authorizing a change of methods or equipment under these provisions.

#### TEMPORARY SUSPENSION OF WORK

The Director shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather and such other conditions as are considered unfavorable for prosecution of satisfactory work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given to perform any or all provisions of the contract.

Authorizations or orders to suspend work shall be in writing. Unless otherwise specifically provided, no additional or extra compensation or additional contract time will be allowed due to suspension of operations.

In the event it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily, nor become damaged in any way, and he shall take every precaution to prevent damage to or deterioration of the work performed, he shall provide suitable drainage of the roadway by opening ditches, drains, etc. and shall erect temporary structures where necessary.

#### DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION

The time for completion of the work contemplated under the contract will be specified in the proposal either as a specific number of calendar days including Sundays and Holidays, or as a given date. It is understood that the completion of the work with the time as specified is an essential part of the contract.

Work shall be prosecuted diligently to completion. Failure to begin operations, or in the diligent prosecution thereof within the intent of this subsection, may be considered as a breach of contract and render the Contractor liable to action under Default of Contract, or the revocation of his privilege to bid additional work, or both.

The contract starting date, for purposes of determining contract time charges and extensions, is defined as follows:

When the contract provides for started work by a fixed or given calendar date, such date will be construed to be the contract starting date irrespective of the date construction operations are started.

When the contract provides for starting work not later than ten (10) days after the date of written notification from the Director to do so, or not later than ten (10) days after the date of official notification to the Contractor of the final execution of the contract, the contract starting date will be construed to be the date construction operations are started or the tenth day following the date of such notification, whichever is earlier.

Contract time on the calendar day basis will not be charged during periods of complete suspension of operations, when approved by the Owner in conjunction with an order by the Director suspending operations as elsewhere herein set forth, or when so provided in the Special Provisions.

Contract time will be extended in an amount as is mutually agreed on by the Owner and the Contractor, on the basis of Contract Change order involving alterations in the contract affecting the prosecution of work, or involving extra or additional work, when such alterations are necessary for the purposes or convenience of the Owner, or when such extra or additional work is of such character or is ordered to be done at such a time that the amount of time reasonably necessary to perform such work is disproportionate to the contract time originally set up in the proposal. The agreement for extended time on this account shall be arrived at concurrently with and as a part of the consideration for the specific alteration or extra or additional work covered by that order. In the event no specific mention

thereof is made in such order the value of the extra or additional work will be included in the computation for extension of contract time for increased value of work hereinafter set forth.

In the event that the money value of work completed, exclusive of such extra or additional work for which additional time has been agreed upon as herein before set forth, is in excess of the amount of the original contract, the contract time will be extended proportionately in an amount, computed to the nearest whole day, in the ratio that the final cost of the work, exclusive of the cost of such extra or additional work for which additional time had been agreed upon as previously set forth, bears to the total amount of the original contract. When a contract completion date is stipulated, the equivalent contract time for this purpose will be construed as the total elapsed calendar days between the contract starting date and the contract completion date.

Should the Contractor find it impossible to complete with work on or before the time for completion as specified in the contract, or extended as above set forth, he may, at any time prior to stipulated for completion, or extended as above set forth, make a written request to the Director for an extension of time, setting forth therein the reasons which he believes will justify the granting of this request. If the Owner finds that the work was delayed because of conditions beyond the control of the Contractor, he may grant an extension of time for completion in such an amount as he finds to be warranted and justified.

#### FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail to complete the work within the time agreed upon in the contract or within such extra time as may have been allowed by the extensions, there shall be deducted from any moneys due or that may become due the Contractor the sum set forth in the following schedule for each and every calendar day, including Sundays and Holidays, that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Owner from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

#### SCHEDULE OF LIQUIDATED DAMAGES

The fixed, agreed and liquidated damages shall be assessed in accordance with the following schedule.

| Original Contract Amount |           | Daily Charge |             |
|--------------------------|-----------|--------------|-------------|
| From                     | To        | Calendar Day | Working Day |
| \$0                      | \$50,000  | \$100        | \$250       |
| 50,000                   | 100,000   | 150          | 275         |
| 100,000                  | 300,000   | 200          | 425         |
| 300,000                  | 500,000   | 325          | 675         |
| 500,000                  | 1,000,000 | 475          | 1,200       |
| 1,000,000                | --        | 550          | 1,300       |

The sum shall be considered and treated not as a penalty but as a fixed, agreed, and liquidated damages due to the City of Waupun from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision and other items which have caused an expenditure of public funds resulting from failure to complete the work within the time specified in the proposal.

