

City of **Onalaska**[!]
Bidder's Proof of Responsibility



Public Works Department

THE CONTENTS OF THIS QUESTIONNAIRE SHALL BE CONFIDENTIAL FOR THE EXCLUSIVE USE OF THE CONTRACTING AGENCY AND SHALL NOT BE MADE PUBLIC EXCEPT BY WRITTEN PERMISSION OF THE PROSPECTIVE BIDDER.

The parties agree to conduct this transaction by electronic means if so desired. The applicant shall electronically sign this permit application by typing his/her name where indicated, and emailing the permit to the City and such signature shall be construed under Ch. 134, Wis. Stats., to have the same legal consequences as the applicant's written signature.

Fax: (608) 781-9506

EMAIL: kschubert@onalaskawi.gov

A faxed or emailed Bidder's Proof is considered a legal document.

DO NOT MAIL ORIGINAL.

ALL BIDDERS ON PUBLIC WORKS CONTRACTS SHALL PROVIDE PROOF OF RESPONSIBILITY IN ACCORDANCE WITH SECTION 66.0901(2), WISCONSIN STATUTES.

THIS PROOF OF RESPONSIBILITY **SHALL ONLY BE VALID THROUGH DECEMBER 31 OF THE YEAR IT IS FILED** WITH THE CITY ENGINEER.

PREQUALIFICATION STATEMENT

There is submitted herewith for your consideration, pursuant to Section 66.0901(2), Wisconsin Statutes, a statement of qualifications of the undersigned to furnish the necessary labor, materials, and skills required to enter upon and complete public works contracts to be let by the City of Onalaska through the City's Board of Public Works.

IDENTIFICATION

- A. Official Firm Name _____
- B. Telephone(s) _____ Fax _____
- C. Street Address _____ PO Box _____
City _____ State _____ Zip _____
- D. Email Address _____
- E. Number of years in business under present firm name _____
- F. Please check one below: _____

Corporation (LLC or S qualifies as corporation) Partnership Individual Owner

- G. Principal Individuals:

If a Corporation, list names below:

If a Partnership, list names below:

President _____

Partner _____

Vice. President _____

Partner _____

Secretary _____

If an Individual Owner, list name below:

Treasurer _____

Single Owner _____

- H. **If a Corporation (including LLC or S), answer below:**

What year incorporated _____

In what state _____

- I. **Check type of work requesting to perform:**

- | | |
|---|---|
| Type | Examples, including but not limited to: |
| <input type="checkbox"/> Roadway Construction: | |
| <input type="checkbox"/> Utility Construction: | |
| <input type="checkbox"/> Site Construction: | |
| <input type="checkbox"/> Building Construction: | |
| <input type="checkbox"/> Electrical Construction: | |

EXPERIENCE

A. What is the construction experience of the principal individuals, including officers, superintendents, and/or foremen/women, of your present organization?

Name	Present Position	Years of Experience	Magnitude and Type of Work	In what Capacity

Average number of employees during last 12 months:

Office _____ Skilled _____ Unskilled _____

B. CONSTRUCTION EXPERIENCE

List below construction work performed by you of any projects pertinent to the type of work for which pre-qualification is desired. Under "Capacity", state whether as Contractor, Engineer, Superintendent, Foreperson, etc.

Year	Type of Work	Capacity	Cost of Work

C. WORK ON HAND

List below the present contracts held by you.

Date awarded	Type of work	Percent Complete	Anticipated Completion date	Cost of Work

CONTRACTUAL RESPONSIBILITY

A. Has firm ever failed in the past 10 years to complete on time work awarded to it? Yes No

If YES, state:

Date _____ Owner _____

Owner's Mailing Address _____

Full particulars in each instance: _____

B. Has any officer or partner of firm ever failed in the past 10 years to complete on time a construction contract handled in his own name? Yes No

If YES, state:

Date _____ Name of Officer/Partner _____

Owner _____

Owner's Mailing Address _____

Full particulars in each instance: _____

C. Has any officer or partner of firm ever been an officer or partner of some other organization during the past 10 years that failed to complete on time a construction contract? Yes No

If YES, state:

Date _____ Name of Officer/Partner _____

Name and Mailing Address of Organization _____

Name and Mailing Address of Owner _____

Full particulars in each instance: _____

D. Has firm asked to be relieved from a bid submitted by it to a public awarding authority during the past 10 years? Yes No

If YES, state:

Date _____ Claimant _____
Owner's Mailing Address _____

Full particulars in each instance: _____

E. Has firm ever been charged with or convicted of a violation of any wage schedule? Yes No

If YES, state:

Date _____ Claimant _____
Claimant's Mailing Address _____

Full particulars in each instance: _____

F. Has the applicant, any of its owners, a subsidiary or corporate parent, or any officer or director thereof, been convicted in the last three years of violating Section 133.01, Wisconsin Statutes (Unlawful Contracts: Conspiracies)? Yes No

If YES, state:

Date _____ Claimant _____
Claimant's Mailing Address _____

Full particulars in each instance: _____

BONDING RESPONSIBILITY

A. Names, addresses, and telephone numbers of bonding companies that generally execute bid and surety bonds:

Company Name	Address	City, State, Zip	Phone	Contact Name

Firm's current performance and payment bond limit: _____

Names, addresses, and telephone numbers of all bonding companies other than those listed in A above which have written bid and surety bonds during the last five years:

B. Has any bonding company ever taken over a contract, or made any payments because of firm's failure to carry out a contract? Yes No

If YES, state:

Date _____ Bonding Company Name _____
Bonding Company's Mailing Address _____

Full particulars in each instance: _____

CONTRACTOR'S FINANCIAL STATEMENT

The latest completed financial statement prepared by a qualified or independent accountant or accounting firm listing the same requested information below may be attached if it contains the same information requested below.

Condition at close of business on: _____
Date

A. ASSETS

Cash.....	\$ _____
Accounts Receivable.....	\$ _____
Real Estate Equity.....	\$ _____
Materials in Stock.....	\$ _____
Equipment - Book Value.....	\$ _____
Less Depreciation	
Furniture and Fixtures - Book Value.....	\$ _____
Less Depreciation	
Other Assets.....	\$ _____
TOTAL ASSETS.....	\$ _____

B. LIABILITIES

Accounts, Notes, and Interest Payable.....	\$ _____
Other Liabilities.....	\$ _____
TOTAL LIABILITIES.....	\$ _____
NET WORTH (TOTAL ASSETS - TOTAL LIABILITIES).....	\$ _____

C. Who prepared such balance sheet? _____

D. Are any of your assets assigned; if so, which are assigned?

E. For what purpose are they assigned?

DATA

A. Are you familiar with the provisions of the form of contract used by the City of Onalaska?

B. With its terms and conditions?

C. With its standard specifications?

D. With the regulations of the City of Onalaska relating to bidding and awarding of contracts?

E. List at least three (3) references for whom you have performed work:

Contact Name	Title	Company or Agency	Phone No.	Dollar Amount of Work Performed

AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ being duly sworn, deposes and says that he/she is the
(Print Officer/Owner Name)

_____ of _____
(Print Title) (Name of Firm)

and that the answers to the foregoing questions and all statements therein contained are true and correct, and that any owner, bonding company, or other agency, herein named is hereby authorized to supply the municipality, City of Onalaska, with any information deemed necessary to verify this statement.

The parties agree to conduct this transaction by electronic means. The applicant shall electronically sign this permit application by typing his/her name where indicated, and emailing or faxing this form and such signature shall be construed under Ch. 134, Wis. Stats., to have the same legal consequences as the applicant's written signature.

(Signature of Officer/Owner)

Subscribed and sworn to before me
this ___ day of _____, 20__

Notary Public
State of Wisconsin, La Crosse County
My Commission Expires _____.

APPROVED BY:

Director of Public Works

Date

CITY OF ONALASKA, WISCONSIN

CONTRACT VOLUME

PROJECT: 2026 WELLINGTON GREENS PARK
IMPROVEMENTS

Authorizing Resolutions

Advertise: February 12th & February 19th, 2026

Opening: 10:00 a.m., March 3rd, 2026



KS 2-11-26

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NOTICE TO CONTRACTORS

The City of Onalaska, Wisconsin will receive sealed proposals until 10:00 AM on the 3rd day of March 2026, in City Hall, in the City of Onalaska at which time and place bids will be publicly opened and read aloud, for the doing of the following public works:

ITEMS OF BID

General

10,065 S.Y. Grading	700 CY Common Excavation	2,530 S.F. 5" Concrete Sidewalk
428 L.F. 6" PVC Storm Sewer	5 EA 12"x12" Plastic Storm Sewer Inlets	10,065 Seeding/Restoration
12 – 2" Caliper Trees	** Plus Miscellaneous Appurtenances	

The above public work will be let to the lowest responsible bidder and shall be performed in accordance with the plans and specifications for the same now on file with the City Clerk for the inspection of bidders and in accordance with the prepared form of contract and bond also on file with said Clerk.

Digital copies of the Bidding Documents are available at www.questcdn.com. You may download the digital documents for a fee of \$40.00 by inputting Quest project #10053964 on the website's project search page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com. Paper copies of the bidding documents may be obtained from the City Engineer's Office in person during normal business hours for a fee of \$100.00 or mailed to a contractor for a fee of \$125.00.

The City of Onalaska reserves the right to reject any or all bids, and to waive any informalities in bidding. Sealed bids only, will be received.

No bid shall be received unless accompanied by a Certificate of Organization and Authority, a list of any subcontractors, approval of pre-qualification, and a certified check or a bid bond equal to at least 5% not more than 10% of the bid payable to the City as a guarantee that if the bid is accepted the bidder will execute and file the proper contract and bonds within the time limited by the City.

Bidders Proof of Responsibility form must be filed in the Office of the City Clerk not later than **4:00 PM on the 26th day of February, 2026**, and show sufficient financial ability, equipment, and experience to properly perform the contract. The Council's decision as to qualification shall be final. Bids will be accepted only, from such qualified bidders.

The Advertisement for Bids, Notice to Contractors, the Information to Bidders, the Bid Proposal, the Certificate of Organization and Authority, the Performance and Payment Bond, the General Conditions, Specifications, Plans, Addenda (if any), and all ordinances of the City applicable to this contract shall be considered a part of the contract. All bidders shall inform themselves of the current municipal wage scale for public works, and they shall be required to pay minimum rates of pay as established by the Common Council of the City of Onalaska.

The time for commencement of the work shall begin not later than ten (10) days after date of written notification from the engineer to do so, unless otherwise stipulated and completion shall be no later than September 1, 2026.

The outside of the envelope containing the proposal is to be marked "BID PROPOSAL – 2026 WELLINGTON GREENS PARK IMPROVEMENTS".

Dated this 12th day of February 2026.

Compiled by authority of City Council, Onalaska, Wisconsin.

C. Jarrod Holter Director of Public Works

INFORMATION TO BIDDERS

1. QUALIFICATION OF BIDDERS.

Bidders Proof of Responsibility form must be filed in the Office of the City Clerk not later than the date specified in the Notice to Contractors and must show sufficient financial ability, equipment and experience to perform the contract properly. The City Council's decision as to qualification shall be final. Bids will be accepted only from such qualified bidders.

2. FORM AND METHOD OF BIDDING.

All bids must be made on City forms without alteration by erasure or interlineation, and shall include the following documents:

- (A) Bid Proposal. This form should be signed by the sole owner if an individual proprietor with designation of any business or firm name, or by the managing partner(s) in the case of a partnership, or by the President or Vice-President and Secretary if a corporation and the corporate seal affixed, or by the managing member(s) of a Limited Liability Company.
- (B) Certified Check or Bid Bond for not less than 5% nor more than 10% of total bid.
- (C) Certificate of Organization and Authority.

Two proposals under different names will not be received from one (1) business. Owner may waive any informalities or reject any and all bids.

A bid proposal will be disqualified because of gross errors in computation which cannot be resolved by mathematical correction without resorting to information not contained in the bid.

