

NOTICE FOR BIDS
2025 Public Works Projects
BARABOO, WISCONSIN

Sealed bids will be received for and on behalf of the City of Baraboo for the 2025 Public Works Projects in the City of Baraboo, Wisconsin, at which time, all bids will be publicly opened and read aloud.

Bid Date: February 12, 2025 - 2:00 PM

Work for this project includes:

- Proposal #1 – Asphaltic Paving, approximately 7,600 square yards
- Proposal #2 – Asphalt Pavement Material, approximately 800 tons
- Proposal #3 – Asphalt Pavement Patching, approximately 9,000 square feet
- Proposal #4 – Miscellaneous Curb & Gutter and Sidewalk Replacement, approx. 7,100 sq ft
- Proposal #5 – Crushed Aggregate Base Course, approximately 1,000 tons
- Proposal #6 – Asphalt and Concrete Pavement Crushing, approximately 5,000 tons

Plans, specifications, bid documents and other information may be obtained from Tom Pinion, City Engineer, 101 South Blvd, Baraboo, Wisconsin 53913. (608-355-2730)

Bids shall be addressed to the City Engineer and marked on the envelope "2025 Public Works Projects". **Bids should be returned to Tom Pinion, City Engineer at 101 South Blvd, Baraboo, Wisconsin.**

A certified check, cash or bid bond in the amount of 5% of the bid, made payable to the City Treasurer, City of Baraboo, shall accompany each bid as a guarantee that if the bid is accepted the Bidder will execute and file the proposed Contract and bonds within ten (10) days after the award of Contract.

No bid may be withdrawn and each bid will be valid for a period of thirty (30) days after the date of bid opening.

The Owner reserves the right to waive any informalities or to reject any or all sealed bids.

CITY OF BARABOO

By: Thomas S. Pinion, P.E.
Director of Public Works/City Engineer

Publish: January 28 and February 04, 2025

INFORMATION
FOR
BIDDERS

1. RECEIPT AND OPENING OF BIDS:

The City of Baraboo invites bids on the forms attached hereto. All blanks must be appropriately filled in. Bids will be received by the Owner at the office of Tom Pinion, City Engineer at 101 South Blvd, Baraboo, WI, until 2:00 p.m. February 12, 2025 and then publicly opened and read aloud. The envelopes containing the bids must be sealed and designated as "Public Works Projects 2025".

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. PREPARATION OF BID:

Each bid must be submitted on the prescribed form. All blank spaces of bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No FAX bids.

3. SUBCONTRACTS:

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner.

4. TELEGRAPHIC MODIFICATION:

Any bidder may modify his bid by telegraphic communication at any time prior to the schedule time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. QUALIFICATIONS OF BIDDER:

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The following must be satisfied and a letter attached including the following facts:

1. Maintains a permanent place of business;
2. Has adequate equipment to do the work properly and expeditiously;
3. Has a suitable financial status to meet all obligations incidental to this Contract;
4. Has appropriate technical experience;
5. Can submit a satisfactory performance record.

6. BID SECURITY:

Each bid must be accompanied by cash, certified check of the bidder, standard bid bond form from an accepted bond company or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER IN CONTRACT:

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after he has received notice of the acceptance in his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. CONDITIONS OF WORK:

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provision of his Contract. Insofar as possible, the Contractor, in carrying out such work, must employ such methods or means as will not cause any interruption of or interference with the work of the City or any other Contractor.

9. ADDENDA AND INTERPRETATIONS:

No interpretation of the means of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to:

Tom Pinion, City Engineer at 101 South Blvd, Baraboo, Wisconsin 53913 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

10. SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. **The City retains the right to waive such bonds.**

11. POWER OF ATTORNEY:

Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. NOTICE OF SPECIAL CONDITIONS:

Attention is particularly called to those parts of the Contract Documents and specifications that deal with insurance requirements.

13. LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

14. METHODS OF AWARD - LOWEST QUALIFIED BIDDER:

If at the time this Contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the Contract, the Contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the Contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount that is within the available funds.

15. OBLIGATION OF BIDDER:

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and specifications and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

16. HIRING OF LOCAL LABOR:

It is emphasized that every Contractor and subcontractor undertaking to do work on this project shall employ to the maximum extent practical, in carrying out such contract work, qualified persons who regularly reside in the designated area where such project is located.

17. ADDITIONAL INFORMATION FOR BIDDERS:

A. Signatures:

1. Bids made by an individual shall be signed by that individual;
2. Bids made by a partnership shall be signed by all partners;
3. Bids signed for a corporation shall have the correct corporate name thereon; the signature of the president or other authorized officer of the corporation written below the corporate name following the word "By".

B. New Materials:

No second hand or salvage materials will be used in the permanent construction of the various portions of this project.

C. Examination of Site (See Item 15):

It will be taken for granted by the Owner and the Engineer that before submitting his bid the bidder has carefully examined the site of the project to acquaint himself with the surrounding territory, all means of approach to the site, the conditions of the actual job site, all facilities for delivering, storing, placing and handling of materials and equipment, and any and all difficulties that may be encountered in the complete execution of all work in accordance with the Contract Documents.

AFFIDAVIT OF STATEMENT

ON

PLANS AND SPECIFICATIONS

_____, being first

duly sworn on oath, deposes and says that he is _____

for the _____ that _____

has examined and carefully prepared the bid from the specifications and has checked the same in detail before submitting the Proposal or bid as called for in these documents.

Signed: _____

Subscribed and sworn before me this

_____ day of February 2025

_____ County, Wisconsin

My Commission Expires _____

_____ 20____.

BID – PROPOSAL #1
2025 Public Works Projects
Asphaltic Paving

Mark Envelope: "Proposal #1 - Asphaltic Paving"

Date: _____

Proposal of _____ (hereinafter called "Bidder") organized and existing under the laws of the State of _____, doing business as _____.

(a corporation, partnership, individual)

To: City of Baraboo
101 South Blvd
Baraboo, Wisconsin 53913
(hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for Asphaltic Paving for the 2025 Public Works Projects for the City of Baraboo, Wisconsin, having examined the specifications with related comments and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials, and supplies and equipment to complete the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below under the direction of and to the satisfaction of the Street Superintendent. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

The work under this Contract consists of the surfacing of any streets, alleys, or parking lots as may be indicated by the Street Superintendent at various times during 2025. The exact amount of materials to be used is unknown and the amounts shown in this Proposal are estimates for bid comparison only. The City reserves the right to use as little or as much as they may deem necessary and the Contractor will be paid only for the actual material used.

Bidder acknowledges receipt of the following addendum:

I (We) propose to perform the following described work at the following prices:

SCHEDULE OF PRICES

Asphaltic Paving

PROPOSAL 1 - ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT OF ITEM	UNIT PRICE	EXTENDED PRICE
3.5-inch asphaltic surface - streets (2 lifts)	2,000	SY		
2-inch asphaltic surface - alleys	2,000	SY		
3.5-inch asphaltic surface - alleys (2 lifts)	1,100	SY		
3-inch asphaltic surface - parking lots	2,500	SY		

SUB-TOTAL PROPOSAL #1: \$ _____

Total Bid in writing: _____

The above Proposal shall include all labor, materials, transportation, overhead, profit, insurance, etc. to cover the finished work.

