

**PROJECT 2014-72-03**  
**CTH V ROCKY RUN BRIDGE**  
**TOWN OF CARY – TOWN OF ROCK**  
**CTH V**  
**WOOD COUNTY, WISCONSIN**

**PREPARED BY:**

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Wood County Highway  
Department  
555 17<sup>th</sup> Avenue North  
Wisconsin Rapids, WI  
54495  
Office: (715) 421-8875  
Fax: (715) 421-8874

**DESIGNED BY**

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OMNNI Associates  
One Systems Drive  
Appleton, WI 54914  
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## Table of Contents

Article	Description	Page #
	ADVERTISEMENT FOR BIDS.....	4
	INSTRUCTIONS TO BIDDERS.....	5
	PROPOSAL REQUIREMENTS AND CONDITIONS.....	6
	PROPOSAL FOR ROAD CONSTRUCTION.....	7
	PAYMENT BOND (sample) .....	8
	PERFORMANCE BOND (sample) .....	9
	CONTRACT FOR ROAD CONSTRUCTION.....	10
1.	DESCRIPTION OF THE WORK. ....	10
2.	PRELIMINARY SUBMITTALS; NOTICE TO PROCEED.....	10
3.	PERFORMANCE; SAFETY.....	10
4.	COMPLETION DATE.....	10
5.	PAYMENT FOR THE WORK. ....	11
6.	LIQUIDATED DAMAGES.....	11
7.	DELAY.....	11
8.	SUSPENSION OF THE WORK. ....	11
9.	CHANGES IN WORK. ....	11
10.	TERMINATION FOR DEFAULT. ....	11
11.	TERMINATION FOR CONVENIENCE. ....	11
12.	N/A .....	12
13.	QUALIFICATIONS. ....	12
14.	N/A .....	12
15.	N/A .....	12
16.	N/A .....	12
17.	REMOVAL OF EMPLOYEES.....	12
18.	LIST OF PARTIES EXCLUDED.....	12
19.	INSURANCE. ....	12
20.	BONDING.....	13
21.	EXCLUSION OF CONSEQUENTIAL DAMAGES.....	13
22.	WARRANTY.....	13
23.	RECORDS, MONITORING AND REPORTING. ....	13
24.	N/A .....	13
25.	N/A .....	13
26.	COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAW.....	13
27.	DISPUTES.....	13
28.	NOTICE.....	14
29.	RELATIONSHIP OF PARTIES.....	14
30.	N/A .....	14
31.	INDEMNIFICATION. ....	14
32.	N/A .....	14
33.	N/A .....	14
34.	CHOICE OF LAW.....	14
35.	N/A .....	14

36.	N/A .....	14
37.	SUCCESSORS AND ASSIGNMENTS.....	14
38.	FORCE MAJEURE.....	14
39.	SEVERABILITY.....	15
40.	AUTHORITY.....	15
41.	ENTIRE AGREEMENT; AMENDMENT.....	15
42.	COUNTERPARTS.....	15
	NOTICE OF AWARD .....	16
	CHANGE ORDER.....	17
	NOTICE TO PROCEED.....	18
	LIST OF SUBCONTRACTORS .....	19
	SCHEDULE OF PRICES .....	20
	SPECIAL PROVISIONS .....	25
1.	General.....	25
2.	Prosecution and Progress.....	25
3.	Traffic.....	25
4.	Schedule.....	26
5.	Liquidated Damages.....	26
6.	Utilities.....	26
7.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.....	26
8.	Environmental Protection, Dewatering.....	26
9.	Environmental Protection, Aquatic Exotic Species Control.....	27
10.	Construction Over or Adjacent to Navigable Waters.....	28
11.	Erosion Control Structures.....	28
12.	Removing Old Structure Over Waterway With Minimal Debris Station Station 10+00, Item 203.0600.S. 28	
13.	Removing Asphaltic Surface.....	29

## **ADVERTISEMENT FOR BIDS**

### **PROJECT 2014-72-03** **CTH V ROCKY RUN BRIDGE** **TOWN OF CARY – TOWN OF ROCK** **CTH V** **WOOD COUNTY, WISCONSIN**

Plans and Specifications for the Wood County Highway V Bridge Project are available in the office of the Wood County Highway Department, 555 17<sup>th</sup> Avenue North, Wisconsin Rapids, WI 54495 for a nonrefundable fee of \$20.00 per set or \$10.00 for a CD with PDF files, or bidders may obtain a copy from the Wood County web site <http://www.co.wood.wi.us/Departments/Highway/> .

#### **PREQUALIFICATION OF BIDDERS**

BIDDER may be asked to submit evidence of BIDDER's qualifications to do this type of work in the state of Wisconsin prior to the award of the contract. Bids will not be accepted from any BIDDER listed on the State of Wisconsin Disapproved, Suspended, and Debarred Contractors list or the Federal Excluded Parties List.