Errors in extension may be corrected providing that the unit cost is legible and can be definitely identified as complying with item specifications. The total bid shall be adjusted in accordance with approved extension corrections. An extension may not be divided by number of units specified to determine a unit cost if such is omitted by the bidder. It is the responsibility of the bidder to submit a neat, accurate, and complete proposal if his bid is to be accepted.

Any bid may be withdrawn prior to the scheduled time for opening of bids. No bid may be withdrawn within Forty-five (45) days after actual date of opening thereof.

3. INFORMATION FOR SUCCESSFUL BIDDERS.

The successful bidder must sign the Contract and Performance-Payment Bond within ten (10) days after the contract is awarded to him or before performance of the contract is commenced. Both contract and Performance-Payment Bond should be signed by the same persons in the same manner as described in Paragraph 2(A) above for the Bid Proposal. The Performance-Payment Bond in the amount of the Contract shall be executed by a corporate surety.

4. CORPORATE SURETIES on Bid or Performance-Payment Bond shall be rated "B" or better in Best's Insurance Guide.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That
.....
of the in the County of
and State of, as principal and
of State of

surety, are held and firmly bound unto the City of Onalaska, a Municipal Corporation of the State of Wisconsin, in the penal sum of Dollars, good and lawful money of the United States of America, to be paid to the said City of Onalaska, its duly authorized attorneys, agents or officers, successors or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals this day of, 20

The condition of the above obligation is such that whereas the above principal has this day filed a bid with the City of Onalaska for the doing of the following public work, to wit:

which said bid is hereto attached and made a part of this bond.

NOW, THEREFORE, if said bid shall be rejected or, in the alternative, if said bid shall be accepted, the above bounden principal shall execute properly and deliver the Contract and Performance-Payment Bond attached hereto, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal; and Surety have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their proper officers and their corporate seals to be affixed the day and year first above set forth.

Signed, Sealed and Delivered in Presence of:

.....
Principal

.....
By

.....
Surety

.....
By
Their Attorney in Fact

BID PROPOSAL
2026 WELLINGTON GREENS PARK IMPROVEMENTS

PART A - GENERAL

ITEM #	DESCRIPTION	UNIT	TOTAL UNITS	UNIT COST	TOTAL COST
1	REMOVE EXISTING ASPHALT TRAIL	S.Y.	290	_____	_____
2	STRIP, SALVAGE, & PLACE EXISTIING TOPSOIL (6" THICK)	C.Y.	1,877	_____	_____
3	GENERAL EXCAVATION/GRADING (400 CY)	L.S.	1	_____	_____
4	REMOVE EXISTING TREES (18" DIAMETER)	EACH	7	_____	_____
5	5" CONCRETE SIDEWALK/TRAIL	S.F.	2,525	_____	_____
6	INSTALL INLET CASTING ON EXISTING MANHOLE	EACH	1	_____	_____
7	12"X12" NDS INLET WITH CONCRETE APRON	EACH	5	_____	_____
8	6" PVC STORM SEWER	L.F.	304	_____	_____
9	8" PVC STORM SEWER	L.F.	63	_____	_____
10	CONNECT TO EXISTING STORM SEWER	EACH	2	_____	_____
11	SILT FENCE	L.F.	50	_____	_____
12	EROSION CONTOL MATTING	S.Y.	239	_____	_____
13	INLET PROTECTION	EACH	6	_____	_____
14	TRACKING PAD	EACH	1	_____	_____
15	CONCRETE WASHOUT	EACH	1	_____	_____
16	SEED, FERTILIZER, AND MULCH	S.Y.	10,650	_____	_____
17	TREES, 2.5" CALIPER	EACH	12	_____	_____
18	TEMPORARY IRRIGATION - 40 DAYS	L.S.	1	_____	_____
19	CONSTRUCTION STAKING	L.S.	1	_____	_____

TOTAL BASE BID = _____
(SUM OF PART A)

BID PROPOSAL
2026 WELLINGTON GREENS PARK IMPROVEMENTS

SEALED BIDS MUST BE RECEIVED BY THE CITY OF ONALASKA
 ENGINEERING DEPARTMENT NO LATER THAN 10:00 AM ON
 3/3/2026.

CONTRACTOR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

DATE: _____

CONTRACTOR ACKNOWLEDGES ANY ADDENDA: _____

BID ALTERANTES (NOT INCLUDED IN BASE BID)

BID ALTERNATE #1 - BASKETBALL COURT

ITEM #	DESCRIPTION	UNIT	TOTAL UNITS	UNIT COST	TOTAL COST
20	REMOVE EXISTING ASPHALT TRAIL	S.Y.	97	_____	_____
21	REMOVE EXISTING BASKETBALL COURT PAVEMENT	S.Y.	448	_____	_____
22	STRIP, SALVAGE, & PLACE EXISTIING TOPSOIL (6" THICK)	C.Y.	183	_____	_____
23	GENERAL EXCAVATION/GRADING (50 CY)	L.S.	1	_____	_____
24	5" CONCRETE SIDEWALK/TRAIL	S.F.	750	_____	_____
25	5" CONCRETE BASKETBALL COURT	S.F.	3,680	_____	_____
25	SEED, FERTILIZER, AND MULCH	S.Y.	1,100	_____	_____

BID ALT #1 SUBTOTAL = _____

LIST OF SUBCONTRACTORS

Section 66.0901(7), Wisconsin Statutes, provides that a bidder, as a part of his proposal, shall submit a list of the subcontractors who bidder proposes to contract with and the class of work to be performed by each, provided that to qualify for such listing each subcontractor must first submit his bid in writing to the general contractor at least 48 hours prior to the time of bid closing. It further provides that a proposal of a bidder shall not be invalid if any subcontractor, and the class of work to be performed by such subcontractor, has been omitted from a proposal.

Name of Subcontractor

Class of Work

Estimated Value

Vertical line separator

Vertical line separator

GENERAL CONDITIONS

DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- (a) The term "Contract" means the Contract executed by the City of Onalaska and the Contractor, of which these GENERAL CONDITIONS form a part.
- (b) The term "Owner" means the City of Onalaska.
- (c) The term "Contractor" means the person, firm or corporation entering into the Contract with the City of Onalaska to construct and install the improvements embraced in this Contract.
- (d) The term "Project Area" means the site of the project which is the specified Contract limits of the improvements contemplated to be constructed in whole or in part under the Contract.
- (e) The term "City Engineer" means Engineering Department, serving the City of Onalaska with architectural or engineering services, or any other person or persons employed by said City of Onalaska for the purpose of directing or having in charge the work embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- (f) The term "Contract Documents" means and shall include the following: Advertisement for Bids, Notice to Contractors, Information to Bidders, Certificate of Organization and Authority, signed copy of Bid Bond, signed copy of Bid Proposal, Addenda (if any), List of Subcontractors, General Conditions, Special Specifications, Standard Specifications, Minimum Wage Scale, executed Performance- Payment Bond, executed Contract, Drawings.
- (g) The term "Special and Standard Specifications" means that part of the Contract Documents which describes, outlines, and stipulates the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- (h) The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents, which have been duly issued by the City of Onalaska to prospective Bidders prior to the time of receiving bids.

1. MATERIAL AND LABOR

Except as otherwise agreed, the contractor declares that all of the said work will be performed at their own proper cost and expense, that they will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designed on such plans, and the special provisions in the contract of which this proposal will become a part, it and when accepted. The bidder further agrees that the applicable specifications and all plans and working drawings are made a part hereof, as fully and completely as if attached hereto.

Contractor shall acquire materials locally if practicable and shall employ local labor, including skills and supervision, if available.

Contractor further agrees pursuant to Section 779.14(1e), Wis. Stats., to pay all claims for labor, services, materials, plans, or specifications performed, furnished, procured, used, or consumed that pertain to the public improvement or public work.

2. SUPERINTENDENCE BY CONTRACTOR

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent supervisor, satisfactory to the Owner and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

3. REPLACEMENT OF SURVEY MARKERS

Any survey markers, wood stakes, iron pipe, or concrete monuments designating street or property lines now in place, disturbed by the Contractor during construction operations, shall be the Contractor's responsibility and shall be replaced by a Registered Land Surveyor at the Contractors expense.

The Inspector on the project shall make a record of all survey markers existing at start of project and again upon completion, and replacement of those missing shall be the responsibility of the Contractor. Final payment may be withheld until replacement is made.

4. PERMITS AND CODES

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, permits and codes of Federal, State and City of Onalaska. All construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Special and Standard Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Special and Standard Specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any improvement at variance with any applicable ordinance or code, including any written waivers (not withstanding the fact that such installation is in compliance with the Drawings and Special and Standard Specification), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- B. The Contractor shall, if required at contractor's expense secure and pay to the appropriate agency the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies, also all hook-up fees for utilities listed above.
- C. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the improvements embraced in the Contract.

5. PATENTS AND ROYALTIES

Contractor shall protect and save harmless the Owner and the Owner's officer, agents, servants and employees hereinafter called the Owner, from liability of any nature or kind, including cost and expenses, for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner or the Owner's officers, agents, servants, or employees unless otherwise specifically stipulated in the Contract documents. Contractor shall pay all royalties and license fees.

6. UTILITIES

Contractor shall comply with Wis. Stats. 66.0831 which provides that any person intending to excavate, erect a building, or make changes thereon, or wreck a building, work upon, over, along or under any public street or highway shall before commencing the work, give reasonable notice in writing to all public utilities whose facilities shall be affected thereby. The Contractor shall safeguard and protect all utilities and be held liable for any damage thereto during construction. Relocating utilities to expedite construction will be permitted provided it is done at no cost to the Owner in accordance with a written Agreement between the utility and the Contractor. A signed copy of such Agreement shall be filed with the Board of Public Works before work is started.

7. OBSTRUCTION OF STREETS AND DAMAGES

If the Contractor shall in any manner obstruct a street, alley or sidewalk, he shall erect and maintain all traffic control devices conforming to the Manual on Uniform Traffic Control Devices and shall be liable for all damages caused by failure to do so. He is further liable for all damages caused by the negligent excavation of streets, alleys or sidewalks. Notice of proposed blocking of streets or alleys shall be given to the Fire and Police Departments so as to enable them to maintain and plan their operation.

8. OTHER CONTRACTS

The Owner may award, or may have awarded, other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors by scheduling his own work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

9. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

10. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

11. PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Contract, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month. The Contractor shall submit to the Engineer a breakdown of the total Contract price of any lump sum items in the proposal for the purpose of preparing monthly estimates.

12. TIME AND ORDER OF COMPLETION

The work shall be commenced and carried on at such point and in such order of precedence and at such times and seasons as the Board of Public Works directs. Owner reserves the right to entirely discontinue said work should the condition of the weather make it desirable to do so and in order that the work may be well and properly executed. When the Contractor is delayed so that completion within the time specified is unlikely, he may apply for an extension of time in writing within ten (10) days after a delay occurs. The request shall state the cause of the delay and the extension requested. Owner will review the request and grant, deny or adjust the request on its merits.

13. LIQUIDATED DAMAGES

Should 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 extensions, there shall be deducted from any payments due the Contractor the sum set forth in the following schedule for each calendar day, except Sundays and holidays, that the work shall remain uncompleted.

Original Contract Amount		Daily Charge	
From More Than	To and Including	Calendar Day	Working Day
\$0	\$25,000	\$100	\$200
\$25,000	\$100,000	\$200	\$300
\$100,000	\$500,000	\$300	\$500
\$500,000	\$1,000,000	\$500	\$1,000
\$1,000,000		\$1,000	\$2,000

If the City allows a contractor to continue and finish the work or any part of it after the contract time expires, the City waives no rights under the Contract.

