

**THE CITY OF BLACK RIVER FALLS, WISCONSIN**  
**REQUEST FOR PROPOSAL TO REMOVE AND DISPOSE OF ASBESTOS**  
**CONTAINING MATERIAL AND UNIVERSAL WASTE, RAZE STRUCTURE, AND**  
**RESTORE LOT WITH INSTRUCTIONS TO PROPOSERS**

**PROPOSAL NO. 01-2020**

**ISSUED:** Wednesday, August 26, 2020

The City of Black River Falls, Wisconsin, will receive proposals for the removal and disposal of Asbestos Containing Material and Universal Waste, the razing of the structure, and the restoration of the lot described below in accordance with this Request for Proposal with Instructions to Proposers and the enclosed Detailed Description of Work to be Performed, the General Specifications and Conditions, and the Contract.

**DEADLINE FOR RECEIPT OF PROPOSAL.** Thursday, October 1, 2020 at 2:30 p.m.

**PROPOSAL OPENING.** Thursday, October 1, 2020 at 3:00 p.m.

**CITY OFFICE WHERE FILED.** City Hall located at 101 S. Second Street, Black River Falls, Wisconsin 54615.

**FORM OF PROPOSAL.** Proposals must be submitted sealed, on City forms, legible and fully complete in all respects, showing the date and time of the proposal opening on the outside of the sealed proposal. The City reserves the right to reject any proposal which the City deems incomplete.

**MANDATORY INSPECTION AND REVIEW OF SITE AND CITY DATA.** Each Proposer has an obligation to examine the site upon which the Work will be performed to assess conditions and to review any City furnished data.

The City will open the structure and lot on September 17, 2020 from 10:00 a.m. to 11:30 a.m. to give Proposers an opportunity to inspect the structure and to ask staff questions. Each Proposer will be required to provide their own lighting and ladders for their inspections. **Attendees are encouraged to wear a cloth face covering during the inspection.**

The City will not accept a Proposal from any Proposer who has not signed in indicating that the Proposer has inspected the structure and lot, or has not made other inspection arrangements with City staff.

**FOR MORE INFORMATION.** Contact A Brad Chown, City Administrator, 101 S. Second Street, Black River Falls, Wisconsin 54615, (715) 284-2315, [city.admin@blackriverfalls.us](mailto:city.admin@blackriverfalls.us)

## **ASBESTOS AND UNIVERSAL WASTE REMOVAL AND DISPOSAL.**

The Proposer shall be certified by the Wisconsin Department of Health Services to perform asbestos removal and disposal or shall be required to subcontract with an entity certified by the Wisconsin Department of Health Services to perform asbestos removal and disposal. Proof of certification shall be provided to the City. The Proposer shall file all reports regarding asbestos removal and disposal required by Federal and State law, rules and regulations. All Category I, Category II, Regulated Asbestos Containing Material (RACM), and Universal Waste shall be removed prior to razing the structure(s).

### **STRUCTURE TO BE RAZED AND LOT TO BE RESTORED**

Address: 26 South First Street

Parcel No.: 206-0579.0000

Description: Two story brick & mortar commercial building with a basement 9 feet deep. The structure is believed to have been constructed in the early 1900's and consists of approximately 7,200 square feet.

**CONTRACT REQUIRED.** The Proposer selected to perform the Work will be required to execute a Contract and related documents on City forms as a condition of performing the Work. All Work is to be performed in accordance with the Contract. A copy of the specimen Contract is enclosed.

**LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000.00), AND DISPOSAL SITES.** Proposals shall include on the attached City form a complete list of all subcontractors, including all subcontractors responsible for the removal and disposal of any Category I, Category II, Regulated Asbestos Containing Material (RACM), and Universal Waste, together with a complete list of all major material suppliers which are suppliers furnishing over \$5,000.00 in materials. The class of Work to be performed by each subcontractor and major material supplier shall also be provided. The completed list shall also include the disposal sites to be used and where Federal or State law requires certain regulated materials to be disposed of in a Federal or State licensed or permitted disposal site, then such disposal sites shall be used and their License/Permit Number included. The list must be approved by the City and cannot be altered after submission without the written consent of the City. The City reserves the right to reject any Proposal which does not comply with this Paragraph or if in the City's determination any listed subcontractor or major material supplier is deemed not appropriately qualified.

