

**CONTRACT AND SPECIFICATION**

**ASPHALT PAVING CONTRACT**

**DATE: 1/24/2022**

**CITY OF WAUPUN**

**CITY OF WAUPUN  
201 MAIN STREET  
WAUPUN, WI 53963**



CITY OF WAUPUN DEPARTMENT OF PUBLIC WORKS  
Waupun City Hall – 201 E. Main Street, Waupun WI  
P: 920-324-7918 \* F: 920-324-7939  
[www.cityofwaupun.org](http://www.cityofwaupun.org)

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DEPARTMENT OF PUBLIC WORKS  
CITY OF WAUPUN  
WAUPUN, WI 53963

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**NOTICE OF BIDDING**

The City of Waupun will receive sealed bids at the office of the City Clerk, located at 201 E. Main St., Waupun, Wisconsin 53963 for asphalt paving and mill and overlay projects until **Monday, January 31, 2022 at 11:00 am**. All bids will be publicly opened and read aloud at that time.

**PROJECT: ASPHALT PAVING CONTRACT**  
**W. Lincoln St (Bly to Beaver Dam)**  
**Pioneer Ave (Rock Ave. to N. West St.)**  
**Edgewood Dr. (Brandon St. to Beske St) – LRIP FUNDED**  
**Hawthorn Dr – (Astra Dr. to Madison St.)**  
**Commercial St (W. Franklin St. to Taylor St)**  
**Alley (Between N. Grove St. and Moore St)**

A portion of the project is part of Local Road Improvement Program. Project consists of bituminous milling, pulverizing, and bituminous paving of existing streets. Greater details will be given in construction specifications. Project consists of bituminous milling, pulverizing, and bituminous paving of existing streets. Greater details will be given in construction specifications.

All proposals must be made on blank forms furnished by the City of Waupun and in accordance with the General Instructions to Bidders. Plans, Specifications and Contract Documents may be examined and/or obtained at the Office of the Director of Public Works, 201 East Main Street, Waupun, WI. For bidding purposes, no deposit will be required for each set of plans, specifications, and contract documents. All proposal envelopes must be clearly marked **“BID – ASPHALT PAVING CONTRACT”**

Each proposal shall be accompanied by a certified check or bid bond, equivalent to five percent (5%) of the minimum proposal base bid, either of the above to guarantee that, if a proposal is accepted by the City, a contract will be entered into, and its performance properly secured. If the successful bidder fails to execute the contract and furnish payment and performance bonds within 15 days after the award, the Check or Bid Bond shall be forfeited to the City of Waupun as liquidated damages, Section 62.15(3), Wisconsin Statutes.

No bid may be withdrawn for a period of 60 days after the opening date.

The letting of the work described herein is subject to the provisions of Section 66.0901 of the Wisconsin Statutes. The City reserves the right to reject any or all bids, waive or not waive formalities in the bids received, and to accept any proposal which the City deems most favorable to the interests of the City.

Construction time is of the essence. Completion delays are subject to liquidated damages.

BOARD OF PUBLIC WORKS  
Jeff Daane  
Director of Public Works

(Publish January 17 and January 24, 2022)

**PROPOSAL**

**Bids to be received until 11:00 a.m. on January 31, 2022**

**To:                   City Clerk  
                          City of Waupun  
                          City Hall,  
                          201 E. Main St.  
                          Waupun, WI 53963**

The undersigned, having familiarized himself with the local conditions affecting the cost of the work and with the contract documents, including the Notice of Bidding, General Provisions and Instructions to Bidders, the Form of the Proposal, the Form of the Contract, the Form of the Bond, Plans and Specifications, issued and on file in the Office of the Director of Public Works of the City of Waupun, Wisconsin hereby proposes to perform everything required to be performed and to provide and furnish all the labor, necessary tools, materials, or expendable material, all utility and transportation services and appurtenances necessary to perform and complete all the work required and as called for in the following proposals in connection with the construction of Asphalt Paving.