Permitting the Contractor to continue working after the expiration of the time fixed for its completion or after the date of time extension shall in no way act as a waiver on the part of the City of Waupun for any of its rights under the contract.

#### DEFAULT OF CONTRACT

If the Contractor fails to begin the work under contract within the time specified, or fails to perform the work with sufficient worker and equipment or with sufficient material to insure the completion of said work within the specified time, or shall perform the work unsuitably, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors or if the Contractor is determined to be violation of the provisions of the contract relative to hours of labor, wages, character, and classification of worker employed, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Director shall give notice in writing to the Contractor and his Surety of such delay, neglect, or default, specifying the same; and if the Contractor, within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Owner shall, upon written certification by the Director of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority to forfeit the rights of the Contractor and at its option to call upon the Surety to complete the work in accordance with the terms of the contract; or it may take over the work upon giving notice to the surety, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the work by or on its own force account, or may enter into a new agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the work under contract shall be deducted from any moneys due or which may become due on such contract. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the contract if it had been completed by said Contractor, then said Contract shall be entitled to receive the difference subject to any claims for liens thereon which may be filed with the Owner, or any valid assignment filed with it, and in case such expense shall exceed the sum which would have been payable under the contract, the Contractor and the Surety shall be liable and shall pay to the Owner the amount of such excess.

#### EMERGENCY DEFERMENT OR CANCELLATION OF CONTRACT

1. General: The Owner and the Contractor, in the event of a national emergency that creates a shortage of materials, labor, or equipment, (a) by reason of war conditions involving the United States, or (b) by reason of orders of the United States Government or its duly authorized agencies, or (c) executive order with respect to prosecution of war or national defense, may upon a finding by the Owner that such emergencies do exist, and by reason of which such Contractor is unable to proceed with his construction contract, or any part thereof, as hereinafter provided.
2. Deferment: In all cases where construction is deferred, it shall be done by written agreement between the Owner and the Contractor stating the terms and condition of such deferment. In such cases, the Contract will be paid for eighty-five (85) percent of the amount of work already completed, at contract unit prices, or agreed prices where no unit prices were included in the contract. Provided, however, that when such action is advisable, the Owner and Contractor, with the written approval of Surety for the Contractor, may upon approval by the Director

make partial payment as herein provided for not to exceed ninety-two and one half percent (92½%) of such amount of work already completed. If agreement upon the terms and conditions of such deferment cannot be agreed upon, the original contract is to remain in full force and effect.

3. Cancellation: Where the contract, or any portion thereof is definitely terminated or canceled; the Contractor released before all items of work included in his contract have been completed, payment will be made for actual items of work completed at contract unit prices, or agreed prices where no unit prices are contained in the contract, and no claim for less of anticipated profits shall be considered. Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested and accepted by the Owner, and that are not incorporated in the work, may, at the option of the Owner, be purchased from the Contractor at actual cost as shown by receipted bills at such points of delivery as may be designated by the Owner.

If agreement upon the terms and conditions of cancellation of all or any part of any construction contract cannot be agreed upon, the original contract, or uncompleted part thereof, shall remain in full force and effect.

#### TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY

Whenever the improvement contemplated and covered by the contract shall have been completely performed on the part of the Contractor and all parts of the work have been approved and accepted by the Director, according to the contract, and the final estimate paid, the Contractor's obligations shall then be considered fulfilled, except as set forth in his Contractor's bond.



## **MEASUREMENT AND PAYMENT**

### **MEASUREMENT OF QUANTITIES**

The determination of quantities of work acceptably completed under the terms of the contract, or as directed by the Director in writing, will be made by the Director and based on measurements taken by him or his assistants. These measurements will be taken according to the United States standard measure. All surface and linear measurements will be taken horizontally unless otherwise shown on plans or specified. Structures shall be measured to the neat lines as shown on the plans, or as ordered in writing by the Director.