**ENVIRONMENTAL MATTERS.** Where the Work requires environmental process, abatement, remediation or disposal in a Federal or State licensed or permitted disposal site, the Proposer may propose alternate methods of doing the Work with the cost of each alternative separately noted.

**AWARD OF CONTRACT.** The City will enter into a Contract with the Proposer deemed most qualified. In making this determination, the City will consider with respect to each Proposer: general qualifications, special expertise, time in which the Work can be performed, financial ability to perform the Work, environmental experience and responsibility (where applicable), work record and history, and experience in projects of a similar magnitude.

The City reserves the right to reject unqualified or nonconforming Proposals, to reject all Proposals and request new Proposals, to accept a Proposal if advantageous to the City, or to select the most qualified Proposal.

**COMMENCEMENT AND DILIGENT COMPLETION OF WORK.** The Proposer selected to perform the Work will conduct the Work diligently until fully complete in accordance with the Contract. The time schedule for time of performance is stated in the General Specifications and Conditions.

**EXECUTION OF DOCUMENTS.** Documents which are required to be executed by the Proposer shall be executed as follows:

1. Corporations. By the President and one (1) other officer, preferably the Secretary.
2. Limited Liability Companies. By a Member, if member managed or the Manager if manager managed.
3. Partnerships. By each general partner, unless the partnership agreement provides otherwise.
4. Sole Proprietors. By each named individual.

Any exception to the above must be approved by the City Attorney who may require such documents as may be necessary to consider an exception.

**DOCUMENTS TO BE SUBMITTED.** Proposers shall submit the following documents, on City forms, in the course of making a Proposal.

1. Proposal.
2. Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal.
3. List of Subcontractors and Major Material Suppliers (including disposal site with DNR Permit Number, if any).

**PROPOSAL NO. 01-2020**

**PROPOSAL**

Finance:

A representative of this organization has inspected the structure and lot described below at the specified location, and hereby submits the following Proposal to Remove and Dispose of Asbestos Containing Material (RACM) and Universal Waste, Raze Structure and to Restore Lot at the following prices, to be firm for thirty (30) days from the date of this Proposal, subject to the Proposal being accepted within that time and a Contract entered into for that price.

_____	_____
Address	Tax Parcel No.
\$ _____	_____
Dollar Amount	Written Dollar Amount
\$ _____	_____
<b>TOTAL DOLLAR AMOUNT</b>	<b>TOTAL WRITTEN DOLLAR AMOUNT</b>

**DISPOSAL SITE:** \_\_\_\_\_  
**DISPOSAL SITE PERMIT NUMBER:** \_\_\_\_\_

The effective date of the Contract shall be the date of last execution. The Work shall commence and deadlines for performance shall commence upon notification of execution of the Contract with directions to proceed from the City. The Contractor shall furnish sufficient labor, material, equipment and supervision in order to complete the Work within the required time of performance.

Respectfully submitted,

Firm: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Type/Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## PROPOSAL NO. 01-2020

### DETAILED DESCRIPTION OF WORK TO BE PERFORMED

The following tasks which are hereafter referred to as the "Work" are to be performed in accordance with the Request for Proposal with Instructions to Proposers, the General Specifications and Conditions, and the Contract.

#### Detailed Description of Work

1. Removal and disposal of all Category I, Category II and RACM materials and Universal Wastes
2. Raze entire building and remove all debris from the structure and parcel, including basement walls and floors
  - Brick and concrete material to be disposed of at the City Shop located at 388 Melrose Street approximately one mile from the Project site
3. Remove and replace any sidewalk and curbing damaged during removal
4. Coordinate the termination of all utilities with respective utility providers
5. Remove and cap at curb all sanitary sewer and water laterals
  - PLEASE NOTE: The location of the sanitary sewer and water laterals is not always accurate. Bidders should be prepared to "camera" the sanitary sewer laterals to determine its exact location
6. Backfill and grade site after razing in accordance with general specifications and Erosion Control Plan
7. Backfill material to be provided by the City of Black River Falls with Proposer responsible for loading, trucking, and compacting in place. Fill material is sand and is located on Andrews Road approximately one mile from the project site.
8. Obtain necessary Federal, State and local permits