More particularly known as Asphalt Paving Contract in and for the City of Waupun, Wisconsin, all in accordance with the Plans and Specifications on file, issued thereto for the following prices:

In submitting this Bid, the Bidder also represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site Conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- E. Bidder is aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- F. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

- G. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**CITY OF WAUPUN  
DEPARTMENT OF PUBLIC WORKS  
BID FORM**

Date: January 10, 2022

Item No	Item Description	Approx S. Y.	Mill Price	Surface Price	Total Price
1.	2" Profile Mill				
	2" Blacktop Surface (4LT 58-28s)				
	W. Lincoln St (Bly St. to Beaver Dam St.)	4223			
	Pioneer Ave (Rock Ave. to N. West St.)	2324			
	Edgewood Dr ( Brandon St. to Beske St.) - LRIP FUNDED	4009			
	Hawthorn Dr (N. Madison St. to Astra Dr.)	950			
Commercial St (W Franklin St. to Taylor St.)	1398				
<b>Total Item #1</b>					

Item No	Item Description	Approx S. Y.	Full Depth Mill Price	Binder Price	Surface Price	Total Price
2.	3 1/2" Full Depth Mill					
	2" Binder (3LT 58-28s)					
	1 1/2" Surface (4LT 58-28s)					
	Ally (Between N. Grove St. & Moore St.)	484				
<b>Total Item #2</b>						

<b>TOTAL PRICE (Item #1 and #2)</b>				Binder Price	Surface Price	Total Price
				Mill Price		

If the undersigned is notified of the acceptance of this proposal within 60 days after the date of opening the bids, the undersigned agrees to execute a contract for the required work for the compensation stated in the foregoing proposal scheduled, within 15 days after the Notice of Award of Contract, on the forms included in the contract documents attached hereto.

The undersigned agrees to start the work within five days after the execution of the contract by all parties, unless otherwise directed by the Director of Public Works. The undersigned agrees, if awarded the Contract, to complete the work by August 1, 2022.

CONTRACTOR and the CITY recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY \$200.00 for each day that expires after the time specified above until final completion of the Work.

There is enclosed with this proposal a (certified check) (bid bond) in the sum of \$\_\_\_\_\_.

I hereby certify that all statements herein made on behalf of:

\_\_\_\_\_  
(Name of Corporation) (Partnership) (Individual)

a **CORPORATION** organized and existing under the laws of the State of Wisconsin,

a **PARTNERSHIP** consisting of: \_\_\_\_\_

\_\_\_\_\_

an **INDIVIDUAL** trading as: \_\_\_\_\_

of the City of \_\_\_\_\_, State of \_\_\_\_\_.

That I have full authority to make such statements and submit this proposal in (its) (their) (my) behalf.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

as Principal, and the \_\_\_\_\_

a \_\_\_\_\_ corporation, as Surety, as held and firmly bound

unto the City of Waupun, a Wisconsin Municipality, as obligee, in the full and just sum of

\_\_\_\_\_ Dollars

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal:

\_\_\_\_\_  
\_\_\_\_\_

NOW, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts excess of the former, in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered \_\_\_\_\_, 20\_\_

Witness as to Principal:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
(For: Principal)

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
(For: Surety)



**CONTRACT FORM**

This contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the City of Waupun, a Wisconsin Municipality, hereinafter called the Owner, and

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Partnership)

\_\_\_\_\_  
(Individual)

a **CORPORATION** organized and existing under the laws of the State of \_\_\_\_\_,  
a **PARTNERSHIP** consisting of \_\_\_\_\_

\_\_\_\_\_ an **INDIVIDUAL** trading as \_\_\_\_\_  
of the City of \_\_\_\_\_, State of \_\_\_\_\_

hereinafter called the Contractor, witnessed that the parties hereto do mutually agree as follows:

**CONTRACT TIMES**

The Work will be completed on or before August 1, 2022. The Notice to Proceed is not anticipated to be issued until June 15, 2022.

**STATEMENT AND PAYMENT FOR WORK:**

The Contractor shall furnish all labor and materials, and perform all work required for this contract for the consideration of prices submitted on: Bid Form

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ to be paid by the Owner to the Contractor in strict accordance with this Contract, the Proposal as accepted, Notice and Instruction to Bidders, General and Special Provisions, Specifications and Plans as prepared by the Director of Public Works, all of which are made a part hereof and designated as follows:  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof the parties hereto have executed this Agreement as of the day and year first above written:

\_\_\_\_\_  
Contractor

(Corporation Seal) (Partnership)  
(Individual)

Two Witnesses:

\_\_\_\_\_

\_\_\_\_\_  
Street & Address

\_\_\_\_\_

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Title

THE CITY OF WAUPUN,  
A WISCONSIN MUNICIPALITY

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

\_\_\_\_\_  
City Clerk

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the Corporation named as the  
Contractor herein:

that \_\_\_\_\_, who signed this contract on the behalf  
of the Contractor, was then \_\_\_\_\_ of said corporation, and that such contract was  
duly signed for and in behalf of said corporation by authority of its governing body.