When base course, topsoil, surface course, or any materials are measured by the cubic yard in the vehicle, such measurement shall be taken at the point of delivery. The capacity of all vehicles shall be plainly marked on said vehicle and the capacity or marking shall not be changed without permission of the Director. The Director may require all vehicles to have uniform capacity.

### **SCOPE OF PAYMENT**

The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the work and for performing all work contemplated and embraced under the contract; also for less of damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Director, and for all risks of every description connected with the prosecution of the work, for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for any infringement of patent, trade-mark, or copyright; and payment of any estimate or of any retained percentage shall not relieve the Contractor of any obligation to make good any defective work or material.

No moneys, payable under the contract, or any part thereof, except the estimate for the first month or period, shall become due and payable if the Owner so elects, until the Contractor shall satisfy the said Owner by supplying release claims and/or lien waivers that he fully settled or paid for all materials and equipment used in or upon the work and labor done in connection therewith, and the Owner, if he so elects may pay any or all such bills, wholly or in part, and deduct the amount or amounts so paid from any monthly or final estimate, excepting the first estimate.

In the event the Surety given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in a State revoked as provided by law, the Owner may, at its election, withhold payment of any estimate filed or approved by the Director until the Contractor shall give a good and sufficient bond in lieu of the bond so executed by such Surety.

### **PAYMENT FOR INCREASED OR DECREASED QUANTITIES**

When alterations in the plans or quantities of work not requiring supplemental agreements, as herein before provided for, are ordered and performed, the Contractor shall accept payment in full at the contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

### **PAYMENT FOR OMITTED ITEMS**

The Director shall have the right to cancel or alter the portions of the contract relating to the construction of any item or items by the payment to the Contractor of a fair and equitable amount covering all items of costs incurred prior to the date of cancellation, alteration, or suspension of the

work by order of the Director. The Contractor shall accept payment in full at the contract unit prices for any work actually performed prior to the date of cancellation, alteration, or suspension of the work by the order of the Director. No allowance will be made for anticipated profits in reimbursements to the Contractor for omitted items of work. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of cancellation, alteration, or suspension of the work by order of the Director will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner. The Contractor shall submit immediately certified statements covering all money expended in preparation for work on any omitted item when such preparation has not value to the remaining items of the contract, or for a proportionate amount based on the total contract price over which such preparation would ordinarily be distributed when other items are included in such preparation.

#### PARTIAL PAYMENTS

The Director will make written estimates of the materials complete in place and the amount of work performed in accordance with the contract during the current period of time between estimates and the value thereof figured at the contract unit prices. Retained percentages will be in accordance to Wisconsin Statutes 66.0901(9) for public works projects. The retainage shall be an amount equal to not more than 5% of the estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the contractor and no additional amounts will be retained unless the engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the contractor. At 50% completion or any time after 50% completion when the progress of the work is not satisfactory, additional amounts may be retained but the total retainage will not be more than 10% of the value of the work completed. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the municipality are valid reasons for noncompletion, the municipality may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed. Estimates will be made monthly or for such longer periods as mutually agreed upon. No estimates except final estimates will be made for a sum less than five hundred dollars (\$500.00). The estimates will be approximate only and all partial or monthly estimates or payments shall be subject to correction in the estimates rendered following discovery of an error in any previous estimates.

Should any defective work or material be discovered, or should a reasonable doubt arise as to the integrity of any part of the work completed previous to the final acceptance and payment, there will be deducted from the first estimate rendered after the discovery of such work an amount equal in value to the defective or questioned work, and this work will not be included in a subsequent estimate until the defects have been remedied or the causes for doubt removed.

#### ACCEPTANCE AND FINAL PAYMENT

Within ten (10) days after the completion of any contract and before final acceptance, a final inspection must be made by the Director to determine whether the work has been completed in accordance with the contract, plans and specifications. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. When the work has been so completed and certified to the Owner, the work will be considered accepted and the final estimate shall be executed and submitted.