This sum shall not be a penalty, but shall be treated as agreed and liquidated damages to Owner from Contractor by reason of inconvenience to the public, added cost of engineering and supervision, and other expenditures of public funds resulting from failure to complete on time. Permitting Contractor to continue and finish the work, or any part of it, after the time fixed for completion or after an extension, shall in no way operate as a waiver by Owner of any of its rights under the Contract. In case the work under this Contract shall not be completed within the time specified, the Board of Public Works is authorized to take charge thereof and finish the Contract at the expense of Contractor and the surety on the Performance-Payment Bond. If the Board of Public Works shall be of the opinion that construction is unnecessarily delayed so as to make it unlikely that the Contract will be completed on time, then, at the option of Owner, the Contract may be declared null and void, the Performance-Payment Bond forfeited, and the materials delivered at the site shall be the property of Owner. The Owner may then proceed to complete the work, either by day's work or by Contract, at the expense of Contractor and his surety, and any and all damages and increased cost of the work will be deducted from the funds retained or obtained by Owner. Contractor agrees that he will sustain all losses or damages arising from the action of the elements, the nature of the work, or from any unusual or unforeseen obstructions or difficulties encountered or from any casualty. Should the Owner be prevented or enjoined from authorizing its prosecution either before or after commencement, by reason of any litigation or by reason of its ability to procure any lands or rights of way for the said work, Contractor shall not be entitled to make or assert claim for damage by reason of said delay or withdraw from the Contract except by consent of the Owner; but time for completion of the work shall be extended for such time as Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

14. CHANGES IN THE WORK

- A. The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provision, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.
- C. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a supplemental schedule of unit prices) the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit

price Contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than fifteen percent (15%) of the Contract price.

D. If applicable unit prices are not contained in the Agreement, the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

- 1) If the proposal is acceptable, the Owner will prepare the change order in accordance therewith for acceptance by the Contractor and,
- 2) If the proposal is not acceptable and prompt agreement between the two (2) parties cannot be reached, the Owner may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractors labor, materials and insurance, plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit. The net value of all changes cannot increase or decrease the original total amount in the Agreement by more than fifteen percent (15%) of the Contract price.

E. Each change order shall include in its final form:

- 1) A detailed description of the change in the work.
- 2) The Contractor's proposal (if any) or a conformed copy thereof.
- 3) A definite statement as to the resulting changes in the Contract price and/or time.
- 4) The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

15. CLAIMS FOR EXTRA COST

- A. If the Contractor claims that any instruction by drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the drawings and maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractors risk, until written instructions have been received by him from the Owner.
- D. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract price and/or time is justifiable, the procedure shall be as provided in Section 14 hereof.

16. INSPECTION

All material furnished and work done will be inspected by the City Engineer or the City Representative, and if not in accordance with these specifications, they will be rejected, and shall be immediately removed and other material furnished and work done in accordance therewith at Contractors expense. If the Contractor refuses to remove the work and material as above when ordered, then the Board of Public Works shall have the right and authority to stop the Contractor and his work at once, and to supply men and materials to remove and correct the faulty work and materials at the cost and expense of the Contractor; such expense to be deducted from any money then due or to become due the Contractor from the Owner.

If, however, the City Engineer, City Representative or the Board of Public Works 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 materials or work, and the right of final acceptance or condemnation of the work shall not be waived in any manner by reason of any said failure or neglect on the part of the Board of Public Works.

17. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the Owner; provided, however, that assignments of the proceeds of the Contract to banks, trust companies, or other financial institutions may be made without consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools or equipment.

18. DISPUTES

- A. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Owner for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice should detail the amount of the claim, and shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.
- B. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Owner will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last know address.
- C. If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.

19. SPECIAL AND STANDARD SPECIFICATIONS AND SHOP DRAWINGS

Anything mentioned in the Special & Standard Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Special & Standard Specifications shall be of like effect as if shown on or mentioned in both. In case of any discrepancy in Drawings, or Special & Standard Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

- A. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in four (4) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.
- B. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

- C. If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the Owner, not involving a change in Contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the Contract or for any error in the drawing and such approval shall contain in substance the following:

“The modification shown in the attached drawing is approved in the interest of the Owner to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Owner under the Contract and surety bond or bonds.”

20. MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the Special and Standard Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kind for the purpose. Where equipment, materials, articles or workmanship are referred to in the Special and Standard Specification as “equal to” any particular standard, the Engineer shall decide the question of equality.
- B. The Contractor shall furnish to the Owner for approval the manufacturer’s detailed specifications for all machinery, mechanical and other special equipment which he contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required, full information concerning all other materials or articles which he proposes to incorporate in the work.
- C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Special and Standard Specification and/or Drawings shall have full force and effect as though printed therein.

21. SAMPLES, CERTIFICATES AND TESTS

- A. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor’s bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor’s own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- B. Approval of any materials shall be general only and shall not constitute a waiver of the Owner’s right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests, have been

incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

- C. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes.
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements.
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

22. RESPONSIBILITY

The Contractor will have charge of the work embraced in his Contract until completed and accepted by the Board of Public Works and until the Contractor is formally released from his obligations. Contractor shall not to assign or sublet the Contract without written permission from the Owner or upon the written recommendation of the Board of Public Works. Contractor must keep the work under Contractor's control until completed and accepted and must have a duly qualified person to take charge of the work.

This section is not to be construed to prevent the Owner from entering upon the whole or any part of the work which may be in condition to use at any time previous to its final acceptance, and such use is not to be taken as an acceptance by the Owner of the whole or any part of the work performed under this Contract.

23. CARE OF WORK

- A. The Contractor shall be responsible for all damages to person or property that occur as a result of or in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.
- B. The Contractor shall provide, when required by the Owner, sufficient, competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- C. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner.
- D. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be removed and/or replaced), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- E. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

- F. Non-resident Contractors of the City of Onalaska shall submit to the Engineer before any work has started, a list of names, addresses and telephone numbers of competent foreman and/or workmen who can be contacted in an emergency situation during non-working hours of the day and night, including Saturdays, Sundays and holidays, from the time the work is commenced until final completion and acceptance.
- G. Unless otherwise authorized by the Owner, Contractor shall comply with the provisions of the City Ordinance as to when certain work is to be performed and shall not work between the hours of 10:00 p.m. and 7:00 a.m. due to special circumstances these hours may be modified at the direction of the Board of Public Works.

24. INDEMNITY

- A. To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from the 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 Onalaska, 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 Onalaska, 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 Onalaska, 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 Onalaska, 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 Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

- B. 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 finished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulations, he/she shall promptly notify the City of Onalaska engineer 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 Onalaska engineer, the Contractor shall bear all costs arising there from.

- C. 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, scaffold, 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 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 Onalaska 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 Onalaska 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 Onalaska 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 is 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 Onalaska 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.

25. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other Agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, or charges.

Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

26. CLAIMS

Before the final settlement will be made, the Contractor must furnish to the Owner satisfactory evidence that all persons who have been employed upon the work, or who have furnished materials for the work under his Contract and according to these specifications and may have been entitled to a lien, have been fully settled with and are no longer entitled to a lien or claim against a performance bond. In case such evidence is not furnished, then the Owner may retain from all moneys due to the Contractor and in possession of the Owner such an amount, as they may deem necessary to meet all lawful claims due to the above mentioned parties until such claims are fully discharged, and the evidence thereof furnished to the Owner.

The Common Council or Board of Public Works may also make a direct payment to a Subcontractor or pay Contractor with checks that are made payable to Contractor and to one or more Subcontractors, **in accordance with Section 779.14(1m)(d) of the Wisconsin Statutes.**

27. CLEAN UP

Before the work will be considered complete, all rubbish and unused material due to or connected with the construction must be removed and the premises left in a condition satisfactory to the Engineer. Excess dirt and debris shall be periodically hauled and deposited as directed by the Board of Public Works, in a legal manner. All private or public property disturbed or damaged must be restored to its former conditions without cost to the Owner, and final payment will be withheld until such work is finished.

28. ESTIMATES, RELEASE OF FUNDS, RETAINED PERCENTAGES

In accordance with Section 66.0901(9), Wis. Stats., as the work progresses under a contract involving \$1,000 or more for the construction, execution, repair, remodeling or improvement of a public work or building or for the furnishing or supplies or materials, regardless of whether proposals for the contract are required to be advertised by law, the City of Onalaska, from time to time, shall grant to the contractor an estimate of the amount and proportionate value of the work done, which entitles the contractor to receive the amount of the estimate, less the retainage, from the proper fund. 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 may be retained unless the architect or engineer certifies that the job is not proceeding satisfactorily, but amount 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 may not be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor. 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 City of Onalaska are valid reasons for noncompletion, the City of Onalaska may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or may pay out the entire amount retained and receive from the contractor guarantees in the form of a bond or other collateral sufficient to ensure completion of the job. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by the contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.

29. ACCEPTANCE AND GUARANTEE

A formal inspection of the work will be made by the City Engineer or City Representative within forty-five (45) days after the completion of the same. At that time should any defects or imperfections appear in the whole or any part of the work, which are caused by or due to any fault or negligence of the Contractor, the same must be corrected at Contractors expense before the work will be accepted, otherwise the work will be accepted at that time.

The Contractor shall agree and guarantee that the equipment, material and workmanship supplied by him shall be free from all defects, and strictly in accordance with the plans and specification, at the time of its completion and acceptance by the Owner and for a time of one (1) year thereafter or as specified elsewhere; and in case any cracks, leaks, settlement or any other defects as to equipment, material or workmanship shall exist or appear in any part of the work constructed by him within one (1) year thereafter or as specified elsewhere, the Contractor agrees to forthwith repair the same at his expense upon notification by Owner using the same material required by these specifications. In the event the Contractor shall fail to make such repairs or cause the same to be made, the Contractor agrees to pay on demand the cost thereof to said Owner upon the completion of such repairs. The Contractor further agrees and guarantees to pay for all labor and material used in or about the construction of said

work in his Contract, which may become a lien of claim against the Owner. Such agreement and guarantee shall be made a part of the Contract, and the fulfillment thereof shall be secured by the bond of the Contractor.

30. NON-RESIDENT CONTRACTORS

Non-resident Contractors, whether incorporated or not, shall comply with the provisions of Wis. Stats. 71.80(16) regarding the filing of bonds for tax purposes with the Wisconsin Department of Taxation.

31. 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 of 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 Service 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 Onalaska 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 – Two million dollars (\$2,000,000) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages. 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 Onalaska, 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 Onalaska, 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 to the city of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained 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 effect coverage provided to the City of Onalaska, 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) day (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Onalaska.
 6. Such liability insurance shall indemnify the City of Onalaska, 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 Onalaska, and shall have a minimum A.M. Best's rating of B.
- D. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City of Onalaska. At the option of the City of Onalaska, 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 Onalaska a certificate of insurance (accord 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 Onalaska, 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-erectations, and repairs occasioned or rendered necessary by causes of any nature whatsoever.
- G. Sub-Contractors – In the event that the Contractor employs other contractors (sub-contractors) 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.

32. 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; instruction 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.

In accordance with Wisconsin Labor Regulations, the Contractor shall submit to the City of Onalaska specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five (5) feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the City of Onalaska 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 excavations or trench work, requiring a permit, are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the City of Onalaska before work begins. The names and telephone numbers of at least two (2) medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

33. TOILET FACILITIES

On all City construction projects where on-site restrooms are not readily available to the workers and the City Inspector's, the general Contractor shall furnish portable toilets. The toilets shall be placed on-site at locations approved by the Engineer. Toilets are to be maintained and cleaned regularly by the Contractor and locked when no workers are on-site.

34. ARTIFACTS OR HISTORICAL ITEMS

The following provision shall be included in the General Terms and Conditions:

The Contractor shall immediately notify the City Engineering Department upon excavation or discovery of any artifacts consisting of goods, papers and/or objects. Artifacts shall mean objects, which are a product of human modification. The City Engineer may also confer with the Board of Public Works and/or Common Council relative to any items or artifacts, which may be of archeological or historic significance.

Section 13-1-280, 13-1-281 and 13-1-282 of the City of Onalaska Municipal Codes (copy follows) shall apply to all Contractors performing work for the City **IF** the work they do will result in disturbing more than twenty (20) square feet of soil to a depth of two (2) feet or greater, and **IF** the Contractor's work is within the boundary of an Archaeological District as defined and shown on the Archaeologically Sensitive Area maps.

Sec. 13-1-280 Demolition, Excavating, Building & Development.