PLEASE NOTE: Where lead in paint is known or suspected, the contractor must follow the OSHA lead in construction regulation 29 CFR 1926.62. This applies if any amount of lead is present, not just for lead based paint (>0.5% Lead). Workers must take care to limit the of lead dust generated and follow OSHA safety requirements for lead exposure. The regulation requires: • Personal exposure monitoring • Use of respiratory protection and protective clothing • Hygiene areas • Engineering controls to control lead dust • Worker training. See the OSHA Lead in Construction booklet (OSHA 3142-093 2003) for guidance and <https://www.osha.gov/SLTC/lead/index.html> for regulatory requirements. According to WDNR Concrete Recycling and Disposal Fact Sheet, building materials from remodeling or demolition debris that contain lead-based paint are considered a solid waste. They may not be recycled unless an exemption is obtained from the WDNR (DNR Form 4400-274).

## PROPOSAL NO. 01-2020

### GENERAL SPECIFICATIONS AND CONDITIONS

**ASBESTOS CONTAINING MATERIAL.** Category I, Category II and Regulated Asbestos Containing Material (RACM), are defined in 40 C.F.R. 61.141.

The Contractor shall warrant that all Work performed under the Contract by the Contractor, subcontractors, and major material suppliers shall be performed in accordance with all Federal, State and local laws, rules and regulations, including but not limited to the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.

**EQUIPMENT AND MATERIAL STORAGE.** The use of any other parcel of land for the storing of equipment and materials is prohibited unless specifically permitted in writing by the City Administrator or designee. A public right-of-way may not be used for the storing of equipment and/or materials without the Contractor first obtaining express, written consent from the City Administrator.

**PERMITS, APPROVALS AND TIME OF PERFORMANCE.** The Contractor shall obtain all required permits and approvals to perform the Work within fifteen (15) calendar days of notification of execution of the Contract with directions to proceed from the City. The Work shall be completed within forty-five (45) calendar days of notification of execution of the Contract with directions to proceed from the City. The Work shall be diligently performed until complete in accordance with the Contract, time being of the essence with respect to the commencement and completion of the Work. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the Work within the required time of performance. Time lost and any costs incurred by the Contractor due to the Contractor's lack of coordination with the City or the Contractor's subcontractors and major material suppliers shall not be grounds for a claim for additional compensation or an extension of time to complete the Work.

**UTILITY SERVICES.** The Contractor shall be required to contact Diggers Hotline for utility locations prior to the commencement of any Work. The Contractor shall disconnect and cap all sanitary sewer, storm sewer and water laterals in accordance with all applicable rules and regulations. The Contractor shall disconnect gas and electrical power and remove power lines from the structures to be razed.

**FOUNDATION, FLOOR AND CONCRETE REMOVAL.** The foundation and floor shall be completely removed. All concrete and/or gravel on the premises except for City public sidewalks shall be removed. The Contractor must contact the City Administrator for an inspection of the excavation before backfilling begins on-site.

**PUBLIC SIDEWALK REMOVAL AND REPLACEMENT.** The Contractor shall remove and replace any public sidewalk damaged by the Contractor in course of performing the Work. The replacement shall be done using 1-1/4" base aggregate. The Contractor shall be responsible for maintaining the integrity of the public sidewalk after the removal of the foundation walls. The Contractor shall obtain all required permits for the removal and replacement of any public sidewalk. If the public sidewalk is undermined during the raze process, the City of Black River Falls' Department of Public Works shall, in its sole discretion, decide whether the sidewalk must be reconstructed and replaced. The Work shall consist of saw-cutting, removing and replacing unsuitable foundation underlying the public sidewalk; providing, installing, and compacting crushed aggregate base course; concrete masonry, expansion felt, finishing, curing and protecting; cleaning, backfilling, restoring disturbed areas and disposal of excess material; tools, labor, material, equipment and all other incidentals necessary to complete Work in accordance with the current edition of the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction.