Neither the final payment nor any provision in the contract documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship, and upon written notice, shall remove any defects due thereto, and pay for any damage due to other work resulting therefrom which shall appear within one (1) year after the date of completion and acceptance, unless otherwise specified in the Special Provisions. A guarantee fund, equal to one (1%) percent of the contract will be held from the final amount due the Contractor, for this period will be one (1) year.

## 2023 SIDEWALK MANAGEMENT PROGRAM PROPOSAL

Director of Public Works  
Waupun City Hall  
201 E Main St  
Waupun, WI 53963

The undersigned, having examined the Plans, Specifications, Contract documents, Special Provisions and the site of the work does hereby submit the following Proposal to do and perform all of the work for the completion of the designated projects, all in accordance with the applicable specifications and approved plans for the work, together with all standard and special designs that may be designated on such Plans and Special Provisions.

The undersigned bidder, if awarded the Contract, agrees to begin work not later than ten days after the date of written notification from the Director of Public Works to do so, and to complete same by August 1, 2023 in accordance with said specifications.

The undersigned bidder does hereby declare and agree to be bound, and to perform the work all in accordance with the terms, conditions and requirements of the foregoing Proposal, Contract, Applicable Specifications, Special Provisions and the Plans and Working Drawings. The Applicable Specifications and all Plans and Working Drawings are made a part hereof as fully and completely as if attached hereto in detail.

Proposal Submitted By:

\_\_\_\_\_  
(Bidder)

of \_\_\_\_\_

\_\_\_\_\_

Sole Trader, or Co-Partner or Corporation

By \_\_\_\_\_ (Bidder must sign on this line)

\_\_\_\_\_ Title

If a Corporation, answer the following:

\_\_\_\_\_  
Incorporated under the laws of what state?

SCHEDULE OF PRICES  
2023 SIDEWALK MANAGEMENT PROGRAM CITY OF WAUPUN

| Item No. | Quantity | Unit | Item Description                                    | Bid Price | Total Amount |
|----------|----------|------|---|-----------|--------------|
| 1        | 11425    | SQFT | 4" Concrete Sidewalk                                |           |              |
| 2        | 2250     | SQFT | 6" Concrete Sidewalk                                |           |              |
| 3        | 0        | SQFT | 8" Concrete Pavement                                |           |              |
| 4        | 13664    | SQFT | Sidewalk & Driveway Removal                         |           |              |
| 5        | 0        | LNFT | Sawcut Asphalt Pavement                             |           |              |
| 6        | 1740     | EACH | Drilled Sidewalk Bars (#4 x 12")                    |           |              |
| 7        | 50       | EACH | Install Detectable Warning Field - Supplied by City |           |              |
| 8        | 0        | LNFT | 6" Wide Variable Concrete Pedestrian Curb           |           |              |
| 9        | 890      | LNFT | 30" Concrete Curb & Gutter - Standard               |           |              |
| 10       | 890      | LNFT | Curb and Gutter Removal                             |           |              |
| 11       | 0        | SQFT | 4½" Asphalt Pavement                                |           |              |
|          |          |      |   |           |              |
|          |          |      |   | Total     |              |

**2023 SIDEWALK MANAGEMENT PROGRAM  
FOR AUTHORIZED EXTRA OR FORCE ACCOUNT WORK**

NOTE: The following unit prices are agreed upon as the prices to be used in computing any extra or force account work authorized by the Director on this contract.

| <u>ITEM NO.</u> | <u>DESCRIPTION</u>                              | <u>UNIT PRICE</u> |
|-----------------|---|-------------------|
| 1.              | Grader and Operator.....                        | \$ _____          |
| 2.              | End Loader (Rubber) and Operator.....           | \$ _____          |
| 3.              | End Loader (Track) and Operator .....           | \$ _____          |
| 4.              | Backhoe and Operator .....                      | \$ _____          |
| 5.              | Truck and Operator (10 yard).....               | \$ _____          |
| 6.              | Truck and Operator (>10 yard).....              | \$ _____          |
| 7.              | Compressor and Air Tools .....                  | \$ _____          |
| 8.              | Mechanical Tamper.....                          | \$ _____          |
| 9.              | Concrete Saw.....                               | \$ _____          |
| 10.             | Rubber Tire Roller and Operator.....            | \$ _____          |
| 11.             | Vibrating Screed .....                          | \$ _____          |
| 12.             | Crushed Aggregate Sub-base (Tons in place)..... | \$ _____          |