#### **SUBMITTAL OF BIDS**

Bidders shall submit bids in a separate sealed envelope for the contract to the Wood County Highway Department, 555 17<sup>th</sup> Avenue, Wisconsin Rapids, Wisconsin 54495. Bids will be received during regular office hours until 10:00 AM local time, Wednesday, June 4, 2014.

The bids will be opened following the closing of the bidding at 10:00 AM local time, Wednesday, June 4, 2014 at Wood County Highway Department, 555 17<sup>th</sup> Avenue, Wisconsin Rapids, Wisconsin 54495.

#### **PROPOSAL AND CONTRACT AGREEMENTS**

No bid shall be considered unless accompanied by the Proposal Agreement fully executed by the bidder. The bidder that is awarded the contract agrees to execute the contract agreement within five (5) days after the Notice of Award, begin work no later than five (5) days after written Notice to Proceed, and complete all work included under the terms of the contract in the allotted time.

By order of the Wood County Highway Department  
Doug Passineau, Commissioner  
555 17<sup>th</sup> Avenue North  
Wisconsin Rapids, WI 54495

## **INSTRUCTIONS TO BIDDERS**

### **PROJECT 2014-72-03 CTH V ROCKY RUN BRIDGE TOWN OF CARY – TOWN OF ROCK CTH V WOOD COUNTY, WISCONSIN**

#### **PREPARATION OF BID**

Each bid must be submitted on the prescribed form to be considered. All blank spaces for bid prices on the "Schedule of Prices" sheets must be completed, in ink or typewritten, where provided. In case of any discrepancy between the "unit bid price" and the "amount bid", the "unit bid price" shall govern.

The full name and business address of each bidder must be entered on the proposal submitted. The proposal shall be signed in the space provided by written signature of the person or persons properly authorized to sign it. All signatures shall be properly notarized in the space provided.

All proposals containing bids and required bidding documents shall be placed in a sealed envelope addressed to: Wood County Highway Department, 555 17<sup>th</sup> Avenue, Wisconsin Rapids, Wisconsin 54495, with the bidder's name and address, project and date of the bid opening plainly written on the envelope containing the bid.

A Bid Bond in the amount of 5% of the contract is required for this project and shall be submitted with the Contract Proposal.

Sealed bids for the contract will be received by the Wood County Highway Department until 10:00 AM local time, Wednesday, June 4, 2014, at the Wood County Highway Department, 555 17<sup>th</sup> Avenue, Wisconsin Rapids, Wisconsin 54495, at which time all bids will be closed and publicly opened and read aloud.

The bidder that is awarded the contract agrees to execute the Contract Agreement and shall also agree to perform all work under the terms of this contract in the allotted time. The successful bidder will be required to provide a performance and payment bond equal to 100% of the project costs at the time of Contract Agreement execution.

Any questions may be directed to the Engineer: Mr. Roland Hawk, P.E., Wood County Highway., (715) 421-8875.

Wood County reserves the right to reject any and all bids or accept the lowest responsible bid that it deems to be in the best interest of Wood County.

## **PROPOSAL REQUIREMENTS AND CONDITIONS**

### **PROJECT 2014-72-03 CTH V ROCKY RUN BRIDGE TOWN OF CARY – TOWN OF ROCK CTH V WOOD COUNTY, WISCONSIN**

The bidder, signing and submitting this proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

The bidder declares that he has carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder declares that he understands that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid in the attached schedule, and to accept such amounts in full payment of said work.

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

The bidder, if awarded the contract, agrees to begin the work not later than five (5) days after the date of written notification from the owner to do so, approximately Monday June 16, 2014.

The bidder declares that if he is awarded the contract, he will execute the contract agreement and begin and complete the work within the time named herein. The bidder, if awarded the contract, shall further be responsible for any damages to property or injury to persons occurring through his own negligence or that of his employees or agents, incident to the performance of work under this contract.

**PROPOSAL FOR ROAD CONSTRUCTION**

**PROJECT 2014-72-03  
CTH V ROCKY RUN BRIDGE  
TOWN OF CARY – TOWN OF ROCK  
CTH V  
WOOD COUNTY, WISCONSIN**

This Proposal, submitted by the undersigned bidder to Wood County, in accordance with the advertisement inviting proposals, which will be received until 10:00 AM, Wednesday, June 4, 2014, local time, all work for the improvement of the project designated, "PROJECT 2014-72-03, CTH V ROCKY RUN BRIDGE, TOWN OF CARY – TOWN OF ROCK, CTH V, WOOD COUNTY, WISCONSIN," in accordance with the appended Proposal Requirements and Conditions.

AFFIDAVIT:  
STATE OF Wisconsin  
COUNTY OF

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of

\_\_\_\_\_.