**REMOVAL OF MATERIAL AND DEBRIS.** The Contractor shall remove all combustible material, shrubs, junk and debris from the site.

**DAMAGE OR THEFT.** The City does not assume any responsibility to protect any structure or the contents thereof, including, but not limited to, salvageable furnishings, fixtures, or attachments of whatever kind or nature so as to permit salvage prior to the time of razing. The City shall not be liable to the Contractor for any loss, destruction, theft or removal of any property from the premises nor shall the Contractor be entitled to any allowance or other claim against the City should any of said acts occur.

**FILL MATERIAL, GRAVEL, AND FINAL GRADING.** The Contractor shall use clean fill material and shall fill the lot to match the public sidewalk grade and adjacent lot line grade. The fill material will be provided by the City of Black River Falls and is located on Andrews Road approximately one mile from the Project site. The Contractor will be responsible for loading, trucking, placing, and compacting the fill material in place. The top four (4") inches of fill shall be gravel. The gravel will be provided by the City and is located at 388 Melrose Street approximately one mile from the Project site. Contractor will be responsible for loading, trucking, and placing the gravel. The final grading plan shall be approved by the City's Administrator of Public Works / Street Superintendent.

**EROSION CONTROL.** The Contractor shall be responsible for obtaining an Erosion Control Permit and for complying with the Construction Site Erosion Control Ordinance as set forth in Chapter 17, Section 17.26 of the Code of Ordinances for City of Black River Falls.

**DEMOLITION TECHNIQUES.** The Work shall be performed in accordance with accepted demolition techniques of the National Association of Demolition Contractors, incorporated herein by reference. Water shall be used as a dust suppressant whenever practicable.

**BLASTING PROHIBITED.** The Work will not be performed through blasting with explosives.





**STATUTORY SWORN STATEMENT.** \_\_\_\_\_,

also deposes and states that he/she has examined the Request for Proposal with Instructions to Proposers, the Detailed Description of Work to be Performed, the Environmental Inspection Reports, the General Specifications and Conditions, and any City furnished data, has investigated the site and the site conditions, and has carefully prepared the Proposal from the Request for Proposal with Instructions to Proposers, the Detailed Description of Work to be Performed, the Environmental Inspection Reports, the General Specifications and Conditions, and any City furnished data, and checked the same in detail before submitting this Proposal. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_ )  
:SS.  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires/is: \_\_\_\_\_



CONTRACT TO REMOVE AND DISPOSE OF ASBESTOS CONTAINING MATERIAL AND UNIVERSAL WASTE, RAZE STRUCTURE(S) AND RESTORE LOT(S)

PROJECT NO.  
01-2020  
Between

THE CITY OF BLACK RIVER FALLS, WISCONSIN  
A Wisconsin Municipal Corporation

And

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

This Contract to Remove and Dispose of Asbestos Containing Material and Universal Waste, Raze Structure(s) and Restore Lot(s) ("Contract") effective as of the last date of execution is entered into between the City of Black River Falls, Wisconsin, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, with offices located at 101 S. Second Street, Black River Falls, Wisconsin 54615 ("City") and \_\_\_\_\_, with offices located at \_\_\_\_\_ ("Contractor"), collectively referred to as the Parties.

WITNESSETH:

Whereas, the Contractor has submitted a written Proposal to the City to remove and dispose of asbestos containing material and universal waste, raze specific structure(s) and restore lots according to the Request for Proposal with Instructions to Proposers, the Detailed Description of Work to be Performed, and the General Specifications and Conditions contained in the Request for Proposal, and the City has accepted the Contractor's Proposal, subject to the Contractor entering into and abiding by the terms and conditions of this Contract.

Now, Therefore, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

**1. Definitions.**

- a. Administrator shall mean the City Administrator, or his or her designee.
- b. City shall mean the City of Black River Falls, Wisconsin.
- c. Contract shall mean this executed Contract and shall include the following documents:
  - Request for Proposal with Instructions to Proposers
  - Detailed Description of Work to be Performed

- General Specifications and Conditions
- Proposal
- Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal
- Performance and Payment Bond
- List of Subcontractors and Major Material Suppliers
- Certificates of Insurance
- Affidavit Respecting Construction Lien Waivers/Releases
- Change Orders
- Contract notices and such other documents as are referenced herein.