Any trades or classes of labor other than the operators of the equipment shown will follow the pertinent rates set forth in the wage rates attached to these specifications

## 2023 SIDEWALK MANAGEMENT PROGRAM LIST OF SUBCONTRACTORS

Pursuant to Section 66.29(7), Wisconsin Statutes, the bidder as part of this proposal, submits this full and complete list of all subcontractors and the class of work to be performed by each. Failure to provide this information may result in rejection of bid. (If there will be no subcontractors on the work, the bidder should note "None" below).

| NAME OF SUBCONTRACTOR | CLASS OR ITEM OF WORK |
|-----------------------|-----------------------|
| <hr/>                 | <hr/>                 |
| <hr/>                 | <hr/>                 |
| <hr/>                 | <hr/>                 |
| <hr/>                 | <hr/>                 |
| <hr/>                 | <hr/>                 |
| <hr/>                 | <hr/>                 |
| <hr/>                 | <hr/>                 |

I hereby certify that the used of the name of the above subcontractor was with the knowledge and consent of the subcontractor.

---

**Bidder**

### SUBLETTING OR ASSIGNING OF CONTRACT

If the contractor sublets the whole or any part of the work to be done under this contract, he shall not under any circumstances be relieved of his liabilities and obligations. All transactions of the Director shall be with the contractor; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The contractor shall not sublet, assign, transfer or convey his right, title or interest therein, or his power to execute such contract, to any person, firm, partnership, or corporation without the written consent of the Director of Public Works.

**2023 SIDEWALK MANAGEMENT PROGRAM AFFIDAVIT OF BIDDER**

STATE OF WISCONSIN                    )  
  ) SS  
CITY OF WAUPUN                        )

Pursuant to Section 66.0901(7), Wisconsin Statutes,

\_\_\_\_\_  
(Name of person signing this affidavit)

being duly sworn, deposes and says that he is the duly authorized representative of

\_\_\_\_\_  
(Name of person, firm, or corporation submitting bid)

bidder for doing work or labor or the furnishing of material under the proposal of which this affidavit is a part, and that the bidder has examined and carefully prepared his bid form, the plans and specifications, and has checked the same in detail before submitting said proposal or bid to the City of Waupun represented by the Common Council.

\_\_\_\_\_  
(Signed by bidder or his authorized representative)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**2023 SIDEWALK MANAGEMENT PROGRAM  
100% PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_ as Principal, and  
\_\_\_\_\_, a corporate surety authorized to transact  
business in the State of Wisconsin, as Surety, are held and firmly bound unto  
\_\_\_\_\_ The City of Waupun, Wisconsin \_\_\_\_\_ hereinafter called the "Owner", in the penal sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of  
the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has executed the attached agreement dated  
\_\_\_\_\_ for the \_\_\_\_\_ 2023 SIDEWALK MANAGEMENT PROGRAM \_\_\_\_\_

Now, Therefore, if the attached Agreement is executed on behalf of the Owner, and if the Principal shall well and truly keep, do and perform each and every matter and thing in the foregoing written contract set forth and specified to be by said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named obligee all losses and damages which said obligee may sustain by reason of the failure or default of the said Principal, and shall pay to each and every person or party entitled thereto, all claims for work or labor performed and materials furnished, used or consumed for, in or about the work covered by said contract, including, without limitation because of specific enumeration therein, all of the items included in Section 779.14 Wisconsin Statutes, all as provided in said contract, then this obligation shall be void; otherwise to be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of agreement to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument in two original counterparts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SEAL: \_\_\_\_\_  
Principal Date

By: \_\_\_\_\_

SEAL: \_\_\_\_\_  
Name of Surety Date

By: \_\_\_\_\_



### Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

(1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met**.