Sole Trader  Partnership  Joint Venture  Corporation

and that the said bidder has examined and carefully prepared his bid from the plans and specifications and has checked the same in detail before submitting said proposal or bid; and that the said bidder or his agents, officer, or employees have not, either directly/indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

\_\_\_\_\_ Title \_\_\_\_\_  
BIDDER MUST SIGN ON THIS LINE

\_\_\_\_\_  
Type/Print Signature on this Line

Subscribed and sworn to before me this day.

\_\_\_\_\_ Date \_\_\_\_\_ County

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_.

## PAYMENT BOND (sample)

Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

### CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

#### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

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

Name and Title:

#### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

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

Name and Title:

(Attach Power of Attorney)

#### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

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

Name and Title:

#### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

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

Name and Title:

# PERFORMANCE BOND (sample)

Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

**CONTRACT**

Date:

Amount:

Description (Name and Location):

**BOND**

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

# CONTRACT FOR ROAD CONSTRUCTION

**PROJECT 2014-72-03**  
**CTH V ROCKY RUN BRIDGE**  
**TOWN OF CARY – TOWN OF ROCK**  
**CTH V**  
**WOOD COUNTY, WISCONSIN**

**THIS AGREEMENT (the “Contract”) is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Wood County Highway Department (“Client”) and \_\_\_\_\_ (“Contractor”) for the construction of road and bridge project activities on Wood County Highway V (Project ID No. 2014-72-03).**

**NOW, THEREFORE, the parties agree as follows:**

**1. DESCRIPTION OF THE WORK.**

Work under this contract shall consist of remove existing structure over Rocky Run, remove approach pavement as described in special provision, construct a new single span flat slab bridge per plan, construct new roadway slopes, shoulders, beam guard, pavement structure, perform all necessary erosion control, and roadway finishing items per plan, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

**2. PRELIMINARY SUBMITTALS; NOTICE TO PROCEED.**

Prior to the commencement of any work hereunder and the issuance of the Notice to Proceed, Contractor shall prepare and submit to Client such schedules, plans and other documents as may be needed by Client in order to satisfy its obligations under the Contract, including but not limited to a progress schedule, safety plan, accident prevention plan and subcontractor plan.

**3. PERFORMANCE; SAFETY.**

Contractor shall perform the Work in a diligent, efficient and skillful manner. Contractor's Work shall not interfere with, hinder or delay other work on the Project. In the event Contractor delays the progress of any other work on the Project, Contractor shall take prompt corrective action, without additional compensation, and shall be liable to and reimburse Client for all damages resulting from such delay. Contractor shall be solely responsible for protection of its Work and for loss or damage to materials, tools, equipment, or other property, owned, rented or used by Contractor in performance of the Work. If performance of the Work depends upon performance of other work, Contractor shall carefully examine all related work, determine whether it is suitable for performance of the Work, report immediately any unsuitable conditions to Client in writing, and allow Client reasonable time to have such unsuitable conditions remedied. Unless Contractor reports such unsuitable conditions, Contractor shall be deemed to have accepted related work as adequate for completion of the Work. Contractor shall carry out the Work in a safe manner, and shall comply with all safety measures initiated by Contractor or required by the Contract, and all applicable laws, codes, ordinances, rules, regulations and orders of any public authority for the safety of persons or property. Contractor shall be solely responsible for protection of the safety of its employees.

**4. COMPLETION DATE.**

The Work shall be completed by 5:00 PM, FRIDAY, AUGUST 8, 2014.. Time is of the essence for the performance of the Work.

5. PAYMENT FOR THE WORK.

In exchange for the Contractor's performance of the Work, Client will pay Contractor the total firm-fixed price amount of \$\_\_\_\_\_.

All funds are subject to availability from the Client. Final payment will be issued only upon satisfactory completion of the Work and all other obligations due under this Contract. Client will have no liability for payment for any work performed by Contractor that is not covered in this Contract or that is not approved in writing by Client. Notwithstanding any other provisions of this Contract, failure of Contractor to submit required or necessary reports when due, failure to perform the Work as and when required, will result in withholding of payments under this Contract.

6. LIQUIDATED DAMAGES

Contractor shall pay Client \$500.00 for each day that expires after 5:00 PM, August 8, 2014 that the bridge over Rocky Run on CTH V is not open to traffic.

7. DELAY.

In the event that Contractor's Work is delayed for any reason, including suspension by Client, Contractor's sole remedy shall be an extension of time equal to the period of delay. Contractor shall not be entitled to any extension for delays attributable to its own acts or omissions or occurrences under its control.

8. SUSPENSION OF THE WORK.

Client shall have the same right to suspend the performance of the Work, or any portion thereof, under the Contract, and Contractor's right to compensation shall also be governed thereby.

9. CHANGES IN WORK.

Client shall have the right to make changes in the Work in writing, and Contractor shall perform the Work as changed, subject to an equitable adjustment in price and/or time for performance, if applicable, provided Contractor provides written notice of such request for equitable adjustment within ten (10) days of receipt of the change. Contractor shall make no changes in the Work without written direction from Client, and Contractor shall not be compensated for any change made without such written direction.