Any person performing demolition, excavating, building or development requiring a permit from the City of Onalaska within a designated Archaeological District shall notify the City of Onalaska Inspection Department or its designee not less than two (2) full weeks prior to commencing activities disturbing more than twenty (20) square feet of soil to a depth of two (2) feet or greater except in the case of emergency excavations as approved by the Director of Public Works or the Land Use and Development Director. Such notice shall be in writing and shall include a

description and location of the proposed work, the depth and area of the proposed soil disruption, and the proposed date and time of commencement of such work.

Sec. 13-1-281 Regulations.

Any person, persons or entity receiving a permit for demolition, excavating, building or development to be done in a designated Archaeological District that includes soil disturbance of more than twenty (20) square feet to a depth of two (2) feet or greater shall as a condition of such permit:

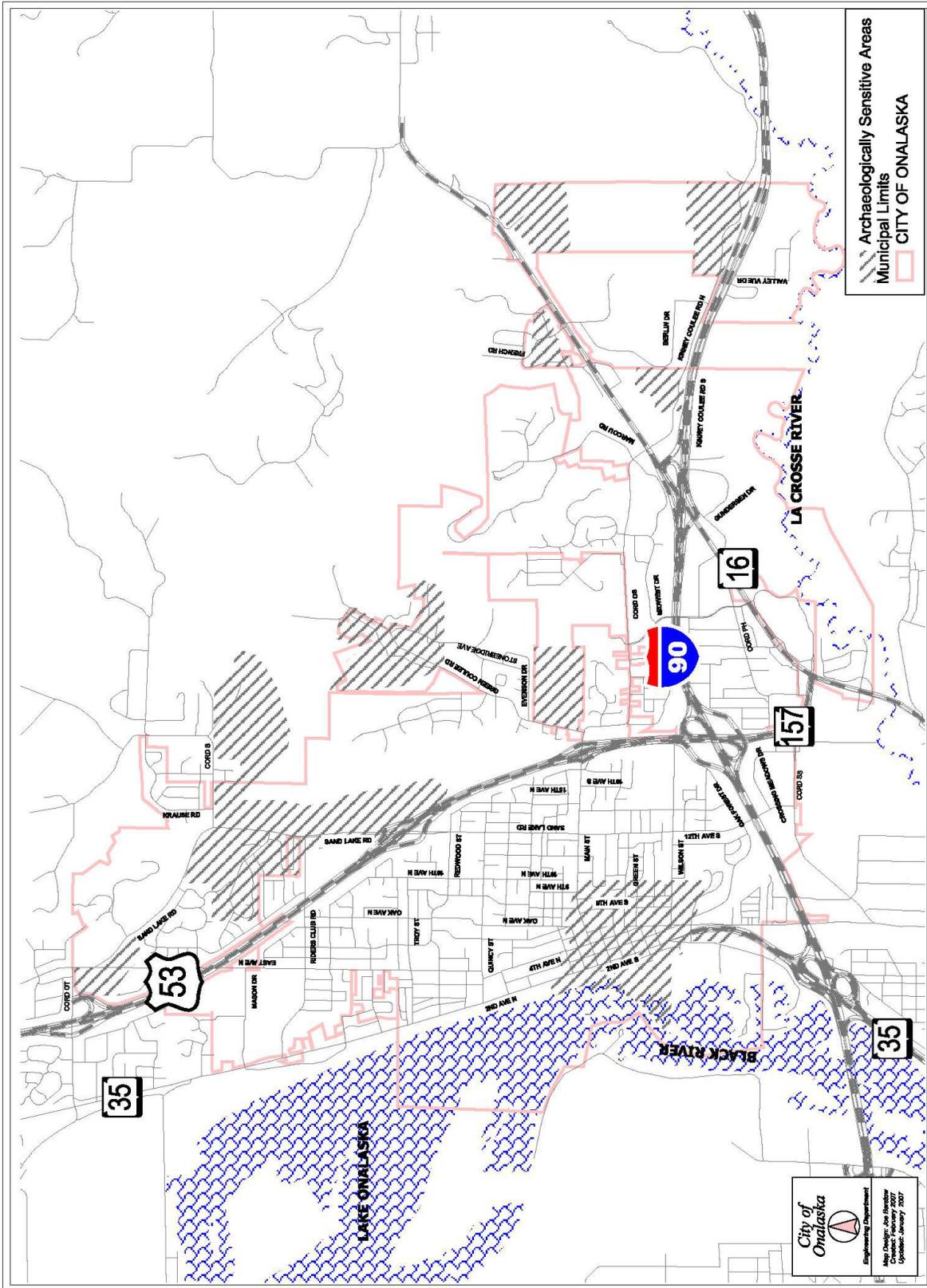
- (1) Provide an Archaeological Survey by a Regional Qualified Archaeologist of the site affected by the permit or provide unlimited and uninhibited access by the Regional Qualified Archaeologist to the site of any such demolition, excavating, building or development that includes disturbing more than twenty (20) square feet of soil to a depth of two (2) feet or greater for the two (2) week investigation period outlined in (2) below and during any period when excavation or soil disruption is taking place, and after archaeological artifacts are found, subject to reasonable safety requirements.
- (2) The Regional Qualified Archaeologist shall have up to two (2) consecutive weeks excluding holidays after the initial notification of the City Inspection Department to investigate the site. No additional work may be done by the Permittee or permittee's agents during this period that would interfere with the archaeological investigation. If no significant archaeological resources are found by the Regional Archaeologist, work on demolition, excavating, building or development that includes disturbing more than twenty (20) square feet of soil to a depth of two (2) feet or greater may resume following permit issuance by the City and the parcel may be removed from the boundaries of the Archaeological District. If the Regional Archaeologist does not investigate the site following notification of the City Inspection Department of the presence of archaeological artifacts, human remains, or other clear evidence of historic or prehistoric activity, work may be resumed following permit issuance by the City.
- (3) The Permittee and any agents of permittee shall agree that any archaeological artifacts discovered will remain the property of the land owner upon whose land the artifacts were found unless the owner relinquishes ownership of the artifacts to the Mississippi Valley Archaeology Center as a public repository.

The Regional Qualified Archaeologist shall provide an itemized inventory report of all artifacts following such removal. Such artifacts may be held by the Regional Archaeologist for a reasonable period, not to exceed twelve (12) months, for study and identification, but shall be returned to the landowner at the end of such period, unless the artifacts have been relinquished by the property owner to the Mississippi Valley Archaeology Center. Any human remains discovered shall be dealt with in accordance with applicable State and Federal Law.

- (4) The requirements listed for permittees in an Archaeological District in Paragraphs 1, 2 and 3 shall also apply to all City of Onalaska Departments, Utilities, Contractors and Agents regardless of whether a permit is required for any proposed work in an Archaeological District, if the work will result in disrupting more than twenty (20) square feet of soil to a depth of two (2) feet or greater.
- (5) The City may waive the requirement for archaeological investigation if significant proof of land disturbance has been provided by the Owner, and the area in its entirety to be affected by the proposed construction has been previously excavated to a depth of two (2) feet or greater.

Sec. 13-1-282 Penalties.

Any person violating any provision of this Chapter, except as otherwise provided in this Chapter, including those provisions of the Wisconsin Statutes, Wisconsin Administrative Code or other materials which are incorporated herein by reference shall be subject to the penalties as outlined in the Title 1, Chapter 2 of the Code of Ordinances.



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PART 1
SPECIAL PROVISIONS
2026 WELLINGTON GREENS PARK IMPROVEMENTS

***CONTRACTORS SHOULD FAMILIARIZE THEMSELVES WITH EACH SECTION OF THE CITY OF ONALASKA STANDARD SPECIFICATIONS PRIOR TO SUBMITTING BIDS.**

1. 2026 Wellington Greens Park Improvements will enlarge the existing soccer field at the park with associated earthwork and drainage improvements, trail relocation, tree removals and plantings, restoration, and temporary irrigation for the base bid work under this project. Bid alternate #1 would remove and replace the existing basketball court within the park if selected. Project will be awarded based on the base bid.
2. Bid Item #3 – General Excavation/Grading shall cover the cost for all excavation and grading work associated with enlarging the soccer field to the grades shown on the plans once the existing topsoil has been removed and as directed by the Engineer. The Engineer’s estimate shown for this bid item is an approximation and the excavation and grading for this bid item is expected to be balanced. No additional payment will be made to this bid item and Contractor shall bid accordingly.
3. Bid Item #16 – Seed, Fertilizer, and Mulch. Final acceptance of this bid item will be determined by the Engineer once a minimum six-inch stand of thick grass has been established on the newly enlarged soccer field. No payment will be made until the Engineer’s approval.
4. Bid Item #18 – Temporary Irrigation – 40 days shall include all cost associated with irrigating all restored areas for 40 days or until a minimum six-inch stand of thick grass has been established. Contractor will be allowed to connect to an existing City fire hydrant for the temporary irrigation system provide they have paid for and coordinated delivery of a backflow preventor for the hydrant with the City of Onalaska Public Works Department.
5. Bid Item #19 – Construction Staking shall include all costs for the Contractor to perform construction staking for all activities on the project. Contractor will be given the CAD files for the project from the Engineer to develop all construction staking required.
6. Bid Item #23 – General Excavation/Grading shall cover the cost for all excavation and grading work associated with relocating the basketball court to the grades shown on the plans once the existing court has been removed and as directed by the Engineer. The Engineer’s estimate shown for this bid item is an approximation and the excavation and grading for this bid item is expected to be balanced. No additional payment will be made to this bid item and Contractor shall bid accordingly. base course on the project due to the existing grade on Grandview Boulevard.
7. Bid Item #28 - Removal of Excess Dirt & Debris shall include but is not limited to the offsite removal of all dirt and debris that is produced from all construction activities and as directed by the Engineer. The Engineer’s estimate shown for this bid item is an approximation and no additional payment will be made to this bid item.
8. Contractor shall furnish Engineer with shop drawings of bid items within Part A prior to construction. Shop drawings require engineer review prior to actual construction placement. Any items installed without shop drawing review by Engineer may have to be removed at the Contractor’s expense.
9. All saw cutting of concrete and asphalt, note specifically called out as a bit item, shall be considered incidental to the project and Contractor shall bid accordingly.
10. All saw cuts shall be provided with a straight edge. If during construction an edge chips off the Contractor will be required to recut the edge.

11. This Contract is contingent upon the sale of general obligation bonds by the City. If the 2026 general obligation bonds are not purchased, the City may, at its sole discretion, reject all bids. No bid shall be withdrawn after the opening of bids without the consent of the said owner for a period of sixty (60) days after the scheduled time of closing bids.
12. The project shall be done in sequence as designated by the City Engineer.
13. Underground gas main, gas laterals, power lines, cable TV, telephone lines, etc. shown on the plans are only approximate locations. It shall be the responsibility of the Contractor to contact all utilities and have field locations. The City is not billed for any utilities not shown on the plans or any utility conflicts.
14. Ingress and egress for all emergency type vehicles shall be provided to all property owners along the project at all times.
15. Miscellaneous items not covered in contract specifications shall abide by the State of Wisconsin D.O.T. Standard Specifications for Road and Bridge Construction, latest edition.
16. Contractor is expected to abide by all excavation and trenching safety standards as per OSHA requirements. Non-compliance shall result in a stop work order.
17. Contractor shall remove and replace signs, mail boxes and any other item that may be encountered that is not listed on bid proposal.
18. Any item not specifically called out for replacement that is removed or damaged during construction shall be replaced at the Contractor's expense.
19. Contractor shall coordinate their work with the Engineer so that immediate work area is kept to a minimum. This will ensure residents are given reasonable access to their homes during construction. The Contractor shall assist the Engineer/Inspector in the construction of possible temporary driveways for the creation of access to homes by residents. Providing temporary drives is incidental.
20. If any conflicts arise to the meaning of plans and/or specifications, the decision of the Engineer shall be final.
21. It is understood and agreed that the Contractor has, by careful examination, satisfied themselves as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the general and local condition and all other matters which can in any way affect the work under the Contract.
22. The general or prime contractor shall maintain coordination of the project at all times and be responsible for the final product.
23. Contractor's insurance company shall make visual inspections of homes and buildings close to construction area prior to start of work so that claims are accurate and justified.
24. Contractor shall be required to abide by the State of Wisconsin Construction Site Best Management Practice Handbook where applicable, in regards to erosion control. Notice of Intent shall be posted onsite and all conditions adhered to during project.
25. Contractor shall not drive equipment, store equipment, or stockpile dirt on driveways or parking lots. Damage as a result, shall be at contractor's expense.
26. Contractor shall notify property owners when utilities are to be shut off and driveways closed. Contractor shall notify police, 911, and fire departments when streets are to be closed.
27. In order to minimize all possibility of injury to residents, Contractor shall make every reasonable effort to supply and place barricades at all possible points of excavation, construction, etc.