(A) The contractor, or a shareholder, officer or partner of the contractor:

(1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or

(2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

#### Other Construction Business

|                           |      |       |          |
|---------------------------|------|-------|----------|
| Business Name             |      |       |          |
| Street Address or P O Box | City | State | Zip Code |
| Business Name             |      |       |          |
| Street Address or P O Box | City | State | Zip Code |
| Business Name             |      |       |          |
| Street Address or P O Box | City | State | Zip Code |
| Business Name             |      |       |          |
| Street Address or P O Box | City | State | Zip Code |

**I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.**

|  |      |             |          |
|--|------|-------------|----------|
| Print the Name of Authorized Officer                 |      |             |          |
| Authorized Officer Signature                         |      | Date Signed |          |
| Corporation, Partnership or Sole Proprietorship Name |      |             |          |
| Street Address or P O Box                            | City | State       | Zip Code |

**If you have any questions call (608) 266-6861**

**ERD-7777-E (R. 01/2011)**

## 2023 SIDEWALK MANAGEMENT PROGRAM CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between \_\_\_\_\_ party of the first part, hereinafter called the "CONTRACTOR" and the CITY OF WAUPUN, WISCONSIN, a municipal corporation, party of the second part, hereinafter called the "OWNER".

### WITNESSETH

That the Contractor and the Owner, for the consideration herein stated, do agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed, and shall provide and furnish labor, materials, tool, expendable equipment, and all utility and transportation services required to perform and compete in a workmanlike manner, all of the work required and contemplated by this Contract for the City of Waupun's "2023 SIDEWALK MANAGEMENT PROGRAM" all in strict accordance with the Contract and Specifications, and Special Provisions, the same, together with the Contractor's Proposal and Bidding Schedule to be considered and made a part of this Contract.

ARTICLE II. INDEMNITY CLAUSE. The Contractor does hereby covenant and agree to indemnify and save harmless the Owner from all fines, suits, claims, demands, and actions of any kind and nature by reason of any and all of its operations hereunder, and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damage for any and all accidents or injuries to persons or property.

ARTICLE III. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of his Contract, subject to any additions or deductions,

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(\$ \_\_\_\_\_). The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the Contractor, calculated upon the unit prices set out in the contract.

The foregoing total sum shall be the basis for establishing the amount of Surety Performance Bond, and is not to be construed as the lump sum contract price.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT. This contract shall consist of the following component parts, all of which shall be considered as fully a part of this contract as if the same were set out verbatim, if not attached, as if attached hereto.

1. Special Provisions
2. Contract Specifications
3. Instructions to Bidders
4. Advertisement for Bids
5. Contractor's Proposal
6. This Instrument

The Contractor agrees to commence work under this Contract on a date to be specified in a written order from the Owner and does further agree to fully complete all work included in this Contract to a point of final acceptance by the Owner by August 1, 2023.

This Contract is intended to conform in all respects to the applicable statutes of the State of Wisconsin, and if any part or provision of this Contract conflicts therewith, then in that event said statutes shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two original counterparts the day and year first above written.

\_\_\_\_\_  
Contractor

(Corporation Seal) (Partnership)  
(Individual)

In Presence Of:

\_\_\_\_\_  
PRESIDENT OR CO-PARTNER

\_\_\_\_\_  
SECRETARY OR PARTNER

\_\_\_\_\_  
(ADDRESS)

THE CITY OF WAUPUN  
A WISCONSIN MUNICIPALITY

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

\_\_\_\_\_  
Date: \_\_\_\_\_ CITY CLERK

Provisions have been made to pay the liability that will accrue under this contract.