Any of the foregoing documents which are not physically attached to this Contract are on file in the City Administrator's office and are incorporated into this Contract by reference.

- d. Contractor shall mean the party who proposed to do the Work herein described and whose Proposal was accepted by the City. Contractor shall also mean any approved subcontractors and major material suppliers.
- e. Overpayment shall mean any money the Contractor received which the Contractor was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was redone or replaced and accepted by the City.
- f. Work shall mean any contractual endeavor undertaken by the Contractor and/or any of the Contractor's approved subcontractors and major material suppliers to accomplish the removal and disposal of all Category I, Category II, Regulated Asbestos Containing Material (RACM), and Universal Waste from the specified structures, the razing of the specified structures, and the restoration of the specified lots, all in accordance with the Request for Proposal with Instructions to Proposers, the Detailed Description of Work to be Performed, and the General Specifications and Conditions contained in the Request for Proposal.

**2. Work To Be Performed By Contractor And Price/Cost.**

The Contractor, for the sum of, (\$\_\_\_\_), will perform and complete, or will cause to be performed and completed, all the Work defined in this Contract, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Contract for 26 South First Street, Parcel 206-0579.0000, a two story brick & mortar commercial building with a basement 9 feet deep.

The Work shall be performed in accordance with the Request for Proposal with Instructions to Proposers, the Detailed Description of Work to be Performed, and the General Specifications and Conditions contained in the Request for Proposal. In the event of a conflict between this Contract, the Detailed Description of Work to be Performed, and the General Specifications and Conditions, the Detailed Description of Work to be Performed, and the General Specifications and Conditions shall control and supersede any inconsistent Contract provision.

**3. Commencement and Diligent Prosecution of Work.**

The Contractor will prosecute the Work diligently until fully complete in accordance with this Contract. The Contractor shall obtain required permits and commence with the Work no later than fifteen (15) calendar days of notification of execution of the Contract with directions to proceed from the City. The Work is to be completed within forty-five (45) days of notification of execution of the Contract with directions to proceed from the City. In the event of a dispute respecting quantity or quality of the Work, the Contractor shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts. The Contractor has the duty of requesting an extension of time to complete the Work from the Administrator, in writing, prior to the time for Contract completion, where the progress of the Work was delayed such that the Work will not be completed on time, and the Contractor was not responsible for such delay. Should the Administrator grant an extension, the Contractor will not be liable for liquidated damages arising out of the delay. Should the Administrator determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, the Administrator shall provide the Contractor with written notice requiring the Contractor to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the Contractor to take such extraordinary measures shall be grounds for the City to suspend the Work by the Contractor and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent the Administrator from stopping the Contractor from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

**4. Contract Term.**

The term of this Contract shall be from the last date of execution until each of the following:

- a. Respecting Work, until completion and acceptance.
- b. Respecting Warranty, until expiration of warranty term.
- c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of any applicable statute of

limitations where no claims have been filed.

**5. Termination for Cause.**

In the event either Party should fail to fulfill in a timely manner its obligations under this Contract, the non-breaching Party shall thereupon have the right to terminate this Contract by giving a ten (10) day written notice to the breaching Party of such breach and specifying the date of the termination if the breaching Party has not timely rectified and remedied the purported breach to the satisfaction of the Party that gave notice of the breach. The Contractor shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the Administrator, except as necessary to cure the default, but not beyond the specified date of termination.

**6. Performance and Payment Bond/Assurance.**

The Contractor shall, prior to approval of the Contract, obtain a Performance and Payment Bond or other assurance required by the City, in a form approved by the City, in the sum of the accepted Proposal. The Contractor understands that the City may file a claim against the bond or assurance should any of the provisions of this Contract not be faithfully and timely performed by the Contractor.

**7. Administrator Decision Final.**

Should any dispute arise at any time between the Contractor and the City as to the true meaning or requirements of this Contract, the manner of execution of the Work, the quality of the Work executed, the quality or quantity of materials used, or the timely completion of the Work, the decision of the Administrator shall be final and conclusive until and unless set aside by a Court of law. The Contractor agrees that should any decision of the Administrator be challenged in Court, the Court may only set aside a decision of the Administrator if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.