10. TERMINATION FOR DEFAULT.

In the event Contractor fails to comply with any of its obligations hereunder or fails to prosecute or properly perform the Work to Client's reasonable satisfaction, and Contractor further fails to take corrective action satisfactory to Client within three (3) working days from receipt of Client's written notice specifying the deficiency in Contractor's performance, Client shall have the right to terminate the Work, or any portion thereof, for cause and take whatever steps it deems necessary to correct said failure and charge the full cost of corrective action to Contractor (including reasonable overhead, profit and attorneys' fees).

11. TERMINATION FOR CONVENIENCE.

Client shall have the right at any time and for any reason to terminate the Work, or any portion of the Work, for its convenience. In the event of termination for convenience by Client, Client's liability to Contractor shall be limited to payment of amounts recoverable under the Termination for Convenience clause of the Contract.

12. N/A

13. QUALIFICATIONS.

Contractor shall ensure that personnel selected to perform or manage the Work are qualified in accordance with generally accepted professional standards of the industry. Architects, engineers, surveyors and other related design and construction professionals and related trade and craft practitioners shall be licensed under applicable law or work under the direction of licensed engineers, architects and surveyors, and meet appropriate qualifications and experience requirements for the type of work involved.

14. N/A

15. N/A

16. N/A

17. REMOVAL OF EMPLOYEES.

Contractor shall remove from the Work at the project site any employee thereof whom the Client, in writing, finds to be incompetent, careless or otherwise objectionable.

18. LIST OF PARTIES EXCLUDED.

Contractor is ineligible for the award of this Contract if Contractor is listed State of Wisconsin Disapproved, Suspended, and Debarred Contractors list or the Federal Excluded Parties List, Contractor shall provide Contractor with "Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters." In the event of Contractor's noncompliance with the requirements hereunder, Contractor may take appropriate action, including, but not limited to termination of this Contract.

19. INSURANCE.

All prime contractors shall provide a Certificate of Insurance on forms acceptable to the Client. All Subcontractors shall provide and carry at a minimum, the insurance coverage and limits as indicated in the General Conditions or as required by the Contractor, whichever is higher. This shall be submitted to the Client before a Contract is signed.

The Client (Wood County) shall be named as additional insured on the Certificates of Insurance. General liability insurance shall cover property damage to existing buried utilities. Contractor shall secure, pay premiums for, and keep in force until the expiration of the Contract, or any renewal thereof, the following insurance: (1) Worker's Compensation Insurance, as required by the laws of the State of Wisconsin; (2) Owner's landlord's and tenant's bodily injury liability insurance with limits of not less than \$1,000,000 for each person, and \$5,000,000 for each accident; (3) Property Damage Liability Insurance with limits of not less than \$500,000 for each accident and a total limit of \$1,000,000 for damages arising out of bodily injuries to or death of two persons in any one accident. Other insurance not specifically mentioned herein when required by law or other regulations. Each insurance company of Contractor must hold a current Certificate of Authority issued by the Director of the State Department of Insurance authorizing it to transact the appropriate kind of insurance business in State. To be acceptable, the policy of insurance must contain a provision committing the insurer to pay for covered acts and omissions regardless of the fact that the same acts or omissions by Contractor, its agents and employees may be covered under the Federal Tort Claims Act. Each policy of insurance shall contain an endorsement providing that cancellation by the insurance company shall not be effective unless a copy of the cancellation is mailed (registered) to the appropriate official of Contractor at least 30 days before the effective date of the cancellation notice received, immediately upon receipt. A certificate of each policy of insurance and any changes therein, shall be furnished to Client immediately upon receipt from the insurance company. Insurance companies of Contractor must be satisfactory to the Client. When in Client's opinion an insurance company is not satisfactory for reasons stated in writing, Client may recommend Contractor obtain insurance through companies, which Client deems satisfactory.

20. BONDING.

Contractor shall provide a bid bond of 5% when bids are submitted, and performance and payment bonds equal to 100% of the amount of the Contract at the time of Contract execution. Bonds are to be made payable to Client. Corporate sureties offered for bonds furnished with this Contract must be original documents and must appear on the list contained in the Department of Treasury Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies".

21. EXCLUSION OF CONSEQUENTIAL DAMAGES.

Notwithstanding any other provision of the Contract, Client shall not have any liability hereunder for incidental, consequential, special or punitive damages, including but not limited to lost profits, loss of good will, or business interruption, even if Client has been advised of the possible existence of such damages.

22. WARRANTY.

Contractor warrants the Work is free of deficiencies and defects in materials and/or workmanship and that the Work conforms in all respects to the requirements of this Contract, and any other applicable contract documents. Contractor agrees to satisfy such warranty obligations without cost to Client.