In case of discrepancy, the amount shown in words will govern.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding, and that the Owner will accept the method of installation shown above most advantageous to the City.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal Contract attached within 10 days and deliver a Surety Bond as required by these Specifications.

The bid security attached in the sum of

_____ (Amount in writing)

(\$ _____)
(Amount in figures)

is to become the property of the Owner in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Contractor agrees to commence work within 30 days after receiving the Notice to Proceed and to diligently proceed to its completion.

Respectfully submitted,

(Contractor)

(SEAL) - if bid is by a
corporation

By: _____
(Name, Title)

(Business Address)

(City, State, Zip Code)

(Telephone)

BID PROPOSAL #2
2025 Public Works Projects
ASPHALT PAVEMENT MATERIALS

Mark Envelope: "Proposal #2 – Asphalt Pavement Materials"

Date _____

Proposal of _____ (hereinafter called "Bidder") organized and existing under the laws of the State of _____, doing business as _____.

(a corporation, partnership, individual)

To: City of Baraboo
101 South Blvd
Baraboo, Wisconsin 53913
(hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for furnishing Asphalt Pavement Materials for the 2025 Public Works Projects for the City of Baraboo, Wisconsin, having examined the specifications with related comments and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials, and supplies and equipment to complete the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

The work under this Contract consists of providing asphaltic pavement materials to be picked up by the City as may be directed by the Street Superintendent at various times during 2025.

The exact amount of materials to be used is unknown and the amounts shown in this Proposal are estimates for bid comparison only. The City reserves the right to use as little or as much as they may deem necessary and the Contractor will be paid only for the actual material used.

Bidder acknowledges receipt of the following addendum:

I (We) propose to perform the following described work at the following prices:

SCHEDULE OF PRICES
Asphalt Pavement Materials (Picked up by City)

ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT OF ITEM	UNIT PRICE	EXTENDED PRICE
Single aggregate asphaltic pavement material	800	Ton		

TOTAL BID PROPOSAL #2: \$ _____

Total Bid in writing: _____

The above Proposal shall include all labor, materials, transportation, overhead, profit, insurance, etc. to cover the finished work.

In case of discrepancy, the amount shown in words will govern.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding, and that the Owner will accept the method of installation shown above most advantageous to the City.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal Contract attached within 10 days and deliver a Surety Bond as required by these Specifications.

The bid security attached in the sum of

_____ (Amount in writing)

(\$ _____)
 (Amount in figures)

is to become the property of the Owner in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Contractor agrees to commence work within 30 days after receiving the Notice to Proceed and to diligently proceed to its completion.

Respectfully submitted,

(Contractor)

(SEAL) - if bid is by a
corporation

By: _____
(Name, Title)

(Business Address)

(City, State, Zip Code)

(Telephone)

BID PROPOSAL #3
2025 Public Works Projects
ASPHALT PAVEMENT PATCHING

Mark Envelope: "Proposal #3 – Asphalt Pavement Patching"

Date _____

Proposal of _____ (hereinafter called "Bidder") organized and existing under the laws of the State of _____, doing business as _____.

(a corporation, partnership, individual)

To: City of Baraboo
101 South Blvd
Baraboo, Wisconsin 53913
(hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for furnishing Asphalt Pavement Patching for the 2025 Public Works Projects for the City of Baraboo, Wisconsin, having examined the specifications with related comments and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials, and supplies and equipment to complete the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. All saw cutting and base preparation work will be performed by the City of Baraboo's Public Works Department. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

The work under this Contract consists of the asphaltic pavement patching of any streets, alleys or parking lots as may be directed by the Street Superintendent at various times during 2025.

The exact amount of materials to be used is unknown and the amounts shown in this Proposal are estimates for bid comparison only. The City reserves the right to use as little or as much as they may deem necessary and the Contractor will be paid only for the actual material used.

Bidder acknowledges receipt of the following addendum:

I (We) propose to perform the following described work at the following prices:

SCHEDULE OF PRICES
Asphalt Pavement Patching

ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT OF ITEM	UNIT PRICE	EXTENDED PRICE
Saw Cut Asphalt Pavement	0	L.F.	N/A	N/A
Prep base course	0	S.F.	N/A	N/A
3-inch Asphaltic Surface	9,000	S.F.		

TOTAL BID PROPOSAL #3: \$ _____

Total Bid in writing: _____

The above Proposal shall include all labor, materials, transportation, overhead, profit, insurance, etc. to cover the finished work.

In case of discrepancy, the amount shown in words will govern.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding, and that the Owner will accept the method of installation shown above most advantageous to the City.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal Contract attached within 10 days and deliver a Surety Bond as required by these Specifications.

The bid security attached in the sum of

(Amount in writing)

(\$ _____)

(Amount in figures)

is to become the property of the Owner in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Contractor agrees to commence work within 30 days after receiving the Notice to Proceed and to diligently proceed to its completion.

Respectfully submitted,

(Contractor)

(SEAL) - if bid is by a
corporation

By: _____
(Name, Title)

(Business Address)

(City, State, Zip Code)

(Telephone)

BID – PROPOSAL #4
2025 Public Works Projects
Miscellaneous Curb & Gutter and Sidewalk Replacement

Mark Envelope: "Proposal #4 Curb & Gutter and Sidewalk Replacement" Date: _____

Proposal of _____ (hereinafter called "Bidder") organized and existing under the laws of the State of _____, doing business as _____.

(a corporation, partnership, individual)

To: City of Baraboo
 101 South Blvd
 Baraboo, Wisconsin 53913)
 (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for the Miscellaneous Curb & Gutter and Sidewalk Replacement for the 2025 Public Works Project for the City of Baraboo, Wisconsin, having examined the specifications with related comments and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials, and supplies and equipment to complete the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

The work under this Contract consists of the replacement of concrete curb and gutter, sidewalk, and driveway aprons concentrated in the area shown on the attached map; however, there may be some other work at various locations elsewhere in the City. All removal and restoration work will be performed by the City of Baraboo's Public Works Department. The sidewalks to be replaced have been marked with white paint. The Contractor shall be responsible for any other removal and replacement in the spot repair areas including granular bedding.

The exact amount of materials to be used are unknown and the amounts shown in this Proposal represent an approximation of what the City hopes to complete in 2025. The City expects the Contractor to begin the project in June and work continuously until the project is complete and any mobilization costs shall be considered incidental to the project, accordingly. If the City requests additional work following completion of all the scheduled work, the Contractor will complete said additional work within three weeks of the City's request and the City will pay the Contractor for one additional mobilization per request. The City reserves the right to use as little or as much as they may deem necessary and the Contractor will be paid only for the actual material used.

Bidder acknowledges receipt of the following addendum:

I (We) propose to perform the following described work at the following prices:

SCHEDULE OF PRICES
Miscellaneous Curb and Gutter and Sidewalk Replacement

ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT OF ITEM	UNIT PRICE	EXTENDED PRICE
30-inch concrete curb & gutter	500	L.F.		
4-inch concrete sidewalk	6,700	S.F.		
6-inch concrete sidewalk	400	S.F.		
Mobilization	3	EA.		

TOTAL BID PROPOSAL #4: \$ _____

Total Bid in writing: _____

The above Proposal shall include all labor, materials, transportation, removal, overhead, profit, insurance, etc. to cover the finished work.