## GENERAL PROVISIONS & INSTRUCTIONS TO BIDDERS

**GENERAL:** The Standard Specifications for Road and Bridge Construction, State of Wisconsin, Department of Transportation, latest edition, shall govern the construction of the work to be performed under this contract.

**DEFINITION AND TERMS:** The following definitions and terms shall be substituted for those shown in Section 101 of the "Standard Specifications."

1. **Administrator:** Where this term is used throughout the "Standard Specifications," it shall be understood to mean the City Council of the City of Waupun.
2. **Department:** Where this term is used throughout the "Standard Specifications," it shall be understood to mean the City of Waupun.
3. **Director of Public Works:** Where this term is used throughout the "Standard Specifications," it shall be understood to mean the Director of Public Works of the City of Waupun or his authorized representative limited by the particular duties entrusted to him: or the Consulting Engineer employed by the City to act in the City's behalf.
4. **Secretary:** Where this term is used throughout the "Standard Specifications," it shall be understood to mean the City Council of the City of Waupun.
5. **State:** Where this term is used throughout the "Standard Specifications," it shall be understood to mean the City of Waupun.
6. **Board of Public Works:** Where this term is used throughout the "Standard Specifications," it shall be understood to mean the Board of Public Works of the City of Waupun.

**CONTRACT AND PROPOSAL:** The Notice to Contractors, Instruction to Bidders, General and Special Provisions are a part of every proposal submitted and contract subsequently executed for doing the work referred to herein, as fully as though they had been set forth in full in the body of the proposal and contract.

<b>THE PROPOSAL MUST NOT BE DETACHED HEREFROM OR FROM THE CONTRACT BY ANY BIDDER WHEN SUBMITTING HIS PROPOSAL.</b>
--

The successful bidder will be required to execute four (4) copies of the Contract form and to furnish a performance bond on the standard form attached to each copy thereof, executed by adequate surety satisfactory to the Owner in the full amount of the contract.

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Waupun, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed 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 Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement . Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Waupun, or its elected and appointed officials, officers, employees or authorized representatives or volunteers; This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Waupun, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Waupun, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Contractor shall reimburse the City of Waupun, its elected and appointed officials, officers, employees 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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the City of Waupun, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

- A. **Laws, Regulations and Permits** - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the project. The Contractor shall also be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the City of Waupun

Director of Public Works in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work that it knew or should have known to be contrary to such laws, ordinances, rules or regulations and without giving notice to the City of Waupun Director of Public Works the Contractor shall bear all costs arising there from.

- B. **Safety & Security** - The Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out its work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of safety measures.

The Contractor shall be responsible for the safeguarding of all utilities. At least three (3) working days before beginning work, the Contractor shall call the "Diggers Hotline" Service in order to determine the location of substructures. The Contractor shall immediately notify the City of Waupun and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Wisconsin Labor regulations, the Contractor shall submit to the City of Waupun specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the City of Waupun prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the State of Wisconsin, a Wisconsin registered civil or structural engineer shall prepare the plan. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the applicable construction codes in Wisconsin or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the existing law or regulations. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by the State. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavation or trench work requiring a permit be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the City of Waupun before work begins. The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

## INSURANCE REQUIREMENTS

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

- A. **Worker's Compensation and Employers Liability Insurance** - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
- B. **Commercial General Liability and Automobile Liability Insurance** - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

**Limits** - The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Waupun or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit).
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability - Five million dollars (\$5,000,000) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage's. Coverage is to duplicate the requirements as set forth herein.