23. RECORDS, MONITORING AND REPORTING.

Contractor shall maintain a record keeping system and, upon reasonable advance request, provide reasonable access to such records by Client. At a minimum, such records shall include completed daily reports of construction activities appropriate to the type of construction being performed. Contractor shall be responsible for managing the day-to-day operations conducted under this Contract and for monitoring activities conducted to ensure compliance with the Contract and applicable State and Federal requirements. With respect to the monitoring activities of Contractor, the monitoring visits/inspections shall include those jointly determined to be necessary to ensure compliance with the Contract, including structural integrity of the project and compliance with safety, health, and environmental standards or requirements. Prior to beginning of construction, Client and Contractor will agree upon the process for monitoring the project activities. Contractor shall maintain on the job-site or project office, and make available to Client during monitoring visits, contracts, subcontracts, modifications, construction documents, change orders, shop drawings, equipment cut sheets, inspection reports, testing reports, and current redline drawings.

24. N/A

25. N/A

26. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAW.

In the performance of the Work, Contractor shall give all notices and comply with all applicable local, state and federal laws, executive orders and regulations. Unless otherwise exempt, the following clauses are incorporated by reference: Equal Opportunity Clause, 41 CFR § 60 1.4; Disabled Veterans and Veterans of the Vietnam Era, 41 CFR § 60 250.5; Individuals with Disabilities, 41 CFR § 60 741.5. In addition, unless exempt, Contractor shall comply with all affirmative action requirements and any other requirements set forth in 41 CFR Chapter 60 and all applicable Executive Orders pertaining to equal opportunity. Contractor also agrees to comply with Executive Order 13201 and its implementing regulation at 29 CFR Part 470.

27. DISPUTES.

With respect to any dispute or claim hereunder, Contractor agrees to be bound to Client by a final decision of a Contracting Officer, board of contract appeals or other court whether or not Contractor is a party to such proceedings. Contractor agrees to assert any claim it may have relating to the Contract through Client and to allow adequate time for the exhaustion of all remedies under the Contract. Provided Contractor's claim is not barred by the foregoing provisions, such claim shall be resolved pursuant to the Choice of Law provision below.

28. NOTICE.

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the primary business address of the other party or to such other address as a party may have furnished to the other in writing.

29. RELATIONSHIP OF PARTIES.

The parties to this Contract agree that Contractor is an independent business/person or corporation, and that the relationship created by this Contract is that of Independent Contractor. No agent, employee, or servant of Contractor shall be or shall be deemed to be the employee, agent or servant of Client. Contractor is not authorized to bind Client to any agreement or act on behalf of Client in anyway; other than to perform the Work, and shall not represent to any person or otherwise purport to be so authorized.

30. N/A

31. INDEMNIFICATION.

Contractor shall indemnify and hold Client harmless from any claims, actions, and liabilities, including but not limited to attorneys' fees and costs, arising from any breach of this Contract by Contractor, or otherwise arising out of or relating to Contractor's performance of the Work, except to the extent caused by the wrongful act or gross negligence of an employee or other agent of Client.

32. N/A

33. N/A

34. CHOICE OF LAW.

This Contract shall be construed under the laws of the Wood County in the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be in the Circuit Court of Wood County, and the parties further agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law. The undersigned does hereby consent to the subject matter and personal jurisdiction of said Court over any such dispute arising pursuant to this Contract and any and all subsequent changes, additions, appendixes, addenda or any other amendment to this Contract, without regard to conflicts of laws.

35. N/A

36. N/A

37. SUCCESSORS AND ASSIGNMENTS.

The benefits and obligations of this Contract shall transfer and be binding upon the parties and their respective successors and permitted assigns, provided that Contractor shall not assign or transfer its interest in this Contract without prior written approval of Client. Client shall have the right to assign its interests in this Contract.

38. FORCE MAJEURE.

The parties shall not be liable for delay in performance hereunder to the extent such delay results from causes beyond the party's reasonable control, or from strikes, lockouts, war, fires, unusually severe weather, delays of common carriers, acts of God, or detrimental governmental actions.

39. SEVERABILITY.

If any provision of this Contract is invalid or unenforceable under any statute or rule of law within the appropriate jurisdiction, the provision is to that extent to be deemed omitted and the remaining provisions shall not be affected in any way.

40. AUTHORITY.

Each party represents and warrants that it has the full right, power and authority to enter into this Contract and to effectuate the purpose and intent hereof. Each party further represents and warrants, respectively, that it is aware of no obligation or disability that would prevent it from entering into this Contract and fully performing all of its obligations hereunder.

41. ENTIRE AGREEMENT; AMENDMENT.

This Contract, and the provisions and clauses incorporated herein by reference, contain the entire agreement and understanding between Client and Contractor relating to the subject matter herein, and supersedes any other agreement or understanding, whether written or oral, relating to this Contract. No amendment, waiver or discharge of these terms will be valid unless in writing and signed by both parties.