In case of discrepancy, the amount shown in words will govern.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding, and that the Owner will accept the method of installation shown above most advantageous to the City.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal Contract attached within 10 days and deliver a Surety Bond as required by these Specifications.

The bid security attached in the sum of

_____ (Amount in writing)
 (\$ _____)
 (Amount in figures)

is to become the property of the Owner in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Contractor agrees to commence work within 30 days after receiving the Notice to Proceed and to diligently proceed to its completion.

Respectfully submitted,

(Contractor)

(SEAL) - if bid is by a
corporation

By: _____
(Name, Title)

(Business Address)

(City, State, Zip Code)

(Telephone)

BID – PROPOSAL #5
2025 Public Works Projects
Crushed Aggregate Base Course

Mark Envelope: "Proposal #5 – Crushed Aggregate Base Course" Date: _____

Proposal of _____ (hereinafter called "Bidder") organized and existing under the laws of the State of _____, doing business as

_____.
(a corporation, partnership, individual)

To: City of Baraboo
 101 South Blvd
 Baraboo, Wisconsin 53913
 (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for provision of Crushed Aggregate Base Course for the 2025 Public Works Projects for the City of Baraboo, Wisconsin, having examined the specifications with related comments and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials, and supplies and equipment to complete the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below under the direction of and to the satisfaction of the Street Superintendent. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

The work under this Contract consists of providing crushed aggregate base course for pickup by the City throughout the 2025 construction season.

The exact amount of materials to be used is unknown and the amounts shown in this Proposal are estimates for bid comparison only. The City reserves the right to use as little or as much as they may deem necessary and the Contractor will be paid only for the actual material used.

Bidder acknowledges receipt of the following addendum:

I further agree and propose to furnish the following aggregate at the following prices:

Item 1: 500 TONS 3” BREAKER RUN

Picked up at quarry.....\$ _____ / Ton.....Total \$ _____

Item 2: 500 TONS 3/4” CRUSHED AGGREGATE BASE COURSE

Picked up at quarry.....\$ _____ / Ton.....Total \$ _____

The locations of the source of supply of the above bid items either by name or quarter section is as follows:

Item 1:

Item 2:

Product will be available on or before _____, 2025.

NOTE: Samples of materials as bid shall be furnished to the City only upon request by the City.

Total Bid in writing: _____

The above Proposal shall include all labor, materials, transportation, overhead, profit, insurance, etc. to cover the finished work.

In case of discrepancy, the amount shown in words will govern.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding, and that the Owner will accept the method of installation shown above most advantageous to the City.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal Contract attached within 10 days and deliver a Surety Bond as required by these Specifications.

The bid security attached in the sum of

(Amount in writing)
(\$ _____)
(Amount in figures)

is to become the property of the Owner in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Contractor agrees to commence work within 30 days after receiving the Notice to Proceed and to diligently proceed to its completion.

Respectfully submitted,

(Contractor)

(SEAL) - if bid is by a
corporation

By: _____
(Name, Title)

(Business Address)

(City, State, Zip Code)

(Telephone)

BID – PROPOSAL #6
2025 Public Works Projects
ASPHALT AND CONCRETE PAVEMENT CRUSHING

Mark Envelope: "Proposal #6 – Asphalt & Concrete Pavement Crushing" Date: _____

Proposal of _____ (hereinafter called "Bidder") organized and existing under the laws of the State of _____, doing business as _____.

(a corporation, partnership, individual)

To: City of Baraboo
 101 South Blvd
 Baraboo, Wisconsin 53913)
 (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for Asphalt and Concrete Pavement Crushing for the 2025 Public Works Project for the City of Baraboo, Wisconsin, having examined the specifications with related comments and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials, and supplies and equipment to complete the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

The work under this Contract consists of crushing the stockpiled asphalt and concrete materials at the City's stockpile site on Briar Street, as directed by the City Engineer or Street Superintendent. At the City's discretion, two different products will be produced: 3-inch minus breaker run and/or 1-1/4 crushed aggregate base course.

The exact amount of materials to be crushed is unknown and the amount shown in this Proposal is an estimate for bid comparison only. The City reserves the right to crush all or a portion of the stockpile as the budget may allow, and the Contractor will be paid only for the actual material crushed.

Bidder acknowledges receipt of the following addendum:

I (We) propose to perform the following described work at the following prices:

SCHEDULE OF PRICES
Asphalt and Concrete Pavement Crushing

ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT OF ITEM	UNIT PRICE	EXTENDED PRICE
Asphalt and Concrete Pavement Crushing	7,000	TON		

TOTAL BID PROPOSAL #6: \$ _____

Total Bid in writing: _____

The above Proposal shall include all labor, materials, transportation, removal, overhead, profit, insurance, etc. to cover the finished work.

In case of discrepancy, the amount shown in words will govern.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding, and that the Owner will accept the method of installation shown above most advantageous to the City.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal Contract attached within 10 days and deliver a Surety Bond as required by these Specifications.

The bid security attached in the sum of

_____ (Amount in writing)
(\$ _____) (Amount in figures)

is to become the property of the Owner in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Contractor agrees to commence work within 30 days after receiving the Notice to Proceed and to diligently proceed to its completion.

Respectfully submitted,

(Contractor)

(SEAL) - if bid is by a
corporation

By: _____
(Name, Title)

(Business Address)

(City, State, Zip Code)

(Telephone)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and _____ as
Surety, are hereby held and firmly bound unto CITY OF BARABOO, STATE OF WISCONSIN as
certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall
execute and deliver a Contract in the Form of Contract
attached hereto (properly completed in accordance with
said Bid) and shall furnish a bond for his faithful
performance of said Contract, and for the payment of all
persons performing labor or furnishing materials in
connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said
Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

Principal

Surety

By: _____

CONTRACT

THIS AGREEMENT, made this _____ day of March, 2025, by and between the City of Baraboo, acting herein through its Mayor, hereinafter called Owner, and _____, doing business as (a corporation) located in the (circle one) Town, Village, or City _____, County of _____ and State of Wisconsin, called Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

2025 Public Works Project – Proposal #

hereinafter called the Project, for the sum of: \$ _____

(Amount in writing)

and do all the extra work in connection therewith, under the terms as stated in the specifications; and at this (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, specifications and other printed or written explanatory matter thereof, and Contract Documents therefore as prepared by Thomas S. Pinion, P.E. Baraboo, Wisconsin, herein entitled the Engineer, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date specified in the Bid Proposal and to fully complete the project by _____.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in these Specifications of the Contract, and make payments on account thereof as provided in these Specifications.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

CONTRACTOR

CITY OF BARABOO

By: _____

By: _____

Rob Nelson, Mayor

(Corporate Seal)

(Corporate Seal)

Attest: _____

Attest: _____

Brenda Zeman, Clerk

Address for giving notices:

Address for giving notices:

101 South Blvd
Baraboo, Wisconsin 53913

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

CITY OF BARABOO
101 SOUTH BLVD
BARABOO, WISCONSIN

hereinafter called Owner, in the penal sum of _____
Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
Contract with the Owner, dated the _____ day of _____, 2025, a copy of which is
hereto attached and made a part hereof 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, 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 thereunder or the specifications accompanying the same shall in any way affect its obligation 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 in 3 counterparts, each one of which shall be deemed an original, this _____ day of _____, 2025.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

By _____
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

(Address)

NOTE: Date of any bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

SUMMARY OF WORK
2025 PUBLIC WORKS PROJECT

Proposal #1 – Asphaltic Paving

The work under this Contract consists of the surfacing of any streets, alleys, or parking lots as may be indicated by the Street Superintendent at various times during 2025.