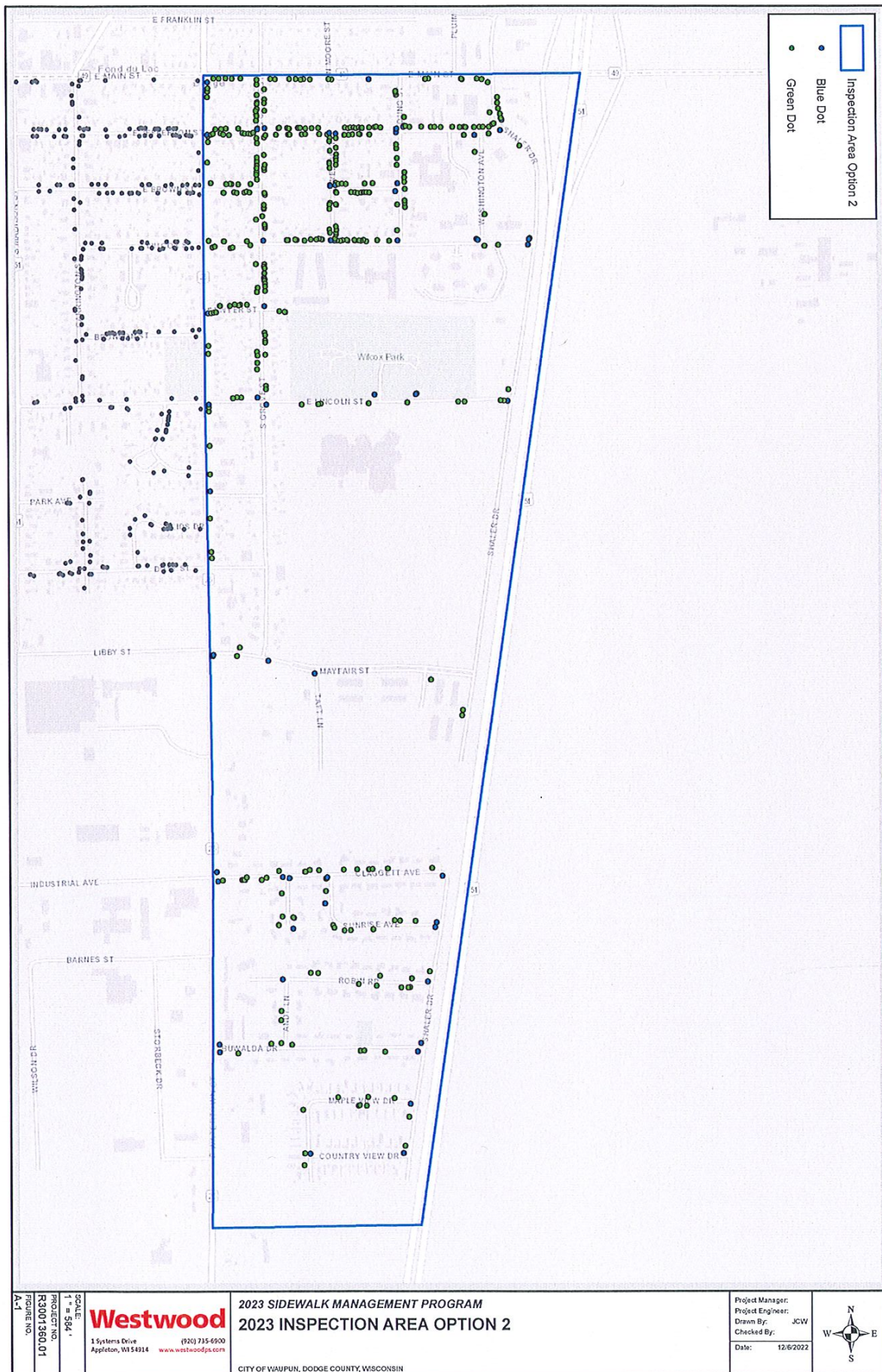
Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

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

# **2023 SIDEWALK MANAGEMENT PROGRAM APPENDIX 1**

2023 Sidewalk Construction Map Detail Drawings



A-1

SCALE:

1" = 500'

PROJECT NO.

R3001360.01

FIGURE NO.

**Westwood**  
3 Systems Drive (820) 735-6900  
Appleton, WI 54914 [www.westwoodps.com](http://www.westwoodps.com)

**2023 SIDEWALK MANAGEMENT PROGRAM**  
**2023 INSPECTION AREA OPTION 2**

CITY OF WAUPUN, DODGE COUNTY, WISCONSIN

Project Manager:  
Project Engineer:  
Drawn By: JCW  
Checked By:  
Date: 12/6/2022