42. COUNTERPARTS.

This Contract may be signed in one or more counterparts. A facsimile or electronic copy of a signature shall be binding.

IN WITNESS WHEREOF, the parties execute this Contract below.

WOOD COUNTY HIGHWAY

CONTRACTOR

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

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

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

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

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

**NOTICE OF AWARD**

**PROJECT 2014-72-03  
CTH V ROCKY RUN BRIDGE  
TOWN OF CARY – TOWN OF ROCK  
CTH V  
WOOD COUNTY, WISCONSIN**

Dated: \_\_\_\_\_

To: \_\_\_\_\_

To Whom It May Concern:

You are notified that your Bid Proposal dated June 4, 2014, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the "PROJECT 2014-72-03, CTH V ROCKY RUN BRIDGE, TOWN OF CARY – TOWN OF ROCK, CTH V, WOOD COUNTY, WISCONSIN" project.

The Contract Price of your contract is \$\_\_\_\_\_.

Three copies of each of the proposed Contract Documents, including the Plans, will be forwarded from Wood County Highway following this Notice of Award.

You must comply with the following conditions precedent within five (5) days of the date of this Notice of Award, that is by: \_\_\_\_\_.

1. You must deliver to the Owner three fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature on the Agreement Form.

Include Certificate of Insurance naming Wood County as additional insured.

2. You agree to complete work and have CTH V open to traffic on or before 5:00 PM Friday, August 8, 2014.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid abandoned, and to annul this Notice of Award.

Within ten days after you comply with those conditions, the Owner will return to you one fully signed counter part of the Agreement with the Contract Documents attached.

**CHANGE ORDER**

**PROJECT 2014-72-03**  
**CTH V ROCKY RUN BRIDGE**  
**TOWN OF CARY – TOWN OF ROCK**  
**CTH V**  
**WOOD COUNTY, WISCONSIN**

ORDER NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

OWNER: Wood County  
555 17<sup>th</sup> Avenue North  
Wisconsin Rapids, WI 54495

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:  
Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by \$ \_\_\_\_\_

The new CONTRACT PRICE including this CHANGE ORDER will be \$ \_\_\_\_\_

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased)(decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_(date).

Approvals Required:

To be effective this Order must be approved by the owner, Wood County, if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL SPECIAL PROVISIONS.

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

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

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

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

**NOTICE TO PROCEED**

**PROJECT 2014-72-03**  
**CTH V ROCKY RUN BRIDGE**  
**TOWN OF CARY – TOWN OF ROCK**  
**CTH V**  
**WOOD COUNTY, WISCONSIN**

Dated: \_\_\_\_\_

To: \_\_\_\_\_  
(Contractor)

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_  
\_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents.

Before you may start any work at the site, the Special Conditions provides that you and the Owner must each deliver to the other (with copies to ENGINEER and other identified additional insured) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must \_\_\_\_\_  
(add other requirements)

1. Notify Wood County 48 hours before starting work.
2. Contact Digger's Hotline for utility locate.
3. Pre-Construction Meeting to be held prior to beginning construction.

BY: Wood County  
(Owner)

\_\_\_\_\_  
(Authorized Signature)

Highway Commissioner  
(Title)



**SCHEDULE OF PRICES**

**PROJECT 2014-72-03  
**CTH V ROCKY RUN BRIDGE**  
**TOWN OF CARY – TOWN OF ROCK**  
**CTH V**  
**WOOD COUNTY, WISCONSIN****

<p>NOTE: BIDDER MUST FILL IN SCHEDULE OF PRICES FOR <b>ALL ITEMS</b> OF WORK, NO. OF WORKING DAYS, AND EQUIPMENT TO BE USED TO COMPLETE WORK.</p>
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CTH V BRIDGE						Unit Price		Total Cost	
Group	Item	Unit	Item Description	Supplemental Description	Quantity	DOLLARS	CENTS	DOLLARS	CENTS
ROADWAY ITEMS									
10	204.011	SY	REMOVING ASPHALTIC SURFACE		865				
10	205.01	CY	EXCAVATION COMMON		437				
10	208.01	CY	BORROW		500				
10	213.01	EACH	FINISHING ROADWAY (PROJECT)	01. 2014-72-03	1				
10	305.011	TON	BASE AGGREGATE DENSE 3/4-INCH		90				
10	305.012	TON	BASE AGGREGATE DENSE 1 1/4-INCH		990				
10	455.0105	TON	ASPHALTIC MATERIAL PG58-28		14				