**8. Methods, Labor, Equipment, Materials And Supplies.**

The Contractor shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The Contractor is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.

**9. Suspension of Work by the City.**

The Administrator shall have the authority to suspend the Work where the Administrator believes that the Contractor is not performing the Work in accordance with this Contract. The Contractor shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the Administrator.

**10. Injunctions.**

Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although the Contractor shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the Contractor shall be proportionately reduced to reflect the decrease in the scope of the Work.

**11. Change Orders For Additional Work, Adjustment In Price.**

The Contractor does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the City's Request for Proposal with Instructions to Proposers. Increases in the scope of the Work shall result in a determination of the Contractor's additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the City and the Contractor, and upon approval and execution shall be considered a Contract amendment to be kept on file in City Administrator's office and incorporated into this Contract by reference. Should the Contractor refuse to sign a Change Order under circumstances where there is no discretion to do so, the Change Order will be in full force and effect without the Contractor's signature, provided the Administrator attaches thereto a written report so indicating.

**12. Claims And Deadlines For Additional Compensation.**

Any claim by the Contractor for additional compensation arising out of circumstances not covered by this Contract shall be submitted, in written form, to the Administrator within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim for additional compensation involves the Work which will be covered and unavailable for inspection within said fourteen (14) day period of time, the Contractor shall promptly provide the Administrator with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. The Contractor further has a duty to, from time to time, notify the Administrator of any facts or events which may lead to a claim for additional compensation as soon as the Contractor is aware of such facts or events.

**13. Waiver Of Rights.**

No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either Party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in

such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

**14. Subcontractors, Major Material Suppliers, And Disposal Sites.**

The Contractor will only use subcontractors, major material suppliers and disposal sites which are listed in this Contract. Major material suppliers shall be those providing over \$5,000.00 in materials. Any changes in said list must be approved by the City. The Contractor is responsible for the Work of subcontractors and/or suppliers and for delays in the Work occasioned thereby. The Contractor has a duty to remove and replace subcontractors and/or suppliers whose involvement in the Work will result in a breach of this Contract. Furthermore, should the Administrator determine the involvement of the subcontractors and/or suppliers in the Work will



result in a breach of the Contract, the Administrator shall have the right, in writing, to compel the Contractor to remove and replace said subcontractors and/or suppliers. Should the Contractor fail to comply with the requirements of providing notice or removing and replacing subcontractors and/or suppliers, the City shall have the option to declare the Contractor in breach and exercise the City's rights pursuant to Section 30 of this Contract.

**15. Control And Protection Of Work Site.**

The Contractor shall be responsible for the control and protection of the Work site from commencement of the Work until the Work is completed. The Contractor shall keep the site secure and inaccessible to the public.

**16. Salvage Rights.**

The Contractor shall have all salvage rights by virtue of this Contract.

**17. City Cooperation.**

City will reasonably cooperate with the Contractor to facilitate the Contractor's performance of the Work. The Contractor will provide reasonable notice to the City when the assistance thereof is requested. However, the City has no obligation to supervise or perform any part of the Work.

**18. Governmental Permits And Approvals.**

The Contractor is fully responsible, at the Contractor's cost and expense, to obtain such permits and approvals as may be required from any governmental body, including the City, as a precondition to the performance of the Work, including, but not limited to erosion control permit and asbestos removal permits from the Wisconsin Department of Natural Resources where an exemption is not applicable.

**19. Law, Rules And Regulations.**

The Contractor shall comply with all Federal, State and local laws, rules, regulations and codes applicable to the performance of this Contract and the Work including, but not limited to, any requirements imposed by the Wisconsin Department of Natural Resources.

**20. Contractor's Employees And On-Site Representatives.**

Although the Contractor performs the Work as an independent contractor, the Administrator shall have the right to request the Contractor to remove and replace any of the Contractor's employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any City personnel associated with the Work. The Contractor shall comply with any

reasonable request. The Contractor, at all times the Work is being performed, shall assign an employee or agent on the Work site to be the person to whom the Administrator may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the Administrator, in writing, upon commencement of the Work.