Proposal #2 – Asphalt Pavement Materials

The work under this Contract consists of providing asphaltic pavement materials to be picked up by the City as may be directed by the Street Superintendent at various times during 2025.

Proposal #3 – Asphalt Pavement Patching

The work under this Contract consists of the asphaltic pavement patching of any streets, alleys or parking lots as may be directed by the Street Superintendent at various times during 2025. All saw cutting and base prep work be performed by the City of Baraboo's Public Works Department.

Proposal #4 – Miscellaneous Curb & Gutter and Sidewalk Replacement

The work under this Contract consists of the replacement of concrete curb and gutter, sidewalk, and driveway aprons concentrated in the area shown on the attached map; however, there may be some other work at various locations elsewhere in the City. All removal and restoration work will be performed by the City of Baraboo's Public Works Department. The sidewalks to be replaced have been marked with white paint. The Contractor shall be responsible for any other removal and replacement in the spot repair areas including granular bedding.

Proposal #5 – Crushed Aggregate Base Course

The work under this Contract consists of providing crushed aggregate base course for pickup by the City throughout the 2025 construction season.

Proposal # 6 – Asphalt and Concrete Pavement Crushing

The work under this Contract consists of crushing the stockpiled asphalt and concrete materials at the City stockpile site on Briar Street as directed by the Public Works Superintendent.

GENERAL SPECIFICATIONS

GENERAL CONDITIONS:

The Contract Documents consist of the Proposal, general specifications, detail specifications and agreement, each of which constitutes an integral part of the Contract.

In general, the work covered by these specifications and Contract consists of asphaltic pavement, pavement patching, installation of new sidewalk and curb and gutter and removal and replacement of existing curb and gutter and sidewalk and turf restoration on various streets in the City.

It is intended that these specifications and Contract shall cover the completion of the work to which they relate, and any other thing necessary to complete the intended construction shall be furnished by the Contractor at no additional cost to the Owner.

OWNER:

By the term Owner is meant the City of Baraboo, Wisconsin.

ENGINEER:

By the term Engineer is meant the City Engineer or the Street Superintendent engaged by the Owner, or his authorized representative.

CONTRACTOR:

Whenever the word Contractor is used herein, it shall be held to refer to the party or parties contracting to perform the work to be done under these specifications, or the legal representative of such party or parties.

SUBCONTRACTOR:

Any individual, firm, partnership or corporation, other than the Contractor, supplying labor and materials or labor for work at the site of the project and also including one who furnished material worked to a definite design in accordance with the Contract; but does not include one who merely furnished material not so worked.

WAGE SCALE:

Contractor shall be fully responsible for the payment of all state wage withholding requirements, payroll taxes or assessments, as to all employees of Contractor engaged in the performance of work or services under this Contract. Contractor agrees to provide Workers' Compensation insurance coverage for all of its employees as provided by law.

INDEPENDENT CONTRACTOR RELATIONSHIP:

Contractor acknowledges and agrees that it is an independent contractor of the City and that its business is independently owned and operated and that nothing in this agreement shall be interpreted to cause or result in, directly or indirectly, any principal/agent or employer/ employee relationship between Contractor, or any of its employees or agents, and the City. Further, nothing in this agreement shall in any way be construed as an agreement of partnership, general or limited, joint venture, or as an agency relationship whatsoever between the City and the Contractor. Contractor agrees not to represent or advertise in any way that its relationship with the City is other than as provided in this agreement.

EXPLANATIONS AND ADDENDA:

In the event a Bidder is in doubt as to the sure meaning of any part of the specifications, he shall submit to the Superintendent a request for interpretation thereof. Verbal or oral interpretations shall not be construed in any way amending the Contract Documents. Corrections or changes to the plans and specifications prior to the letting of the Contracts will be made by addenda issued to all bidders and shall become a part of the Contract.

SPECIFICATIONS:

The Contractor will be furnished with one set of specifications. If the Contractor does not understand the specifications or is in doubt as to their intention concerning any part of the work, he must satisfy himself concerning it by inquiry of the Engineer before bidding, for he will be held rigidly to the Engineer's interpretation of the specifications after the Contract is drawn. The specifications are intended as complete and should anything be omitted accidentally from them that is necessary to complete the work in accordance with the apparent intention of the Engineer, it shall be supplied by the Contractor at no extra cost to the Owner. No deviation from the specifications will be allowed except by written authority of the Engineer. Final application thereto shall be determined on the job as conditions may demand, and subject to the approval of the Engineer.

CONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required and such insurance has been approved by the Owner. The Contractor shall purchase and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as:

1. Insurance Services Office commercial general liability ("occurrence" form CG001, ed 11/88).
2. Insurance Services Office form #CA0001(ed.06/92) covering automobile liability, code 1 "any auto."
3. Workers' Compensation Insurance as required by the State of Wisconsin Statutes and Employers' Liability Insurance.

4. Contractor shall maintain no limits less than:
 - a. Commercial general liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
 - b. Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - c. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of Wisconsin Statutes and Employer Liability limits of \$100,000/\$300,000.
 - d. Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, the insurer shall neither reduce nor eliminate such deductibles or self-insured retentions as respects the City of Baraboo, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

5. The policies shall contain, or be endorsed to maintain, the following provisions:
 - a. Commercial general liability and automobile liability coverages.
 - (1) The City, its officers, employees, and volunteers are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the Contractor including the insured's general supervision of the Contractor; products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope or protection afforded to the City, its officers, officials, employees, or volunteers.
 - (2) The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
 - (3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, 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) 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.
- (6) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City.
- (7) Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insured to bind coverage on its behalf. The certificates and endorsements are to be on forms provided or approved by the City; for Workers' Compensation-related risks, only forms approved by the Insurance Commissioner are to be used. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- (8) Contractor shall include all sub-contractors as insureds under its policy or shall furnish separate certificates and endorsements for each sub-contract. All coverages for sub-contractors shall be subject to all the requirements stated herein.

INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold harmless the City, its officials, officers, commissions, agents, employees, and volunteers (Indemnities) from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, damages, losses, and expenses, including reasonable attorneys fees, of every kind and description, for personal or bodily injury or death and/or property damages brought, asserted, made, or recovered by any person(s) against said indemnities by reason of or arising out of any intentional, willful, or negligent act or omission of Contractor, or that of a sub-Contractor, or that of anyone employed by a Contractor or a sub-contractor, or any of their officers, employees, or agents, while engaged in or arising out of the performance of any work or services covered by this Contract.

MATERIAL AND LABOR:

The Contractor is to furnish, at his own cost and expense, all transportation, labor, material, apparatus, equipment and utensils needed for performing the work in the best possible and most expeditious manner according to the plans and specifications. He shall employ only competent foremen and experienced laborers, and shall discharge immediately whenever required by the Owner, any person considered by the Owner as incompetent or disposed to be disorderly and shall not again employ such person on the work.