28. All barricading, detours, flagmen, traffic signs, etc. shall be done so under the supervision of the Engineering Department, using the guidelines as set forth in the State of Wisconsin Manual on "Uniform Traffic Control Devices". Flagmen on site shall have the sole purpose of providing traffic control and shall perform no other tasks. All barricades shall have working lights and meet the reflective material standards set forth in MUTCD.
29. Because of concerns relating to pedestrians in the area, all trenches shall be either filled or fenced at the end of each work day.
30. Contractor to be aware that it will be expected that bid item such as but not limited to pavement and concrete removals, crushed aggregate, bituminous pavement, concrete curb and gutter, concrete driveway apron and sidewalks, black dirt, and restoration will require multiple mobilization during the project and Contractor shall bid accordingly.

APPENDIX A

PROJECT SPECIFICATIONS

DIVISION 31 – EARTHWORK
DIVISION 32 – EXTERIOR IMPROVEMENTS
DIVISION 33 – UTILITIES

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**SECTION 31 10 00
SITE PREPARATION**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Protection of existing trees indicated to remain.
- B. Stripping and stockpiling topsoil. Only tracked equipment shall be used for stripping operations covered by this Section.
- C. Site demolition, clearing, grubbing, and subsequent off-site disposal of improvements or other features required to accommodate the new construction.
- D. Installing and maintaining erosion control measures.
- E. Traffic control for sidewalk or street closures.

1.2 RELATED WORK

- A. Section 31 25 00 - EROSION CONTROL

1.3 PROJECT CONDITIONS

- A. Traffic: Conduct operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Submit a traffic control plan for approval prior to any sidewalk or street closures.
- B. Restore to original grades and conditions, areas adjacent to the Site disturbed or damaged result of site preparation work.
- C. The Owner makes no guarantee that sufficient topsoil materials are present on the site to complete the project. Bidders shall visit the site and take whatever tests are necessary to determine topsoil availability.
- D. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.
- E. Protection of existing utilities in the area of the work. There are storm sewers that will be tapped by the new work and there is a PRIMARY ELECTRIC line running through the project.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Topsoil is defined as friable loam surface soil found to a depth of 6". Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over ½" in diameter. Screen on-site topsoil containing stones, to remove such objects prior to placement on the

site. Top soil materials found below 6” depth shall be included in the common excavation.

2.2 WASTE MATERIALS

- A. Waste Materials are defined as: Manufactured products such as pipe, concrete, asphalt paving, curbs, boards, wrapping, boxes, wire, packages that contained equipment, maintenance products, cans, and trash. Natural materials such as unacceptable subsoils, excess subsoils, unacceptable and excess topsoil, and un-chipped tree parts are also considered waste materials.

PART 3 - EXECUTION

3.1 SITE CLEARING

- A. Inspection: Prior to commencement of work, inspect areas in which work will be performed. Photograph existing conditions of structure surfaces, equipment, or surrounding properties that could be misconstrued as damage resulting from the work; file copies with Owner's representative.
- B. Cover and protect electrical line and improvements indicated “to remain” from soilage or damage.
- C. Remove grass and other vegetation, or obstructions, as required, to permit installation of new construction. Do not bury tree parts on site; dispose of off-site as waste materials.
- D. Strip topsoil to 6” of depth in a manner to prevent intermingling with underlying subsoil or other objectionable material. Strip topsoil only where necessary to install new construction.
- E. Cut exposed tree roots in a clean and careful manner, flush with the excavated surface.
- F. Stockpile topsoil in storage piles as necessary. Construct storage piles to provide free drainage of surface water. Provide erosion control as specified. Do not stockpile soil within the dripline of trees indicated to remain.
- G. Dispose of unsuitable or excess topsoil off the site.
- H. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of conflict. Submit report to Owner's representative in written, accurate detail. Pending receipt of directive from Owner's representative, rearrange site preparation schedule as much as practical to continue overall job progress without delay.

3.2 UTILITIES

- A. Before starting excavation, establish location and extent of underground utilities that may be present in work area.
- B. Notify utility companies to remove and relocate lines that are in way of excavation where necessary.
- C. Maintain, reroute or extend as required, existing utility lines to remain that pass throughout work area. Contractor shall pay any costs for this work.

- D. Protect active utility services uncovered by excavation.
- E. Remove abandoned utility service lines from area of excavation. Cap, plug or seal such lines and identify at grade per requirements of the utility having authority.
- F. Accurately locate and record abandoned and active utility lines, rerouted or extended, on project record documents where encountered.

3.3 TEMPORARY EROSION CONTROL

- A. Temporary erosion control: In addition to permanent erosion control measures shown on the plans, provide control measures to protect the work in progress. Sediment trapping devices, barriers, silt fence, tracking control aprons, channel erosion matting, seeding, and soil stabilizers shall be installed and maintained by the Contractor as temporary measures until the work progresses to a stage that the planned permanent erosion control measures can be installed and become effective.
- B. Work required to comply with the recommendations of the weekly inspection report logs is considered temporary erosion control.

3.4 DISPOSAL OF WASTE MATERIALS

- A. Burning on Owner's Property: Not permitted.
- B. Removal from Owner's Property: Remove all waste materials from Owner's property and dispose of in accordance with all applicable laws and regulations.

3.5 CLEANING

- A. Upon completion of site preparation work, clean areas within the contract limits, remove tools, and equipment. Provide the Site clear, clean, and free of materials and debris and suitable for site work operations.

3.6 REPAIRING

- A. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of site preparation work. Repair and clean adjacent construction or surfaces soiled or damaged by site preparation work.

END OF SECTION 31 10 00

SECTION 31 22 00 EARTHWORK

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. The Contractor shall provide all labor; materials, equipment and service necessary for, or incidental to, the completion of the work specified in this Section including staking and lay out of the work.
- B. Excavate soil materials and reform to grades, contours, and levels shown on the drawings. All proposed grades and contours shown on the plans are finished surfaces.
- C. Provide approved fill material required to meet grades called for in the drawings.
- D. Only tracked equipment shall be used for earthwork operations covered by this Section.

1.2 RELATED WORK

- A. Section 31 10 00 - Site Preparation
- B. Section 31 23 50 - Finish Grading
- C. Section 31 25 00 - Erosion Control

1.3 DEFINITIONS

- A. Excavation: Removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.
- B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, base, aggregate, or topsoil material.
- C. Base: The layer placed between the subbase and the surface pavement.
- D. Unauthorized Excavation: Removing materials beyond indicated subgrade elevations or dimensions without direction by the Owner. Unauthorized excavation, as well as remedial work directed by the Owner, shall be at the Contractor's expense.
- E. Temporary Erosion Control Measures: any erosion or sediment control measure needed to insure that sediment does not leave the project limits. This includes all control work until the completion of grading and the installation of all plan erosion control measures.
- F. Plan Erosion Control Measures: all erosion and sediment control measures shown on the project drawings.
- G. WISDOT: Wisconsin Department of Transportation and their published standards.

1.4 QUALITY ASSURANCE

- A. When necessary, ASTM D698, standard proctor density, shall be used to determine the optimum density and optimum moisture content for the soil work in this Section.

1.5 PROJECT CONDITIONS

- A. Provide sufficient barricades and protective devices adjacent to excavations to safeguard against injury.
- B. Keep excavations free of all surface and groundwater as required for construction activities.
- C. Protect excavation bottoms against freezing when atmospheric temperature is less than 35° F.
- D. Slope sides of excavations to comply with state, federal and local codes and ordinances having jurisdiction. Provide shoring and bracing to retain banks and prevent collapse of excavations as necessary to safeguard workmen, prevent movement of adjacent ground and avoid damage to existing improvements.
- E. Provide sufficient temporary erosion control measures to protect work in progress and to prevent sediment from leaving the project limits.

1.6 EXISTING CONDITIONS

- A. Known underground, surface, and aerial utility lines and buried objects are indicated on the drawings. Digger's Hotline shall be contacted three (3) working days prior to start of any work.

1.7 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. An independent soil testing and inspection service for quality control testing of compacted soil may be selected and paid for by the Owner. Contractor shall allow access to the work for testing when requested.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

- A. General Summary: The fill materials will be divided into two categories as specified below:
 - 1. Excavated Material from On-Site: Material excavated from on-site may be reused as a suitable fill provided it was free of debris when excavated. This may include excess top soil materials in lawn areas. Fill below new pavements shall be mineral subsoil. Topsoil shall not be used as fill under pavements.
 - 2. Fill from off-Site: Fill material from off-site may be required to supplement acceptable on-site fill materials. Fill from off-site shall be sand with less than 15 percent passing a #200 sieve.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Establish and identify lines, levels, contours and datum.
- B. Maintain benchmarks, monuments and other reference points. Re-establish if disturbed or destroyed at no cost to Owner.
- C. Before start of grading, establish the location and extent of utilities in the work areas.
- D. Protect existing structures, utilities, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- E. Protect subgrade and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- F. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff to adjacent properties.

3.2 DEWATERING

- A. Prevent surface water from entering excavations and from ponding on prepared subgrade during earthwork operations. Provide trenches or berms as necessary.

3.3 EXCAVATION

- A. Unclassified Excavation: All excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered. Remove all topsoil materials from below new pavements.

3.4 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 foot.
- B. Excavate surfaces under future walks and pavements to indicated cross sections, elevations, and grades.

3.5 APPROVAL OF SUBGRADE

- A. Owner or the Owner's geotechnical engineering service shall be allowed to approve all subgrade conditions. When the Owner or the Owner's geotechnical engineering service determines that unforeseen unsatisfactory soil is present, over-excavate and replace with approved fill material.
- B. Unforeseen additional excavation and replacement with backfill material will be paid for

on a unit cost basis established in advance of any additional work being done.

- C. Reconstruct subgrade damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Owner.

3.6 STORAGE OF SOIL MATERIAL

- A. The site has very limited space for the stockpile of materials which is limited to the two driveways being improved by the work. The adjacent sidewalk may be closed during the work. Contractor shall be responsible for necessary permits.
- B. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water.
- C. Stockpile soil materials away from edge of excavations.

3.7 FILL

- A. Preparation: Remove vegetation, debris, unsatisfactory soil, obstructions, and deleterious materials from ground surface prior to placing fills.
- B. When subgrade or existing ground surface to receive fill has density less than that required for fill, the Contractor shall compact the surface to required density.
- C. Place fill material in layers to required elevations.

3.8 COMPACTION

- A. Place fill materials in layers not more 4" in loose depth.
- B. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM D698:
 - 1. Under future structures, steps, and pavements, compact the top 12" below subgrade and each layer of backfill or fill material at 95 percent maximum dry density.
 - 2. Under lawn or unpaved areas, compact each layer of backfill or fill material to a minimum of 80 percent maximum dry density and a maximum of 90 percent maximum dry density. Lawn areas over-compacted shall be corrected.

3.9 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated. Slopes should be graded to direct surface drainage to proposed new inlets where applicable.
- B. Provide a smooth transition between existing adjacent grades and new grades.

- C. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- D. Site Grading: Slope grades to direct water to prevent ponding. Finish subgrade to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: ± 0.10 foot.
 - 2. Pavements: ± 0.10 foot.