10	455.0605	GAL	TACK COAT		26				
10	460.11	TON	HMA PAVEMENT TYPE E-0.3		245				
10	460.2	DOL	INCENTIVE DENSITY HMA PAVEMENT		160				
10	614.25	LF	MGS THRIE BEAM TRANSITION		158				
10	614.261	EACH	MGS GUARDRAIL TERMINAL EAT		4				
10	619.1	EACH	MOBILIZATION		1				
10	624.01	MGAL	WATER		7				
10	625.01	SY	TOPSOIL		1700				
10	628.1504	LF	SILT FENCE		480				
10	628.152	LF	SILT FENCE MAINTENANCE		480				
10	628.1905	EACH	MOBILIZATIONS EROSION CONTROL		2				
10	628.191	EACH	MOBILIZATIONS EMERGENCY EROSION CONTROL		2				
10	628.2008	SY	EROSION MAT URBAN CLASS I TYPE B		1700				
10	628.6005	SY	TURBIDITY BARRIERS		160				
10	628.7504	LF	TEMPORARY DITCH CHECKS		30				
10	629.021	CWT	FERTILIZER TYPE B		1.5				
10	630.012	LB	SEEDING MIXTURE NO. 20		55				
10	630.016	LB	SEEDING MIXTURE NO. 60		10				
10	630.02	LB	SEEDING TEMPORARY		10				

10	634.0614	EACH	POSTS WOOD 4X6-INCH X 14- FT		4				
10	637.223	SF	SIGNS TYPE II REFLECTIVE F		12				
10	642.5001	EACH	FIELD OFFICE TYPE B		1				
10	643.01	EACH	TRAFFIC CONTROL (PROJECT)	01. 2014-72-03	1				
10	643.03	DAY	TRAFFIC CONTROL DRUMS		100				
10	643.042	DAY	TRAFFIC CONTROL BARRICADES TYPE III		1500				
10	643.0705	DAY	TRAFFIC CONTROL WARNING LIGHTS TYPE A		2100				
10	643.09	DAY	TRAFFIC CONTROL SIGNS		1200				
10	646.0103	LF	PAVEMENT MARKING PAINT 4-INCH		1600				
10	650.45	LF	CONSTRUCTION STAKING SUBGRADE		320				
10	650.5	LF	CONSTRUCTION STAKING BASE		320				
10	650.991	LS	CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT)	01. 2014-72-03	1				
10	650.992	LF	CONSTRUCTION STAKING SLOPE STAKES		360				
10	690.015	LF	SAWING ASPHALT		45				
BRIDGE ITEMS									

20	203.0600 .S	LS	REMOVING OLD STRUCTURE OVER WATERWAY WITH MINIMAL DEBRIS (STATION)	01. 10+00	1				
20	206.1	LS	EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE)	01. B-71-192	1				
20	210.01	CY	BACKFILL STRUCTURE		212				
20	502.01	CY	CONCRETE MASONRY BRIDGES		166				
20	502.32	SY	PROTECTIVE SURFACE TREATMENT		158				
20	505.0405	LB	BAR STEEL REINFORCEME NT HS BRIDGES		4200				
20	505.0605	LB	BAR STEEL REINFORCEME NT HS COATED BRIDGES		17810				
20	513.406	LS	RAILING TUBULAR TYPE M (STRUCTURE)	01. B-71-192	1				
20	516.05	SY	RUBBERIZED MEMBRANE WATERPROOFI NG		20				
20	550.2102	LF	PILING CIP CONCRETE 10 3/4 X 0.219- INCH		250				
20	606.03	CY	RIPRAP HEAVY		90				
20	612.0406	LF	PIPE UNDERDRAIN WRAPPED 6- INCH		130				
20	645.012	SY	GEOTEXTILE FABRIC TYPE HR		144				

20	650.65	LS	CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE)	01. B-71-192	1				
20	715.0502	DOL	INCENTIVE STRENGTH CONCRETE STRUCTURES		996				
							TOTAL		

**X**

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Authorized Contractor Signature

## SPECIAL PROVISIONS

### **1. General.**

Perform the work under this construction contract for Project 2014-72-03, CTH V Rocky Run Bridge, Town of Cary – Town of Rock, Wood County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2014 Edition, as published by the department, and these special provisions.

### **2. Prosecution and Progress.**

#### Fish Spawning

There shall be no in-stream disturbance of the Rocky Run as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of smallmouth bass.

#### Migratory Birds

Swallow and other migratory birds' nests have been observed on or under the existing bridge. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established, or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds, or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Choose an item..

Birds (20090901)

Wood County Highway Department will protect the structure to prevent swallows from nesting prior to the nesting season and until the contract for this project is executed. The Contractor will be responsible for preventing swallows from nesting on the structure after the contract has been executed.

### **3. Traffic.**

Close CTH V to through traffic during construction operations under this contract beginning June 16<sup>th</sup>, 2014. Also close access from eastbound CTH V to Cary Rock Drive at the east project limits. Place the appropriate signs and barricades prior to the start of construction.

No detour route will be posted during construction.

#### **4. Schedule.**

Begin work Monday, June 16<sup>th</sup>, 2014. Complete construction operations and open CTH V to through traffic prior to 5:00 PM, Friday, August 8<sup>th</sup>, 2014.