SUPERVISION:

The Contractor shall keep on his work during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineer and the Owner. The superintendent shall represent the Contractor and all directions given him shall be binding as if given to the Contractor.

PERMITS, CODES AND ORDINANCES:

The laws and the location of the building site govern the construction under any Contract. All building codes of the State of Wisconsin and local laws or ordinances are hereby made a part of this Contract. The Contractor will be responsible for all permit and disposal fees other than those levied by the City. The City permit fee will be waived.

INSPECTION:

The material furnished and the work done may be inspected by the Engineer, 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 herewith. If the Contractor refuses or neglects to remove the work or material as above, when ordered, then the Owner shall have the right and the authority to stop the Contractor and his work at once and to supply men and materials at the cost and expense of the Contractor, such expense to be deducted from any money due or to become due to the Contractor from the Owner. The Owner shall have the right to reject at any time previous to the final settlement with the Contractor, any work or material which may be found faulty.

TIME and LIQUIDATED DAMAGES:

The successful bidder must sign the Contract for the work to be done and must begin work on or before the date set forth in the Proposal. He shall proceed with the work, prosecuting it with due diligence, from the date of beginning of the work to its final completion, which completion shall not be later than the date set forth in the Contract.

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Section 1.E. of the Special Provisions, plus any extensions thereof allowed by the Owner. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) **Contractor shall pay Owner \$300 for each calendar day that expires after the Completion date specified in Section 1.E. of the Special Provisions.**

INSTRUCTIONS:

The Contractor shall follow strictly and without delay all instructions and orders given by the Owner or Engineer in the performance of this work. In the event of the Contractor's absence, the foreman or superintendent shall be responsible.

RESPONSIBILITY:

The Contractor will have charge of and be responsible for the entire work embraced in this Contract until completed and accepted by the Owner, and until the Contractor is formally released from his obligations. He is required not to sublet his Contract without the written permission of the Owner, and upon the written recommendation of the Engineer, and must keep it under his control until completed and accepted. This action is not to be construed to prevent the Owner from entering upon the use of the whole or 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.

COOPERATION AND CO-RELATION OF WORK:

The Owner will vacate the area in which work is to be done as far as possible. The Contractor shall plan their work to cooperate with the Engineer and Owner to facilitate completion of the work without unnecessary delay and they shall give necessary instructions, information, etc., to the superintendent. The Contractor shall see that materials are delivered as needed and shall employ sufficient number of men at all times to carry on work in such a manner to avoid unnecessary delays to others.

CHANGE IN AMOUNT OF WORK, CHANGE ORDERS, EXTRA WORK:

The Owner reserves the right to increase or decrease the amount of work, or any part thereof, to the amount found necessary, or which will be found for the betterment of the work, either in whole or in part, provided the same shall not change the general character of the work. The Contract will be adjusted according to the increase or decrease by change orders. Any changes to be made after a Contract has been executed will be authorized only by means of Change Orders as follows: Orders will be issued by the Engineer and duly signed by the Owner and Contractor. Orders shall tabulate all changes and show additions or deductions to original Contract price. Changes made without authorization by Change Orders will not be recognized as amending the Contract. No extra work will be paid for or allowed unless the same was done by written order of the Owner. All claims for extra work must be made to the Owner in writing before the payment of the next succeeding estimate after the extra work shall have been done, and failing to do this, the Contractor shall be considered as having abandoned his claim.

DISAGREEMENTS:

Should any disagreements or differences arise as to the true meaning of the plans and specifications at any point, the decision of the Engineer shall be final, conclusive, and binding to all parties to the Contract.

DELAYS:

No charge made by the Contractor for any delays or hindrances from any cause during the progress of any portion of the work will be allowed. If the delay is caused by an act or neglect of the Owner, then the Contractor will be entitled to an extension of the time allowed for the completion of the work, sufficient as compensation for the delay, this to be determined by the Owner, provided the Contractor will give immediate notice in writing.

CLAIMS:

Before final settlement will be made, the Contractor must furnish the Owner with satisfactory evidence that all persons who have been employed upon this work, or who have furnished material for the work under this Contract, and who have been entitled to a lien, have been fully settled with and are no longer entitled to a lien. In case such evidence is not furnished, then the Owner may retain all money due to the Contractor and in possession of the Owner in such an amount as may be deemed necessary to meet all lawful claims due to the above-mentioned parties until such claims are fully discharged and evidence thereof furnished to the Owner.

CLEANING UP:

Before the work shall 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 Owner.

DAMAGES:

The Contractor will be required by the Owner to preserve the Owner harmless from all claims or damages from any and all causes whatever in connection with his work, or the Owner thereof, during the construction and until the same has accepted any part.

ABANDONMENT:

If the Contractor shall abandon his work under the Contract, or if at any time the Owner shall be of the opinion that the work or any part thereof is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions of this Contract, or executing the same in bad faith, then at the option of the Owner, the Contract may be declared null and void, the security may be forfeited and the materials delivered into the work shall be the property of the Owner. The Owner may then, at its option, proceed to complete the work either by days work or by Contract, and any and all damages and increases in costs of the work to the Owner will be deducted from the funds retained by the Owner and from any sum realized from the value of the material reverting to the Owner.

WEATHER:

During all unsuitable weather all work must stop when such work will be liable to be injured, and it must be suitably protected from such possible injury.

ACCEPTANCE:

The Owner will make a formal inspection of the work within thirty (30) days after the completion of the work. At this time, should any defects or imperfections appear in the whole or any part of the work, which are caused by or are due to any fault or negligence of the Contractor, the same shall be corrected before the work shall be accepted, otherwise the work will be accepted at this time.

LOCATION OF UNDERGROUND UTILITIES, STRUCTURES, ETC.:

The responsibility shall rest with the individual Contractor or subcontractor to acquaint himself with location of underground services, utilities, structures, etc., which may be encountered or affected by his work. The Owner and Engineer shall not be held responsible, or liable for damages, repairs, etc. The cost of any repairs or replacement is to be paid by the Contractor or subcontractor responsible.

LIEN LAW:

All provisions of the Wisconsin Statutes pertaining to liens shall be binding upon the Contractor.

WATCHMEN:

The Contractor will be held responsible for loss or injury to persons or property where his work is involved and he shall provide watchmen as required and take all precautionary measures he may deem necessary to protect his own interests. The Owner WILL NOT provide watchmen.

DEDUCTION FOR UNCORRECTED WORK:

If the Engineer and Owner deem it expedient to accept work injured or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the Contract price for unsatisfactory work.

PAYMENT OF CONTRACTOR:

Not later than the tenth day of each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the Contract. To ensure proper performance of the Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the Contract.

In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materials, men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his surety.

In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

FINAL PAYMENT:

The final payment shall come due after the completion of the Contract and acceptance by the Owner. Before the final payment is made, the Contractor shall show proof to the Owner that there are no outstanding bills or liens against him for work on the project covered by these specifications.

The final payment shall not relieve the Contractor of any responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. The Contractor hereby agrees to remedy and make good in the manner and time directed by the Engineer any defective workmanship or materials appearing within one year from the time of acceptance of the work by the Owner, providing such defects are not clearly due to the abuse or misuse by employees of the Owner, or the Owner, or other occupants of the project after their occupancy.