3.10 TEMPORARY EROSION CONTROL

- A. Temporary erosion control: In addition to plan erosion control measures shown on the Drawings, the Contractor shall provide control measures to protect the earthwork in progress. Sediment traps, bale barriers, rock barriers, silt fence, tracking control aprons, channel erosion matting, seeding, and mulch shall be installed and maintained by the Contractor as temporary measures until the work progresses to a stage that the planned permanent erosion control measures can be installed and become effective.

3.11 CORRECTIVE ACTION

- A. The Owner reserves the right to order the Contractor to take corrective action at the Contractor's expense, if the A/E or the Owner's representative documents that sediment is being tracked off or washed off the site due to work by the Contractor or work done under this contract. The order for corrective action shall remain in place until the problem is cleaned up and corrected to the satisfaction of the Owner. If the Contractor fails to take corrective action of the order satisfactory to the Owner within 24 hours, the Owner may direct corrective action at the expense of the Contractor.

3.12 FIELD QUALITY CONTROL

- A. Geotechnical Services: Allow Owner's geotechnical service to inspect and test each subgrade and each fill or backfill layer when Owner chooses. Do not proceed until tests results for previously completed work verify compliance with requirements. Contractor shall cooperate and provide equipment for a wheel test on the sidewalk subgrade if requested to do so.
- B. When testing agency reports that subgrade, fill, or backfill are below specified density or includes unacceptable materials, the Contractor shall take the necessary measures to restore the area to the specified compaction and retest until required density is obtained. This shall be done at the Contractors own expense including the costs of any re-testing.

3.13 PROTECTION

- A. Temporary Erosion Control: In addition to plan erosion control measures shown on the plans, the Contractor shall be responsible for any temporary erosion control needed to protect the work in progress.
- B. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- C. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace material to depth directed by the A/E; reshape and compact at optimum moisture content to the required density.
- D. Settling: Where settling occurs during the Project Warranty period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing at no additional cost to the Owner.
- E. Restore appearance, quality and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove waste material, trash, and debris, and legally dispose of it off the Owner's property.

3.15 CLEANUP

- A. Sidewalks, streets, and site shall be left free of excess soil, debris or stains on a daily basis.

3.16 WARRANTY

- A. Contractor shall warrant all work free of defects in materials and workmanship for a period of one year following final acceptance of work by Owner.

END OF SECTION 31 22 00

SECTION 31 23 50 FINISH GRADING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Finish Grading for seeded areas.

1.2 RELATED SECTIONS

- A. Section 31 10 00 - Site Preparation
- B. Section 31 25 00 - Erosion Control
- C. Section 32 92 19 - Seeding

1.3 PROJECT CONDITIONS

- A. The Owner believes there is sufficient topsoil materials present on the site to complete the project. Bidders shall visit the site and take whatever tests are necessary to determine topsoil availability.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Topsoil salvaged from the stripping operations or new topsoil brought onto the Site (imported topsoil) shall meet the following quality standards:
 - 1. Description: Fertile loam soil rich in organic matter, capable of sustaining vigorous plant growth.
 - 2. Requirements:
 - a. Free of subsoil, plants, and weeds, stones greater than ½" diameter or other deleterious material.
 - b. Minimum pH value of 6.0 and maximum 8.0.
- B. All imported topsoil shall be subject to the approval of the Owner. Remove topsoil not approved from the site as waste material when directed to do so by the Owner.

PART 3 - EXECUTION

3.1 GRADING

- A. Place and grade areas within construction limits to establish new grades as indicated on the Drawings.
- B. Grade additional areas disturbed by construction operations including from vehicle use, fill stockpiling, and borrow areas to original grades or as directed by the A/E.

- C. Install grade stakes as necessary to meet the following requirements:
 - 1. Grade to uniform levels or slopes between points or contours where are indicated on the Drawings.
- D. Tolerances: Deviations from finish grades indicated shall not exceed 1".

3.2 PLACING TOPSOIL

- A. Remove topsoil not meeting quality standards and replace with material acceptable to the A/E.
- B. Do not grade, excavate or work topsoil in frozen or muddy conditions.
- C. Place topsoil immediately in areas where seeding or landscaping will occur as shown on the Drawings to a minimum of 5" thick. Placing topsoil to depths greater than 8" thick shall be approved by the Owner. All attempts to place topsoil during dry weather should be made, but in no case shall more than three (7) days pass before placing topsoil on areas where rough grading is complete.
- D. Fine grade topsoil within 24 hours of placing topsoil to eliminating rough or low areas. Maintain profiles and contour of subgrade indicated on the Drawings.
- E. Coordinate final grading of topsoil to minimize damaged by subsequent construction activities.
- F. Manually spread topsoil in the drip line of trees, close plants, and near hard improvements to prevent damage.
- G. Leave any stockpile area and site clean and raked, ready to receive seeding.

3.3. TEMPORARY EROSION CONTROL

- A. In addition to permanent erosion control measures shown on the Drawings, provide control measures to protect the finish grading in progress. Install and maintain sediment traps, bale barriers, rock barriers, silt fence, tracking control aprons, channel erosion matting, seeding, soil stabilizers, and other measures as temporary measures until the Work progresses to a stage that the planned permanent erosion control measures can be installed and become effective.

END OF SECTION 31 23 50

SECTION 31 25 00
EROSION CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Provide all materials and labor required for permeate and temporary erosion control and soil stabilization of all areas disturbed by excavation, rough grading and fill operations including, but not limited to, the following:
 - 1. Drainage inlet protection.
 - 2. Prevention of vehicle tracking to off-site roadways.
 - 3. Maintenance of sediment traps and inlet protection.
 - 4. Slope stabilization.
 - 5. Application of erosion control permits.
 - 6. Temporary erosion control measures, not shown on the Drawings, necessary to protect soil from being transported off site during in progress site work.

1.2 RELATED SECTIONS

- A. Section 31 22 00 – Earthwork
- B. Section 31 23 50 - Finish Grading

1.3 REFERENCES

- A. Standard Specifications for Highway and Structure Construction, 2003 Edition, State of Wisconsin Department of Transportation, Division of Highway.
- B. Wisconsin Department of Transportation Product Acceptability List.
- C. Wisconsin Construction Site Best Management Practice Handbook, Publication WR-222 93 Revised.
- D. Guidelines for Erosion and Sedimentation Control Planning and Implementation, EPA.
- E. Processes, Procedures and Methods to Control Pollution from All Construction Activity, EPA.

1.4 REQUIREMENTS

- A. Secure any/all local erosion control/land ordinance permits prior to initiating work. Associated fees are incidental to the work of this Section.
- B. Comply with all local erosion control ordinance/zoning codes.
- C. Install filter fabric fences, and barriers prior to disturbing the area.

- D. Apply seeding, sodding, mulching, or other equivalent practices within seven (7) days of the end of active disturbance of the soil surface, even if topsoil, where specified, has not been applied. This does not relieve the Contractor of the obligation to furnish the topsoil as specified.
- E. Place other erosion control measures prior to disturbances of the construction site, as applicable.
- F. The Contractor shall be responsible for temporary erosion control measures. These are erosion or sediment control measures not shown on the Drawings but necessary to protect the site when the site work is only partly completed. Due to the unpredictability of the weather, the progress of the Work, and the Contractor's methods, these temporary measures cannot be shown on the Drawings. The Contractor shall be aware of the potential for erosion problems due to the stage of the progressing Work and take any reasonable steps necessary to protect the site from erosion of soil surfaces and the loss of sediment from the site due to erosion.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Silt fence: Constructed with 2" x 2" hardwood posts 8'-0" on center with only WisDOT approved fabric as listed in the PAL.
- B. Erosion Control Matting: North American Green SC150BN. Substitutions must be submitted to City for possible approval prior to bid. City reserves the right to accept or reject any substitutions submitted.
- C. Erosion Matting Staples: As supplied and recommended by the manufacturer of the erosion control matting. Provide biodegradable matting staples in future lawn areas; Bio-Stake as manufactured by North American Green (1/800-772-2040) or equal.
- D. For seeding completed before May 15th or after September 15, straw mulch shall be replaced with matting "Futerra F4netless" by Profile Products, LLC (800) 508-8681.
- E. Breaker Rock: As defined in WISDOT Specification 311 for unscreened breaker run aggregate. Breaker rock delivered to the site that contains excessive fines as determined by the A/E shall be removed and replaced with suitable material at no additional cost to the Owner. Dense graded base shall not be used as a substitute.
- F. Breaker Rock Fabric: Propex 2002 or A/E approved equal.

PART 3 - EXECUTION

3.1 SILT FENCE

- A. Install silt fence in the locations indicated on the Drawings. Install prior to earthwork or site preparation. Installation may be delayed while an area scheduled for silt fence is under construction. When installation of the silt fence is delayed, install as soon as practical, but in no case shall an area be left unprotected for more than two days.
- B. Install silt fence in accordance with the Drawing, the approved shop drawings, and the recommendations of the manufacturer.

3.2 EROSION CONTROL MATTING

- A. Place erosion matting in areas designated on the Drawings or as appropriate. Areas indicated on the Drawings identify only the areas needing the control measure, not the actual area of erosion matting.
- B. Place staples following the directions of the manufacturer, providing a minimum of two staples per square yard of matting.
- C. Install erosion matting within 2 days of finish grading of areas to receive matting.

3.3 TEMPORARY EROSION CONTROL

- 1. Temporary Erosion Control: In addition to plan erosion control measures, the Contractor shall provide control measures to protect the site during work progress. Install and maintain sediment traps, bale barriers, rock barriers, silt fence, tracking control aprons, channel erosion matting, temporary seeding, and soil stabilizers as temporary measures until plan measures can be installed and become effective.

3.4 BREAKER ROCK TRACKING CONTROL APRON (WHEN NECESSARY)

- A. Place breaker rock in areas designated on the Drawings in an 18" thick layer.
- B. Cover subgrade areas for breaker rock with breaker rock fabric prior to placement of breaker rock.

3.5 MAINTENANCE

- A. Inspect silt fences and barriers within 24 hours after each rainfall or daily during periods of prolonged rainfall. Repair or replace immediately. Remove sediment deposits after each storm event or when deposits reach one-third the height of the fence or barrier.
- B. Inspect all seeding, sodding, and mulches within 24 hours after each rainfall or daily during periods of prolonged rainfall. Apply additional mulch, netting or matting immediately when necessary to maintain suitable coverage. Continue inspections until vegetative cover is established. Water seeding and sodding when necessary to promote establishment.

END OF SECTION 31 25 00

**SECTION 32 13 13
PORTLAND CEMENT CONCRETE PAVING**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Portland cement concrete sidewalks and aprons.

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301 and WisDOT std.spec. as applicable.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Do not place concrete when base surface temperature is less than 40°F, or surface is wet or frozen.

1.5 REFERENCE SPECIFICATIONS

- A. "WisDOT Std. Spec." shall mean State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2008 Edition.
- B. Standards of the City of Onalaska shall apply to work under this section as applicable, where the section places more stringent requirements, the provisions of this specification govern.

1.6 SUBMITTALS

- A. Concrete mix design data.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

- A. Form materials: Conform to ACI 301.

2.2 CONCRETE MATERIALS

- A. In general, concrete materials shall meet the requirements of WisDOT Standard Specification 501 materials, except coarse aggregates shall meet the following: percentage by weight passing the one inch sieve for size No. 2 coarse aggregate gradation requirement shall be between 10 and 55 percent.
- B. Cement: ASTM C150 air entraining - Type 1A Portland type, grey color.
- C. Fine and coarse mix aggregates: ASTM C33.

D. Water: Potable, not detrimental to concrete.

E. Air entrainment: ASTM C260.

2.3 ACCESSORIES

A. Curing compound: ASTM C309, Type 2, Class A.

B. Joint filler: Filler shall be bituminous fiber type, minimum ½” width and meet the requirements of WisDOT Std. Spec. 415.2.3.

C. Reinforcement shall be steel in accordance with requirements of WisDOT Std. Spec. Sections 505.1 through 505.3.

2.4 CONCRETE MIX - BY PERFORMANCE CRITERIA

A. Mix and deliver concrete in accordance with ASTM C94, Alternative No. 2.

B. Provide concrete to the following criteria:

1. Compressive strength: 3500 psi at 28 days
2. Slump: 1" to 3"
3. Air entrained: 5% to 7%

C. Use accelerating admixtures in cold weather only when approved by the Engineer. Use of admixtures will not relax cold weather placement requirements.