- C. **Required Provisions** - The general liability umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Waupun, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional Insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the

Contractors; products and completed operations of the Contractor; premises occupied or used by the Contractor; and vehicles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Waupun, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Waupun, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Waupun, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
  3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Waupun, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
  4. The Contractor's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect: to the limits of the insurer's liability.
  5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the Insurance carrier or the Contractor, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Waupun.
  6. Such liability Insurance shall indemnify the City of Waupun, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
  7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability **with a minimum of a 24 month policy extension**, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
  8. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Waupun, and shall have a minimum A.M. Best's rating of A-VII.
- D. **Deductibles and Self-Insured Retentions** – Any deductible or self-insured retention must be declared to and approved by the City of Waupun. At the option of the City of Waupun, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- E. **Evidences of Insurance** - Prior to execution of the agreement, the Contractor shall file with the City of Waupun a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include

an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

- F. **Responsibility for Work** - until the completion and final acceptance by the City of Waupun of all the work under and implied by this agreement, the work shall be under the contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.
- G. **Sub-Contractors** - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

**DISPUTES:** It is mutually agreed that in all questions or disputes arising from this contract in any way regarding the cost of extras, allowances, deductions, etc., the decision of the Board of Public Works shall be binding on both parties. The Director of Public Works shall have the general observation of the work and is in the first instance the interpreter of the conditions of the contract and the judgment of its performance. He shall within a reasonable time, make decisions on matters relating to the execution and progress of the work or the interpretation of the contract documents.

**PARTIAL PAYMENTS:** Article 109.6 of the Standard Specifications shall be amended as follows:

Once each month the Director of Public Works will make an estimate of the quantities of work performed and the value thereof, at contract unit or agreed unit or lump sum prices. The retainage shall be an amount equal to not more than 5% of the estimate until 50% of the work has been completed and accepted work performed under this contract. At 50% completion, no additional amounts shall be retained, and partial payments shall be made in full to the contractor unless the Director of Public Works certifies that the job is not proceeding satisfactorily. All other provisions contained in Article 109.6 shall remain in full force and effect.



PUBLIC IMPROVEMENT  
PERFORMANCE/LABOR AND MATERIAL PAYMENT BOND  
THIS BOND IS TO BE USED ON PUBLIC IMPROVEMENT CONTRACTS PURSUANT  
TO SECTION 779.14 WISCONSIN STATUTES.

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

as Principal, hereinafter called the Principal, and,

\_\_\_\_\_

duly authorized and licensed to do business in the State of Wisconsin, as Surety, hereinafter called Surety, are held and firmly bound unto THE CITY OF WAUPUN, A WISCONSIN MUNICIPALITY,

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinafter provided in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_ entered into a contract with Owner for

in accordance with drawings and specifications prepared by CITY OF WAUPUN, DEPARTMENT OF PUBLIC WORKS

which contract is by reference made a part hereof and is required by Section 779.14, Wisconsin Statutes. The said written agreement, drawings, specifications and amendments are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, as required by Section 779.14, Wisconsin Statutes, is such that, if the Principal shall faithfully perform the said contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract, to be used or consumed in making of public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. No assignment, modification or change of the Contract, or change in the work covered thereby, or any extension of time for the completion of the Contract shall release the sureties on the bond.
2. Not later than one year after the completion of the work under Contract, any party in interest may maintain an action in his own name against the Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

IN THE PRESENCE  
OF:

\_\_\_\_\_ *Principal*

\_\_\_\_\_ By: \_\_\_\_\_  
Witness Title

\_\_\_\_\_ *Surety*

\_\_\_\_\_ By: \_\_\_\_\_  
Witness Attorney-in-Fact

## SPECIAL PROVISIONS

### General

The State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, current addition, shall govern the construction of this improvement. These Special Provisions are intended to supplement the "Standard Specifications" and in case of conflict, these special provisions shall take precedence and shall govern the construction under this Contract.

Proposed location for this project is shown on the attached Location Drawing.

The City of Waupun reserves the right to reject any or all bids, waive or not waive any formalities in the bids received, and to accept any proposal which the City deems most favorable to the interests of the City. Contractor should make arrangements with Director of Public Works to review project sites prior to bidding.

The asphaltic concrete pavement shall conform to Section 460 (Hot Mix Asphalt Pavement) of the "Standard Specifications" (excludes mix & density testing).

Contractor shall provide all necessary traffic control and erosion control for the work under this contract. This includes the proper maintenance of the traffic control signs and warning lights so that they are positioned correctly to control access (coordinate with the Director of Public Works or designated City representative) and so that they include fully functional warning lights at all times. This also includes the proper maintenance of erosion control devices along with the removal of said devices at the end of the project and as directed by the Director of Public Works and/or the designated City representative.

The Contractor may not begin construction until June 15, 2022. The owner estimates one (1) mobilization for the milling crew and one (1) mobilization for the paving crew for this contract.