#### **5. Liquidated Damages.**

Contractor shall pay Wood County \$500.00 per day for each day that expires after 5:00 PM Friday August 8, 2014 that the bridge over Rocky Run on CTH V is not open to traffic.

A full day is counted if traffic is not able to cross the bridge by 5:00 Pm each day. If the bridge is opened after 5:00 PM regardless of the time, full damages apply for that day.

#### **6. Utilities.**

There are overhead utility facilities located within the project limits for this project. There may be underground utility facilities located within the project limits. The contractor shall coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area, as required by statutes. The contractor shall use caution to ensure the integrity of underground facilities and shall maintain code clearances from overhead facilities at all times.

Electric. Clark Electric Coop has overhead power lines north of the roadway. No conflicts are anticipated.

Telephone. TDS Telecom has underground lines south of the roadway. No conflicts are anticipated.

#### **7. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.**

The County has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Roland Hawk at 715-424-7401.

#### **8. Environmental Protection, Dewatering.**

Supplement 107.18 of the standard specifications as follows:

If dewatering is required, treat the water to remove suspended solids before allowing it to enter any waterway or wetland. Provide a settling basin, or other suitable means approved by the engineer, with sufficient capacity and size to provide an efficient means to filter the water from the dewatering operation before it is discharged back into the wetland or waterway as provided in

the standard specifications and these special provisions. Treatment practices may include the use of natural polyacrylamide such as chitosan, as approved by the engineer.

Conform to dewatering guidelines of WisDNR Storm Water Construction Technical Standards, Code #1061, "Dewatering". This document can be found at the WisDNR website: [http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html)

Include the cost of all work and materials associated with water treatment and/or dewatering in the unit bid price for Excavation for Structures. Work includes furnishing all materials, excavation, maintenance, cleaning, disposal of surplus material, removal of the basin after completion of dewatering operations, and all labor, tools, equipment and incidentals necessary to complete the work in accordance to the contract.

## **9. Environmental Protection, Aquatic Exotic Species Control.**

Exotic invasive organisms such as VHS, zebra mussels, purple loosestrife, and Eurasian water milfoil are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.07, "Transportation of Aquatic Plants and Animals; Placement of Objects in Navigable Waters", details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters.

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these procedures for all equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources [http://dnr.wi.gov/fish/documents/disinfection\\_protocols.pdf](http://dnr.wi.gov/fish/documents/disinfection_protocols.pdf)) for disinfection:

Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;

Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;

Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or invested waters; and

Disinfect your boat, equipment and gear by either:

Washing with ~212° F water (steam clean), or

Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates

like spiny water flea. Therefore this disinfect should be used in conjunction with a hot water (>104° F) application.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.  
107-055 (20110615)

## **10. Construction Over or Adjacent to Navigable Waters.**

Supplement standard spec 107.19 with the following:

The Rocky Run is classified as a navigable waterway.

## **11. Erosion Control Structures.**

Within seven calendar days after the commencement of work on the bridge superstructure, place all permanent erosion control devices, including riprap, erosion mat, ditch checks, seed, fertilizer, mulch, soil stabilizer, or any other item required by the contract or deemed necessary by the engineer. These devices shall be in place in the area under the bridge and on both sides of the roadway, from the waterway to a point 100-feet behind the backwall of the abutment. Within said limits, place these devices to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as directed by the engineer. Prior to initial construction operations, place turbidity barriers, silt screens, and other temporary erosion control measures as shown on the plans, and remove them after the permanent erosion control devices are in place unless directed otherwise by the engineer.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.

## **12. Removing Old Structure Over Waterway With Minimal Debris Station Station 10+00, Item 203.0600.S.**

Conform to standard spec 203 as modified in this special provision.

*Add the following to standard spec 203:*

### **203.3.6 Removals Over Waterways and Wetlands**

#### **203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris**

- (1) Remove the existing structure over Rocky Run in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.

- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
  - Methods and schedule to remove the structure.
  - Methods to control potentially harmful environmental impacts.
  - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
  - Methods to control dust and contain slurry.
  - Methods for removing abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
  - Methods for cleaning the waterway or wetlands.
  
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

*Add the following Removing Old Structure bid item to standard spec 203.5.1:*

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S	Removing Old Structure Over Waterway With Minimal Debris Station 10+00	LS

**Railing on Structure**

Salvage railing from the structure and deliver to the Wood County Highway Shop, 555 17<sup>th</sup> Avenue North, Wisconsin Rapids. Contact Roland Hawk at 715-424-7401 to coordinate the delivery. Cost for salvage and delivery is incidental to Removing Old Structure.

**13.Removing Asphaltic Surface.**

Deliver asphaltic surface removed to the Wood County Asphalt Plant, 555 17<sup>th</sup> Avenue North, Wisconsin Rapids. Contact Roland Hawk at 715-424-7401 to coordinate the delivery. Cost for delivery is incidental to Removing Asphaltic Surface.