2.5 SOURCE QUALITY CONTROL

A. Tests on cement and aggregates may be performed to ensure conformance with specified requirements.

2.6 BASECOURSE

A. Crushed aggregate base course: WisDOT Std. Spec. Section 305.2.2.1.1, 1-¼” Dense Graded Base.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.

B. Verify gradients and elevations of base are correct.

3.2 PREPARATION

A. Notify the A/E minimum 24 hours prior to commencement of concrete operations.

3.3 FORMING

- A. Place and secure forms to correct locations, dimension, and profile.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint filler vertical in position, in straight lines. Secure to form work during concrete placement.

3.4 PLACING CONCRETE

- A. Place concrete in accordance WisDOT std. spec.
- B. Ensure embedded parts and formed joints are not disturbed during concrete placement.
- C. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joint occur.
- D. Execute work in accordance with requirements of “Construction Methods” in Section 601, Section 602, and Section 415 WisDOT Standard Specification, except, as noted:
 - 1. Class of Concrete
 - a. Air-entrained concrete shall be prepared with Type 1A cement.
 - b. If due to certain weather conditions Engineer requires use of air-entrained high-early-strength concrete, when concrete shall be prepared with Type III cement.
 - c. Grade of Concrete: Grade A or A-S2 for all concrete curb, gutter and sidewalk or driveway.
 - 2. Control Joints:
 - a. Maximum spacing between joints shall be 4 feet for sidewalk.
 - b. Longitudinal control joints: Construct parallel to centerline of walk for all sidewalks.
 - c. Control joints may be formed by tooled joints, sawed joints, or inserts.
 - d. Sawing methods: Sawed control joints shall be formed using power saw equipped with shatterproof abrasive or diamond rimmed blades.
 - 3. Expansion joints;
 - a. For sidewalk, place expansion joint filler between sidewalk and adjacent sidewalk.
 - b. Set plum and at right angles to face of curb with edges flush or slightly depressed from concrete curb and gutter surface.
 - 4. Joint Alignment:
 - a. Tolerance: Axis of any joint shall not deviate more than 1/4 inch either way from straight line at any point.
 - 5. Curing:
 - a. Impervious coating method: Concrete placed on and after May 1 and on or prior to September 1 shall be cured by Impervious Coating Method.
 - b. Paper method: Concrete placed on and after September 1 and on or prior to May 1 shall be cured by Paper Method. After removing paper or polyethylene sheeting, apply protective or anti-spalling agent.

6. Protection:
 - a. Erect and maintain barricades to keep traffic off newly placed concrete.
 - b. All concrete damaged prior to acceptance shall be repaired or replaced by and at expense of Contractor.
 - c. Provide cold weather protection in accordance with WisDOT Standard Specification.

3.5 FINISHING

- A. Sidewalk Paving: Light broom finish.
- B. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.6 CLEANUP

- A. Within 24 hours of completion of placing concrete curb and gutter, restore crushed aggregate base foundation to condition equal to or better than prior to placement of concrete curb and gutter.

3.8 PROTECTION

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.

END OF SECTION 32 13 13

SECTION 32 92 19 SEEDING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Soil preparation
- B. Seeding operations

1.2 SUBMITTALS

- A. Submit seed vendor's certification of grass seed mixture, indicating percentage by weight, and percentages of purity, germination, and weed seed for each grass species.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Sample and test seed in accordance with rules and recommendation of U.S. Department of Agriculture. Package seed in suitable bags in accordance with commercial practice and aged in suitable bags in accordance with commercial practice and delivered to job site in dealer sealed original bags.
- B. Deliver seed, fertilizer and soil amendments in unopened containers, indicating weight, analysis, and manufacturer's name.
- C. Store products to prevent wetting and deterioration.

1.4 PROJECT CONDITIONS

- A. Protect existing planting, utilities, paving, and other facilities from damage caused by seeding operations. The Contractor shall be responsible for damage to lawn areas caused by work of his planting, mulching, plant maintenance or replacements performed.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fertilizer
 - 1. Commercial fertilizer consisting of 50% nitrogen derived from natural organic sources or urea form. Consistency shall be granular, dry, and free flowing.
 - 2. Type A: Starter fertilizer 16^N-20^P-0^K.
 - 3. Type B: Top dressing fertilizer containing 31% nitrogen, 3% phosphoric acid, and 10% potash by weight, or similar approved composition.
- B. Lawn Seed
 - 1. Fresh, clean and new crop seed mixture in compliance with applicable governmental standards.
 - 2. Mix by an approved method.
 - 3. Composed of the following varieties, mixed to the specified proportions by

weight and tested to minimum percentages of purity and germination. Poa Annua, bent grass, and noxious weed seed free.

- 4. Rate: 4 pounds per 1000 square feet.
- 5. Blend:

<u>Name</u>	<u>Proportion by Weight</u>	<u>Minimum Purity</u>	<u>Germination</u>
Kentucky Bluegrass	50%	95%	85%
Pennlawn Creeping Red Fescue	15%	95%	85%
Blazer II Perennial Rye	8.75%	95%	85%
Dasher II Perennial Rye	8.75%	95%	85%
Fiesta II Perennial Rye	17.5%	95%	85%

- 6. When seeding occurs after September 30th and before November 15th, adjust seed mix to allow for 5 percent of the mix to be fall rye. When seeding occurs after April 1st and before May 15th, adjust seed mix to allow for 5 percent of the mix to be oats.

- C. Erosion Control Matting: American Excelcior Curlex HV or A/E approved equivalent.
- D. Erosion Matting Staples: As supplied and recommended by the manufacturer of the erosion control matting.
- E. Water: suitable for irrigation and free from ingredients harmful to plant life. Furnish hose and other watering equipment.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine finish surfaces, grades, topsoil quality, and depth. Do not begin seeding work until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Disk and rake to level minor irregularities in grade. Remove debris and stone over 1" in any dimension, and remove ridges and fill depressions to provide positive drainage.
- B. Limit preparation to areas to be immediately seeded.
- C. Loosen topsoil of lawn areas to minimum depth of 4".

3.3 PERFORMANCE

- A. Apply Type A fertilizer at a rate equal to one pound of actual nitrogen per 1,000 square feet (220 pounds/acre) and to a depth of at least 3".
- B. Application of fertilizer shall precede seeding operations by no more than seven days.

- C. Seeding
 - 1. Seed immediately after preparation of bed. Install seed between April 1 and October 15. If special conditions exist which may warrant variance in above dates, submit written request to the A/E stating conditions and proposed variance.
 - 2. Perform seeding operations when the soil is dry and when winds do not exceed five (5) miles per hour velocity.
 - 3. Sowing of permanent crop shall be accomplished with a Brillion seeder or acceptable alternative. Apply seed in two operations with spreader adjusted so one-half of specified amount is released in each operation with the second sowing at right angles to the first. In areas too small for mobile equipment, sow with an approved hand-operated machine seeder.
 - 4. In areas seeded with hand-seeder, smooth and roll seed bed. Smooth seed bed with hand rakes and roll with hand roller weighing approximately 100 pounds per lineal foot. Smooth and roll on same day that seed is sown.
- D. Erosion Control Matting
 - 1. Place erosion matting in areas designated on the Drawings or as appropriate. Areas indicated on the Drawings identify only the areas needing the control measure, not the actual area of erosion matting.
 - 2. Place staples following the directions of the manufacturer, providing a minimum of two staples per square yard of matting.
 - 3. Install erosion matting within 2 days of finish grading of areas to receive matting.

3.4 RECONDITIONING EXISTING LAWNS

- A. Where substantial but thin lawn remains, rake, aerate if compacted, and cultivate soil; fertilize and seed.
- B. Water newly seeded areas. Maintain adequate soil moisture until new grass is established.

3.5 MAINTENANCE

- A. Maintain seeded lawns until final acceptance.
- B. Maintain seeded lawn areas, spot weeding, and re-seeding to achieve a uniform stand of grass free from weeds, undesirable grass species, disease, and insects.
- C. Temporary irrigation: Water new and reconditioned lawn areas for 40 days following seeding operations. Provide necessary hoses and equipment to cover the area without moving watering equipment. Remove equipment after the 40 day period unless a longer period is approved by the Owner. The Owner shall provide the water. Contractor shall coordinate necessary meter and supply with the Owner when the site is ready.
- D. Repair, rework, and reseed areas that wash out or erode.
- E. Consistently mow lawn areas as soon as top growth reaches a 4-1/2" height. Cut back to 3" in height.

3.6 ACCEPTANCE

- A. When grass has been cut a minimum of three (3) times and a uniform growth of lawn is established without evidence of excessive weed or crab grass infestation, submit written request to the Engineer for an inspection of the established lawn.
- B. The request shall be received at least 10 calendar days before anticipated date of inspection.
- C. Weeds developing prior to final acceptance shall be treated by hand-weeding or chemical control. Provide chemical control as recommended by chemical manufacturer.
- D. Bare spots shall be no more than 2% of lawn area.
- E. Seeded areas will be acceptable provided requirements of the contract have been met.

3.7 CLEANUP

- A. Repair damage resulting from seeding operations.
- B. Upon completion of each portion of work, remove machinery, equipment, surplus materials from the site and debris connected with execution of lawn.

END OF SECTION 32 92 19

SECTION 32 93 00
TREES, PLANTS, AND GROUND COVER

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Providing and planting trees, plants, or ground covers as indicated on the drawings.
- B. Mulch and fertilizer.
- C. Maintenance of plantings.

1.2 SUBMITTALS

- A. Submit samples of mulch sealed in 12" square plastic bags.

1.3 MAINTENANCE DATA

- A. Include a schedule for watering plants.

1.4 QUALITY ASSURANCE

- A. Provide stock true to botanical name and legibly tagged. No substitutions are permitted without written approval.
- B. Comply with sizing and grading standards of AAN/ANSI Z60.1 "American Standard for Nursery Stock".
- C. Plants furnished larger than specified are acceptable, at no additional cost to the Owner, providing that the larger plants will not be cut back to size specified.
- D. Contractor shall allow Owner to inspect and approve plants at the nursery source or upon delivery to the site at the Owners Option.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Schedule planting program to minimize the quantity of unplanted plants stored on project site.
- B. Delivery of Trees: Provide freshly dug or container grown trees to the greatest extent possible. Do not prune before delivery, except as approved by Owner. Provide adequate protection of root systems from drying winds and sun. Do not bend or bind-tie trees in such a manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.
- C. Deliver trees after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees in a shaded area. Protect from weather, mechanical damage, and keep roots moist as follows:
 - 1. Set balled stock on ground and cover ball with soil, shredded bark, straw, or other acceptable material.
 - 2. Do not remove container-grown stock from containers before time of planting.
 - 3. Periodically water root systems of trees and shrubs stored on site. Water as often as necessary to maintain root systems in a moist condition.
- D. Plants which are potted in the spring from bare root stock shall be fully root bound at the

time of planting. Soil shall not fall away from the root ball when plants are removed from the container.

1.6 JOB CONDITIONS

- A. Notify the Owner at least three working days prior to installing plants.
- B. Verify the location of underground utilities and depths before digging.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not install plants when average temperature may drop below 35°F. or rise above 90°F.
- B. Do not install plants when wind velocity exceeds 30 mph.

1.8 WARRANTY

- A. Warranty: include coverage for one continuous growing season after final acceptance; replace dead or unhealthy plants.
- B. Limitations: warranty shall not cover damage or loss of plants caused by fires, floods, freezing rain, lightning, winds over 60 mph, negligence on the part of the Owner and acts of vandalism.
- C. Replacements: Plants of same size and species as specified, planted in the next growing season. Guarantee replacements for one growing season commencing on date of replacement.