SAFETY MEASURES AND ACCIDENT PREVENTION:

Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not contravention of the applicable law of the Department of Industry, Labor and Human Relations.

BOND:

The Contractor shall furnish acceptable performance and payment bonds in the amount of one hundred percent (100%) of the Contract price. The City reserves the right to waive the bond requirement.

GENERAL GUARANTEE:

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

EQUAL EMPLOYMENT OPPORTUNITY:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the

applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or nation origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SPECIAL PROVISIONS

1. GENERAL

- A. Items and instruction as given in the *SPECIAL PROVISIONS* shall take precedence over information as given in the GENERAL SPECIFICATIONS.
- B. The State of Wisconsin, Department of Transportation, 2025 Standard Specifications for Highway and Structure Construction, (hereinafter referred to as ‘Standard Highway Specifications’) including all Supplemental Specifications, will be referenced in these specifications for work performed on this project. The DOT Specifications will govern for street and other applicable construction if a specific item is not covered in the Technical Specifications.

Wisconsin Department of Transportation
Central Office Construction, Room 601
P.O. Box 7916
Madison, WI 53707-7916

C. Contractor

The Contractor is responsible for the underground work and coordinating with all of the subcontractors, which he or she has contracted with for the work described in the Contract Documents.

D. Staking

Engineer will provide a one-time staking as necessary for each Proposal. The Contractor shall provide Engineer a 48-hour notice prior to the time the Contractor needs stakes. Any restaking needed due to Contractor negligence after the initial staking has been completed shall be charged to the Contractor on a time and materials basis.

E. Schedule

Proposal #1

Start construction.....	May 19, 2025
Final completion Proposal #1.....	September 30, 2025

Proposal #2

Start construction.....	May 05, 2025
Final completion Proposal #2.....	September 30, 2025

Proposal #3

Start construction.....	May 05, 2025
Final completion Proposal #3.....	September 30, 2025

Proposal #4

Start construction..... April 21, 2025
Final completion Proposal #4..... August 1, 2025

Proposal #5

Start construction..... May 19, 2025
Final completion Proposal #5..... September 30, 2025

Proposal #6

Start construction..... July 7, 2025
Final completion Proposal #6..... September 30, 2025

The City of Baraboo Public Works Department will act as the General Contractor for Proposal #1 & #4. It is the responsibility of the Contractors for these Proposals to work closely with the City to accomplish this work.

Proposals #3 & #4 include patch and repair at miscellaneous locations throughout the City of Baraboo. Work will be intermittent throughout the Contract period. City will notify Contractor when a significant quantity of work is available or when situations dictate that the work be completed quicker. Contractor shall be required to mobilize on-site for completion of work **within 10 working days** of notification by the City for Proposal #3 and **within 15 working days** of notification by the City for Proposal #4.

F. Inspection

Inspection will be on a part-time basis during construction and will be provided by the City of Baraboo. Contractor will be responsible for coordination with the Inspector.

G. Pre-construction Meeting

Before construction can start, a meeting with the Contractor, Owner, the City of Baraboo and any affected Utilities will be held to familiarize all parties with the project and schedule.

2. SAWCUT

A. Description

Where shown on the plans, a saw cut shall be made to provide a butt joint for any new asphalt pavement.

B. Construction Methods

The saw cut shall be straight and for the full depth of the pavement. The sawing operations shall be performed so that the surface to remain is generally vertical for its full depth.

C. Method of Measurement

Sawing Existing Pavement will be measured by the linear foot of completed and accepted work. Overcuts beyond limits shown on the plans will not be measured for payment.

D. Basis of Payment

This item will be paid for at the Contract unit price per lineal foot for sawing existing pavement full depth, which price shall be payment for all sawcuts, for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

3. TREE BANK RESTORATION

A. Description

This work shall consist of placing salvaged topsoil and restoring tree banks with seed, fertilizer and mulch.

B. Materials

Materials for restoration shall conform to the following requirements:

- 1) Topsoil to be placed over disturbed area to a minimum thickness of 4".
- 2) Seeding shall be Madison Parks Seed Mixture.
- 3) Fertilizer shall conform to the requirements of DOT Type A.
- 4) Mulch shall conform to Section 627 of the Standard Highway Specifications.

C. Construction

All disturbed areas are to be completely restored as soon as practical but in no case later than two (2) weeks after forms have been stripped.

D. Basis of Payment

For Proposal #4, the price bid for concrete sidewalk or curb and gutter shall include the associated backfilling, topsoil, and turf restoration (seed, fertilizer, & mulch).

4. EXCAVATION

A. Description

This work shall consist of all excavation required for the project. All removed curb & gutter, sidewalk, and asphalt pavement shall be hauled to the City's former shop area south of 407 Briar Street and stockpiled for future crushing. All other excavated materials will become the property of the Contractor and disposal of this material shall be the responsibility of the Contractor.

B. Basis of Payment

Excavation shall be included in the price for associated work.

5. CONCRETE CURB & GUTTER

A. Excavation

All finished grading for new curb and gutter or sidewalks in Proposal #4 shall be done by the Contractor. The Contractor shall make the subgrade suitable to receive the forms for the work. Where unsuitable subgrade materials are present, the Contractor shall notify Owner, who will supply suitable material to the Contractor for its replacement.

B. Backfilling and Restoring Worksite

The Contractor for Proposal #4 shall backfill all of the curb & gutter and sidewalk construction. **The Contractor shall furnish suitable backfill and topsoil** and shall leave all portions of tree banks or walk areas that have been disturbed in an acceptable condition. No tree bank shall have a slope greater than 4:1 unless otherwise approved by the Engineer in writing. The top 4" of all backfill shall be suitable for seeding and shall not contain any gravel or lumps in excess of ½" in diameter. All backfilling shall be properly tamped in layers not more than 4" in depth. The Contractor shall then fertilize, seed, and mulch all disturbed areas with a good grade seed. The work shall be completed in a neat and workmanlike manner. All disturbed areas are to be completely restored as soon as practical but in no case later than two (2) weeks after forms have been stripped.

C. Concrete

The Contractor shall use ready mixed concrete unless otherwise authorized. The ready mixed concrete shall be air-entrained concrete and shall conform to the current specification of the Wisconsin State Highway Specifications for ready mixed concrete. Composition of the concrete shall be class "AA" having a 28-day compressive strength of at least **4,000 psi**. The concrete shall have a theoretical cement factor of 1.5 bbls per cubic yard. Coarse aggregate shall be from one inch down. The concrete at the time of delivery shall be uniform in composition with the required air content. The consistency shall be such that a workable mix is obtained for the purposes intended and shall be approved by the Engineer. Fine and coarse aggregate shall conform to current State Highway Specifications with the coarse aggregate being size No. 1, Series No. 1. The ready mixed concrete shall be delivered to the site of the work and discharged from the transporting vehicle within one hour after the introduction of the mixing water to the cement and aggregates. Any deviation from the Wisconsin State Highway Specifications must be approved by the Engineer in writing.

A cubic yard of concrete shall consist of approximately one and one-half bbls. cement, 1350 pounds sand, and 1800 pounds gravel with maximum of 27 gallons of water, or a mix of 1:2:3 1/2. Time of mix shall be one minute. Any deviation shall first be approved by the City Engineer.