**21. Water Use.**

The Contractor has the obligation to make arrangements with the Black River Falls Water Utility for the use of water and may not use any Black River Falls Water Utility hydrants or other water source without making arrangements in advance. The Contractor, where water is required, will be required to obtain a Hydrant Permit and meter from the Black River Falls Water Utility, 119 North Water Street, Black River Falls Wisconsin 54615. Any deposit and fee shall be paid by the Contractor.

**22. Sanitation And Health.**

The Contractor has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. The Contractor shall not use materials in such manner as to pose a health hazard. The Contractor shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee, public health, safety or welfare.

**23. Inspection.**

The City has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is in conformance with the Contract. However, only the Administrator can reject the Work. The use of inspectors by the City shall not relieve the Contractor of the duty of making its own inspections and of itself rejecting improper or defective Work by its employees, subcontractors, suppliers and agents. The failure of a City inspector to notice or reject improper or defective Work shall not waive any rights of the Administrator to have the Contractor take corrective action at the Contractor's cost and expense to remedy such deficiencies or defects when discovered. The use of inspectors by the City shall not relieve the Contractor of its duty to maintain a safe workplace.

**24. Workmanship.**

The removal and disposal of Category I, Category II, Regulated Asbestos Containing Material (RACM), and Universal Waste shall be performed in accordance with all Federal, State and local laws, rules and regulations, including but not limited to the National Emission Standards for Hazardous Air Pollutants (NESHAP). Demolition Work shall be performed in accordance with accepted demolition techniques of the National Association of Demolition Contractors. Equipment and procedures used must be suitable to and compatible with the nature

of the Work, the Work site, and the prevailing year-round weather conditions which affect the Work and the Work site.

**25. Utilities.**

The Contractor has the obligation of obtaining all utility locations, clearances, hookups or cutoffs directly from the relevant utility at the Contractor's cost and expense.

**26. Cleanup.**

The Contractor shall at all times keep the site and off-site areas related to the Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the Work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work. Within ten (10) days after the completion of the Work, the Contractor shall remove all surplus materials, tools, equipment or plants, leaving the Work site and off-site areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the Contractor neglect any such duty, the Administrator may cause any such Work to be performed at the Contractor's cost and expense.

**27. Foundations And Excavations.**

The Contractor assumes all risks and costs and expenses associated with foundations and excavations, whether actual or, where in the City's opinion, there exists potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface conditions, surface waters, ice or snow. An inspection by the City shall be performed prior to back filling any excavation. The Contractor shall coordinate with the Administrator to have the inspection performed. Should said inspection, in the City's opinion, indicate any potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface conditions, surface waters, ice or snow, the Contractor shall undertake any action requested by the City to address said potential.

**28. Payment Of Employees, Subcontractors And Suppliers.**

The Contractor shall promptly pay all employees, subcontractors and suppliers for all the Work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the Contractor shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The Contractor, as a condition of payment, shall execute and file an Affidavit Respecting Construction Lien Waivers/Releases with the City Administrator of Finance.

**29. Liquidated Damages For Delays In Contract Completion.**

In the event that the Contractor fails to complete the Work within the time the Work is requested to be completed or any extension of time for completion of the Work granted by the Administrator, the Contractor shall pay to the City for such delay the sum of Two Hundred (\$200.00) Dollars per day, for each and every day's delay in completing the Work. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the City from the Contractor.

**30. Rights Of City Upon Contractor Default.**

The Contractor recognizes the right of the City to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work or to itself perform such Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the Administrator. However, none of the above shall relieve the Contractor of its obligations under this Contract.

**31. Overpayments And Setoffs Unrelated To Contract.**

The Contractor will promptly, upon receipt of written demand from the Administrator, refund any overpayments received. Should the Contractor not comply with said demand within thirty (30) days of receipt of the written demand, the Contractor shall pay the City interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full. Should the Contractor owe the City any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the Contractor authorizes the City to deduct said amount from any payment due the Contractor hereunder.