1.9 MAINTENANCE SERVICE

- A. Provide maintenance and watering service for six weeks following substantial completion.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Measurements: Measure trees and shrubs with branches and trunks or canes in their normal positions. Do not prune to obtain required sizes.
- B. Provide plants typical of their species or variety; with densely developed and balanced branches with well-developed root systems. Provide sound, healthy, plants free from disfiguring knots, injuries, frost cracks, abrasions of the bark, plant diseases, and insect infestations.
 - 1. Provide canopy tree species with a single main trunk; "Y" branching is not acceptable.
 - 2. Provide clump form trees that are uniform in size, height and habit. Basal stems shall be no more than 5 and no less than 3.
 - 3. Plants designed as a row on the Drawings shall be matched in form.
 - 4. Pruning wounds shall not exceed 1" diameter.
 - 5. Evergreen trees shall be branched to the ground.
 - 6. The root flair of all trees shall be apparent at the surface of the root ball or container surface.
- C. Topsoil: fertile, loam soil, high in organic matter, capable of sustaining vigorous plant growth; free of subsoil, impurities, plants and weeds; minimum pH value of 6.0 and maximum 8.0 as is generally found on the project site.

- D. Fertilizer;
 - 1. Fertilizer Type A: Commercial slow-release 18-46-0 or other approved manufactured fertilizer.
- E. Planting mulch:
 - 1. Shredded cedar, hardwood, or cyprus mulch with no more than 5% by volume larger than 6" in length and 1" in width, brown in color, free of foreign material.
- F. Water:
 - 1. Water will be furnished by the Owner.
 - 2. Provide hose and other watering equipment.

PART 3- EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted.
- B. Verify that areas are ready for planting operations to begin.

3.2 FERTILIZING

- A. Incorporate fertilizer Type A into planting backfill soil at a rate of 1 oz per cubic foot of soil material or in accordance with manufacturer's instructions approved by the Owner.

3.3 PREPARATION

- A. Time of planting: all materials shall be planted between 15 April and 31 October.

3.4 INSTALLATION

- A. Tree planting:
 - 1. Excavate plant pits in accordance with the detail drawings. Depth of the plant pit shall accommodate the root system to set the root flair at the existing ground surface. Scarify the side walls of the plant pit.
 - 2. Remove burlap, ropes, wires, or container from the entire root ball.
 - 3. Set plants in the planting pit so that the root flair is at finish grade and so the plant is in proper alignment. Set plants upright, plumb, and faced to give the best appearance in relationship to each other and adjacent landscaping.
 - 4. Backfill plant pits with excavated soil; reserve topsoil for the upper layers of backfill but in no case shall there be less than 6" of topsoil used to complete the backfill. When plant pits have been backfilled approximately 2/3 full, water thoroughly before installing the remainder of the soil.
 - 5. After water has been absorbed, fill plant pit with topsoil and tamp lightly to grade. Form a water saucer around the edge of each planting pit.
 - 6. For trees not within a planting bed, fill the planting saucer with 4" of mulch.
 - 7. After mulching, pull mulch back away from tree trunks approximately 3".
- B. Pruning - trees: remove or cut back broken, damaged, and unsymmetrical growth. Thin out tightly grouped branches along the main trunk. Prune into a single leader, guy when necessary.
- C. Pruning - evergreen trees: prune only to remove broken or damaged branches.

3.5 CLEANUP

- A. Perform cleaning during installation of the Work and upon completion of the Work.

Continuously remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from planting operations.

- B. Sidewalks and streets shall be maintained free of soil, rubbish and stains throughout the progress of the Work. At completion of landscaping operations sidewalks shall be left broom clean.

3.6 ACCEPTANCE

- A. A/E will perform an observation of the Work after initial planting and report any deficiencies in the Work that require correction. Observations may not discover all deficiencies and the lack of reporting such shall not relieve the Contractor from full compliance with the Construction Documents.
- B. Engineer or the Owner's representative may perform an additional observation approximately 60 days prior to the end of the warrantee period and report any deficiencies that require repair prior to the end of the warrantee period.

3.6 MAINTENANCE

- A. Maintain plants for six weeks following substantial completion.
- B. Maintenance includes:
 1. Cultivating and weeding plant beds and tree pits.
 2. Applying herbicides for weed control in accordance with manufacturer's instructions.
 3. Correcting damage resulting from use of herbicides.
 4. Correcting damage from use of insecticides.
 5. Watering.
 6. Pruning, including removing dead or broken branches, and treating pruned areas or other wounds.
 7. Controlling disease.

END OF SECTION 32 93 00

**SECTION 33 41 11
STORM SEWERS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Furnish all materials and labor to provide a complete and functional storm sewer system.

1.2 PROJECT CONDITIONS

- A. Protect existing utilities during excavation. If utility lines are encountered or damaged, that were not indicated, notify the A/E immediately. Repair damaged utility lines immediately.
- B. Adequate advance notice shall be given to Governmental Agencies and A/E prior to disruption of traffic flow due to excavation and replacement of vehicle and pedestrian ways.

1.3 REFERENCE STANDARDS

- A. All work under this section shall comply with the Standard Drawings and Specifications for Storm Sewers for the City of Onalaska as applicable. The Standard Drawings and Specifications are made part of this specification by reference.
- B. Standard Specifications for Sewer and Water Construction in Wisconsin, Current Edition, shall be used except where modified by this Specification or by the Drawings.
- C. State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, current Edition.

1.4 CONTRACTOR SUBMITTALS

- A. Provide shop drawings for all structures and materials for approval. Approval of shop drawings does not relieve the Contractor from complying with the specifications or from providing a complete construction project as indicated on the plans.

PART 2 - PRODUCTS

2.1 PIPE

- A. PVC Storm Sewer Pipe:
 - 1. Pipe Requirements: Conform to ASTM D3034, FS-14, SDR 35.
 - 2. Joints: Elastomeric gasket joints conforming to ASTM F 477ASTM and D3212.
 - 3. Material: Polyvinyl chloride.
 - 4. Fittings: Gasketed PVC.

2.2 NDS DRAINS

- A. NDS drain products or approved equal as indicated on the drawings.

2.3 TRACER WIRE LOCATING MATERIALS

- A. Tracer Wire:
 - a. Minimum 18 gauge solid copper or Copper Clad Steel with High Density Polyethylene (HDPE) or High Molecular Weight Polyethylene (HMWPE) insulation suitable for direct bury.
 - b. Color: Green.
- B. Connectors: “Copperhead SnakeBite” or “3M DBR”.
- C. Wire Access Box: Figure SSWABADJ18 as manufactured by Drainage and Water Solutions Inc. or equal.
- D. Anode: 5 pound packed magnesium anode, “SuperMAG”, as manufactured by Galvotec Alloys, Inc, Mc Allen, TX, or equal.

PART 3 - EXECUTION

3.1 HANDLING OF MATERIAL

- A. All materials shall be handled with care to avoid damage. No material shall be dropped.
- B. All defective material shall be removed from the job site.

3.2 LINES AND GRADES

- A. All pipe shall be laid to the lines and grades shown on the drawings or given by the Engineer. The Contractor shall be responsible for the staking of line and grade, and shall pay the actual cost of having stakes set.

3.3 PIPING INSTALLATION

- A. Bedding and Cover: In accordance with Section 31 2316, Excavation and Backfill.
- B. Pipe Installation:
 - 1. PVC Pipe: In accordance with manufacturer’s written recommendations and ASTM D2321.

3.4 NDS DRAINS

- A. NDS drains shall be installed in accordance with the manufacturer’s instructions and the drawings. Connection between adapter, fittings, and pipe shall be made water tight. Connection between pipe and first NDS fitting shall be secured by three stainless or brass screws. All other connections between fittings shall be secured with three stainless or brass screws per connection or approved adhesive. After installation, screws protruding into the pipe or fitting shall be trimmed flush to the interior wall. Round or oval fastener heads are permitted on the interior of pipe and fittings. Inlet grates shall be secured with stainless or brass screws to the frame of the adaptor. Install fasteners in the locations provided by the factory. Where grates are not provided with locations to secure

the grate to the frame, the contractor shall provide a minimum of two tapped holes for securing the grate to the frame.

3.5 TRACER WIRE SYSTEM

- A. Install tracer wire directly above and within 6-inches of the non-metallic pipe.
- B. Install Tracer Wire Access Boxes at no greater than 400-foot interval along pipe. Install Access Boxes in accordance with the Manufacturer's written instructions.
- C. Use approved corrosion and moisture resistant connectors for all splices. Minimize the number of splices required.
- D. Test the tracer wire system for continuity during installation prior to and after backfilling.

3.6 TESTS, INSPECTION, AND ACCEPTANCE OF MATERIALS AND WORKMANSHIP

- A. Method of testing and measurement shall be approved by the Engineer. Provide necessary equipment and labor for making tests.
- B. The pipe between sewer structures shall be straight and of uniform slope.
- C. The pipe alignment shall permit light to be visible when the barrel is lamped between structures. Where light is not visible, the conduit shall be uncovered and repaired at no cost to the Owner.
- D. All cracked pipe, misaligned joints, and points of observable infiltration shall be re-excavated and repaired.
- E. Submit a repair procedure to correct any deficiency. The Contractor shall bear the cost of correcting rejected work. The A/E shall review the procedure prior to implementing.

3.7 CLEAN-UP

- A. Upon completion of work leave all components of the drainage systems completely free of silt, debris, and obstructions.

END OF SECTION 33 41 11

PERFORMANCE – PAYMENT BOND

KNOW ALL MENT THESE PRESENTS, that
.....
of the City of....., County of.....
State of, as principal, and
..... of
as surety, are held and firmly bound unto the City of Onalaska, Wisconsin, Owner, in the penal sum of
..... (\$.....) Dollars
in lawful money of the United States; the payment of which sum we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

Sealed with our seas this day of, 20.....

The condition of this obligation is such that whereas Principal entered into a contract with Owner, a copy of
which is attached hereto and made a part hereof by reference, for the construction of

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions
thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and
expense which the Owner may incur in making good any default, and shall promptly make payment to all person,
firms, sub-contractors, and corporations furnishing materials, for or performing labor in the prosecution of the work
provided for in such contract, and any authorized extension or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in
connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed
in such work whether by sub-contractor or otherwise, then this obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there
under or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the
work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this day of, 20.....

Signed and sealed in presence of:

.....
Principal
.....
By..... (SEAL)
President
.....(SEAL)
Secretary
.....
Surety
By.....
, their Attorney in fact

CONTRACT

This Contract made this day of
by and between.....
herein called the "CONTRACTOR", and the CITY OF ONALASKA, a municipal corporation, La Crosse
County, Wisconsin, herein called the "OWNER";

WITNESSETH: That the CONTRACTOR and the OWNER, for the consideration stated herein, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the following public work:

ITEMS OF BID

and the Contractor shall do everything required by this Contract and the other documents constituting a part hereof.

ARTICLE 2. CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided herein, in current funds, the sum of
(.....) Dollars, as provided herein, such payments to be made by the City of Onalaska. Payment shall be made on monthly estimates of the City Engineer, less retained percentage.

ARTICLE 3. COMPONENT PARTS OF THE CONTRACT. The Notice to Contractors, Information to Bidders, Bid Proposal, Bid Bond, Certificate of Organization and Authority with List of Subcontractors, Performance-Payment Bond, General Conditions, Minimum Wage Scale, Plans, Standard Specifications and Special Specifications, and Addenda, are all attached hereto and made fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached.

ARTICLE 4. TIME OF COMMENCEMENT AND COMPLETION. The time of commencement and completion shall be a provided in the Notice to Contractors.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and such of them as are corporations have caused these presents to be signed by their proper officers and their corporate seals to be affixed the day and year first above set forth.

.....
Contractor

By (SEAL)
President

..... (SEAL)
Secretary

CITY OF ONALASKA, Owner

By (SEAL)
Mayor

..... (SEAL)
City Clerk

I hereby certify that there are sufficient funds in the treasury to meet the liability assumed by the fore-going Contract or that provision has been made to pay the liability that will accrue thereunder.
(W.S. §62.15-12; §62.09-10f)

.....
Comptroller

Approved as to form and execution this day of, 20

.....
City Attorney