D. Materials

The materials furnished and used in the work shall conform to the requirements of State of Wisconsin Highway Specifications. Specific reference is made to the following:

Concrete Masonry.....Section 501
Joint Filler & Sealer.....Section 415.2
Reinforcement.....Section 505

E. Equipment

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended, and any equipment which is not maintained in full working order, or which as used by the Contractor is proven inadequate to obtain results prescribed, shall be repaired, improved, replaced, or supplemented to obtain the progress and workmanship contemplated by the Contract.

F. Preparation of Subgrade

The finished subgrade shall be prepared by excavating to the lines, grades, and cross section as shown on the plans and according to the grade sheets provided by the Engineer or his representative. The subgrade shall be thoroughly moistened immediately before the concrete is placed. Subgrade shall be thoroughly compacted before placement of concrete. Where sand or gravel is required for subgrade, the City will furnish the material and the Contractor shall put in place.

G. Forms

The Contractor shall furnish all forms. Forms shall be of wood or metal depending upon the section to be used. Forms shall be straight and of sufficient strength to resist springing, tipping, or other displacement during the process of depositing and consolidating the concrete. If of wood, forms shall be surfaced plank of at least 2" nominal thickness stock except for sharply curved sections, and if of metal they shall be of the approved section. The forms shall be used the full depth of the required curb, gutter, or combination curb & gutter sections unless otherwise approved by the Engineer and shall be securely fastened in place. Facing boards, if used, shall be so constructed and shaped that their lower edge conforms to the lines and radius indicated by the cross-section for the pertinent structure. All forms shall be cleaned thoroughly and oiled before the concrete is placed against them.

H. Placing Concrete

No concrete shall be poured when temperature is 40 degrees F or lower. No chloride will be allowed in concrete.

The concrete shall be deposited to the proper depth, thoroughly consolidated, spaded against the forms, and struck off and finished to the required section. Steel separators of a section conforming to the true contour of the curb face shall be placed so that no monolithic section of curb, gutter, or combination of curb and gutter shall be less than five feet, nor greater than 10 feet in length. Separators shall be removed as soon as practicable after the concrete has been struck off and set sufficiently to preserve the width and shape of the joint. After separator plates have been removed, the joints so formed shall be rounded with the edges of inch radius.

The Contractor may, with the approval of the Engineer, elect to use a machine in placing, forming and consolidating curb and gutter in accordance with State Highway Specifications Section 601.

I. Reinforcing

The City Engineer shall be notified of any known construction ditch being crossed. At such points, reinforcing bars will be placed in the curb and gutter, said reinforcing bars shall be furnished by the City and placed by the Contractor.

J. Finishing

The face surfaces of the curb, gutter, or combination of curb and gutter shall be thoroughly troweled and brushed. Unless otherwise provided, the back edge of the curbs, the edge of the gutter adjacent to the pavement, and the edges adjacent to expansion joints shall be rounded with an edger of a one-inch radius. Any honeycombed areas occurring along forms on backs of curbs or edges of gutters shall be pointed with mortar.

K. Expansion Joints

Expansion joints shall be placed in the curb, gutter, or combination curb and gutter at the beginning of each new pour, between the set concrete and the new concrete, and at the point where the tangent and radial curb and gutter meet, or at such other places as may be required. Joints shall be set at right angles to the face and top of curb and at right angles to the flow line of the gutter. Expansion joints shall be 3/4" minimum. The maximum spacing of expansion joints shall be 300 feet (State Highway Specifications 601.4.5).

L. Protection and Curing

As soon after the finishing of the surface of the concrete work as face water has disappeared, the concrete shall be protected by the impervious coating method in

accordance with State Highway Specifications 415 using M148, Type 2, white pigmented liquid curing compound meeting the requirements of AASHTO specifications. The compound shall be applied in accordance with the manufacturer's requirement and directions. Any other form of curing must first be approved by the Engineer in writing.

M. Handicap Ramp

Handicap ramps shall be placed at all intersections or as required by the City Engineer. Ramp (truncated dome) insets shall be provided by the City and installed by the Contractor for Proposal #4.

N. Method of Measurement

Curb, gutter, or combination curb and gutter as completed in accordance with the terms of this Contract will be measured and paid by the linear foot as measured along the base of the curb face or along the flow line of the gutter, and such measurement shall be continuous along such line.

O. Replacement of Defective Curb

Any curb or gutter which becomes defective or out of alignment due to faulty materials or settlement due to improper compaction within one (1) year after construction, shall be replaced by the Contractor at no additional cost to the City. Faulty materials include concrete with insufficient cement, omission or air-entraining additive, or excessive use of water.

6. CONCRETE SIDEWALKS

A. Concrete

The material and concrete requirements shall be the same as for curb and gutter work.

B. Preparation of Subgrade

The subgrade shall be formed by cutting or filling to the required elevation of the bottom of the concrete according to the grades established by the Engineer. In cuts, the subgrade shall be made sufficiently wide to permit placing of forms. In fill areas, the width filled shall be at least 12 inches wider than the sidewalk. If materials are unsuitable, the Contractor shall prepare the subgrade as required under the curb and gutter requirements. Subgrade shall be thoroughly tamped before placing concrete.

C. Forms

Forms shall be of wood or metal and shall be straight and of sufficient strength to resist springing, tipping, or other displacement during the process of depositing and consolidating the concrete. If of wood, the forms shall be surfaced plank of at

least 2" nominal thickness except for sharply curved sections. If of metal, the forms shall be of approved section and shall have a flat surface on top. The forms shall be of a depth equal to the depth of sidewalk or slab. They shall be securely staked, braced, and held firmly to the required line and grade, and shall be sufficiently tight to prevent leakage of concrete. All forms shall be cleaned thoroughly and oiled before the concrete is placed against them.

D. Placing and Finishing Concrete

The subgrade and forms shall have been checked and approved by the Engineer or his representative before the concrete is placed. The concrete shall be placed on a moist subgrade, deposited to the proper depth, and consolidated and spaded sufficiently to bring the mortar to the surface, and after which it shall be struck off and floated with a wooden float. Before the mortar has set, the surface shall be steel troweled and brushed. Before the concrete is given the final surface finish, the surface of the walk shall be checked with a 10-foot straightedge, and any areas which show a variation of departure from the testing edge of more than 1/4 inch shall be corrected by adding or removing concrete as necessary. No concrete shall be poured when temperature is 40 degrees F or lower. No chloride will be allowed in concrete.

E. Reinforcement

If reinforcement is required by the Engineer, it shall be placed as necessary. Any such reinforcing bars shall be furnished by the City and placed by the Contractor.

F. Joints

For sidewalk of uniform width, transverse joints shall be constructed at right angles to the centerline of the sidewalk and longitudinal joints shall be constructed parallel to the centerline of the walk unless otherwise instructed. For sidewalks of variable or tapering widths, the transverse and longitudinal joints shall be at right angles to each other in so far as feasible and the joints shall be constructed as laid out in the field by the Engineer.

One-half inch transverse "prefabricated Type Expansion Joints" shall be provided by the Contractor and placed through the sidewalk at uniform intervals of not more than 450 feet. Expansion joints shall also be placed between the sidewalk and the back of any abutting curb or gutter, between the sidewalk and buildings or other rigid structures, and between new sidewalk and existing sidewalk.

No joint shall deviate more than five (5) degrees from a position perpendicular to the surface of the finished sidewalk, nor shall the axis of any joint deviate more than one-half inch either way from a straight line.

Sidewalks constructed adjacent to existing walks shall have transverse joints placed in line with existing transverse joints.

Insofar as feasible, the sidewalk shall be divided into equal squares of not more than approximately 30 square feet nor less than 15 square feet in area.

The concrete at the faces of all joints shall be thoroughly spaded and compacted to fill the voids and the surface shall be finished smooth and true to grade in a manner as hereinbefore provided. The edges of the sidewalk along forms, joints, or slab division forms shall be rounded with an edger of one-fourth inch radius.

G. Curing and Protection

Concrete sidewalk shall be cured by the impervious coating method as specified under curb and gutter. Any other form of curing must first be approved by the Engineer in writing.

H. Backfilling and Restoring Work Site

Where the sidewalk does not abut curb, gutter, pavement, or other structures, and after the concrete in such sidewalk has been cured and the forms removed, the spaces along the sides shall be backfilled with satisfactory topsoil and thoroughly compacted. The backfill shall conform to the adjacent grounds unless otherwise authorized by the Engineer. The Contractor shall dispose of surplus excavation and shall leave the site in a neat and workmanlike condition. Backfill shall be done within three (3) working days after the forms are removed unless otherwise directed by the Engineer. All disturbed areas are to be completely restored as soon as practical but in no case later than two (2) weeks after forms have been stripped.

I. Steps

When construction of steps is included in the project, they shall be built at the locations required in accordance with the design, dimensions, and details shown on the plans or as directed by the Engineer. Those steps constructed according to shown plans shall be paid at cost per step. Those steps constructed substantially different from the plans shall be paid on the cost basis as determined elsewhere in these specifications.

J. Concrete Driveway Slabs

Concrete driveway slabs shall be six (6) inches thick and shall be constructed as, and/or where directed by the Engineer or his representative or the Committee. Materials, construction, and protection shall be the same as specified for curb & gutter.

K. Repair or Replacement of Existing Sidewalk or Curb and Gutter

When the project requires the placement of existing sidewalk or curb and gutter, the specifications theretofore mentioned for new construction shall govern.

L. Replacement of Defective Sidewalk

Any slab which becomes defective or out of alignment due to faulty materials or settlement due to improper compaction within one (1) year after construction shall be replaced by the Contractor at no additional cost to the City. Faulty materials include concrete with insufficient cement, omission of air-entraining additive, or excessive use of water.

M. Satisfactory Soil

Satisfactory soil is soil capable of growing grass and is soil free of lumps, stones, sod and other debris that hinders the workmanship of placing the backfill to a neat condition. Sod dug up during the removal of the old slab is not considered satisfactory soil.

N. Method of Measurement and Payment

Concrete sidewalk shall be measured and paid for at the unit price bid per square foot of 4" thick or 6" thick concrete sidewalk. Concrete driveway aprons shall be paid for as 6" thick concrete sidewalk. In the spot replacement areas of the project the bid for concrete sidewalk, remove and replace shall include all costs associated with the removal and hauling to the City shop area of all existing concrete and the grading, base and replacement of the concrete sidewalk and turf restoration.

7. ASPHALTIC PAVING

A. These specifications are for the City of Baraboo single aggregate bituminous surface material requirements for 2025 and it is intended that the Contract so let will be in effect for approximately one year. The quantities purchased may be more or less. It is intended that the work be done at the convenience of the City of Baraboo when and where needed both for surface laid material and patch material. The Contract may be extended six (6) months at a mutual agreement between the Contractor and the City.

B. All work shall be done in a workmanlike manner with materials of a good quality and shall comply with the requirements of the most recent Wisconsin Department of Transportation Standard Specifications for Road and Bridge Construction, these specifications, and any modifications of the City Engineer.

C. The materials furnished shall be of a kind, type and quality that will meet the bituminous specifications of the Wisconsin Department of Transportation Standard Specifications for Road and Bridge Construction. At the City request, the Contractor shall submit such material before shipment to the usual method and procedure of testing and approval as carried on by the said Highway Commission. If tests are requested by the City, no material will be accepted until the tests have been completed and the material found to meet all requirements. If such tests are

made, the City of Baraboo will pay the laboratory costs of the tests. The Contractor shall be notified in writing by the Street Superintendent if any test is required. Grade shall be designated before application.

- D. As required by the Street Superintendent, it is intended that the Contractor correct for sags, depressions or variations in crown in the existing pavement where necessary to produce satisfactory riding qualities in the finished surface. Such corrective work shall be accomplished by placing wedge or filler courses of bituminous material in locations and to the extent indicated by the Engineer in the field. The courses may be placed by hand, blade grader or mechanical spreader methods, but shall in any case be feathered out as required to become coplanar with the contiguous area and thoroughly rolled to maximum density. Material for this purpose shall be the same as for the surface course.
- E. Where new shoulders are to be constructed on the streets as an improvement, a 2-inch sub-mat shall first be laid on said shoulder. Any street to be paved shall be corrected for sags and depressions and a 3½-inch mat shall be laid the entire width of the street from concrete gutter to concrete gutter unless otherwise specified by the Street Superintendent.
- F. It is intended that all work be performed with Sections 450 and 460 of the standard specifications and any amendments therein included.
- G. Asphaltic concrete pavement shall be Type 3MT 58-28S.
- H. If the plant used by the Contractor does not technically meet State Specifications, it must be approved by the City Engineer before material will be accepted by the City. The material mixture must meet specifications.
- I. A formal inspection of the work will be made by the City within twenty working days after the completion of each project. At this time, should any defects or imperfections appear in the whole or in any part of the work, which are caused by or are due to any fault or negligence of the Contractor, the same shall be corrected before the work is approved. Otherwise, the work will be accepted at this time.
- J. Only one payment will be made for each project undertaken. Such payment will be based on the actual quantities used in the construction and at the prices set forth in the Proposal. Such payment will be made within fifteen days after final acceptance by the Council.
- K. Weigh tickets shall be submitted with each pay request and shall show the street, or alley segment on which the material was placed.
- L. In the event the successful bidder is unable to furnish the material when required, the City reserves the right to negotiate the purchase from other sources the necessary amounts of material needed.

- M. Each bidder will submit with this Proposal a description of his plant and equipment, giving the location of the same. The plant used must be approved by the Street Superintendent. Any statements showing the bidder's qualifications may be included.

8. CRUSHED AGGREGATE BASE COURSE

- A. Breaker Run shall comply with Section 311 of the State of Wisconsin Department of Transportation Standard Specifications and shall be free of organic matter, shale, metal, and lumps of clay.
- B. Crushed Aggregate Base Course shall comply with Section 305 of the State of Wisconsin Department of Transportation Standard Specifications and shall be free of organic matter, shale, metal, and lumps of clay.
- C. The Contractor for Proposal #6 shall crush the stockpiled concrete to produce a breaker run material with 100% passing a 3-inch sieve.
- D. The Contractor for Proposal #6 shall blend the stockpiled concrete (40%) with stockpiled asphalt (60%) and crush the material to produce a base course material with 100% passing a 1 1/4-inch sieve.