**32. Safety Precautions.**

The Contractor, during the performance of the Work, shall assume control of the Work site and put up and properly maintain, at the Contractor's cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the Work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The Administrator may order the Contractor, by a time or date certain, to take designated safety measures and the failure of the Contractor to promptly obey said order shall result in a penalty of One Hundred (\$100.00) Dollars per day for each day said order is not complied with. The Contractor shall be fully responsible for making the Work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the Administrator or the City inspectors or lack thereof, in this regard. The Contractor has an obligation to

check warning and safety devices on a daily basis. In the event of termination of this Contract prior to completion of the Work, the Contractor shall continue to be responsible for maintaining the safety of the Work site until relieved of the obligation by the Administrator or until another contractor takes possession of the Work site.

**33. Payment – Acceptance Of Work.**

Payment shall be made by the City upon completion of the Work and submission of invoice to the Administrator, within fifteen (15) days after the Administrator executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:

Payment will not be made for so long as any order made to the Contractor by the Administrator seeking compliance with this Contract is not complied with.

Payment will be reduced by the amount of any claim which the City may have against the Contractor for (i) improper, defective or rejected Work, (ii) liquidated damages due to delay in the schedule of time for the Work completion, (iii) failing to take safety precaution, (iv) the amount of set-offs authorized by this Contract, or (v) any other primary liability of the Contractor for which the City could be secondarily liable, which secondary liability was not assumed by the City under this Contract. The Work shall not be accepted by the Administrator until all employees, subcontractors and suppliers have been fully paid for all labor, services, supplies or materials provided thereby, and lien waivers or releases have been obtained and filed with the Administrator.

**34. Independent Contractors, Worker's And Unemployment Compensation.**

The Contractor acknowledges that it is an independent contractor and that its employees and agents are not the employees of the City for purposes of Worker's and Unemployment Compensation or any other purpose. The Contractor shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

**35. Prohibitions As To Assignment, Subcontracting And Joint Ventures.**

The Contractor may not assign this Contract, enter into a joint enterprise or subcontract any Work without the express written approval of the Administrator and the City is not liable for any costs and expenses arising therefrom. Listed subcontractors, major material suppliers, and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subcontract shall render this Contract voidable by the Administrator as of the date thereof, and the City will not be obligated to pay to the Contractor any money for any of the Work performed by an unauthorized party. However, if this Contract is voided, the Contractor will

continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by the Administrator or until another Contractor takes possession of the Work site. The Contractor will be responsible for any cost, loss, expense or damages, including actual attorney's fees, the City may incur in enforcing this provision.

**36. Indemnification And Hold Harmless.**

The Contractor agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless, the City, its officers, agents, employees and representatives, from and against any and all liability, loss, injury, charges, damages, claims, judgments, costs, expenses or attorney's fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the City or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the Contractor or as a result of the willful or negligent act or omission of the Contractor and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.

**37. Insurance.**

The Contractor and subcontractors shall procure and maintain during the Contract term the minimum insurance coverages listed below, issued by a company licensed to do business in the State of Wisconsin, having a minimum AM Best Financial Strength Rating of "A" or better. The minimum insurance coverages listed below shall be verified by a Certificate of Insurance issued to the City of Black River Falls as Certificate Holder and shall provide that should any of the described policies be canceled for any reason or any material changes are made, the issuing insurer will mail thirty (30) days written notice to the City before any cancellation or material change takes effect. The City shall be named as an additional insured with respect to the coverages required by Sections 37(a), 37(b), 37(c) and 37(e) listed below and the City shall be provided with the endorsements certifying that the City is an additional insured with respect to said policies. The coverages required by Sections 37(a), 37(b), 37(c) and 37(e) listed below shall be primary and any insurance, self-insurance or other coverage maintained by the City shall not contribute to it. The Contractor shall provide the City with a primary insurance endorsement certifying that the insurance coverages listed below are provided on a primary and noncontributory basis. The Contractor shall also provide the City with a waiver of subrogation endorsement.

The following minimum insurance coverages must be in effect and continue in effect during the Contract term:

- a) Commercial General Liability  
\$1,000,000.00 Each Occurrence  
\$2,000,000.00 Aggregate

- b) Automobile Liability (owned, non-owned, leased)  
\$1,000,000.00 Combined Single Limit
- c) Pollution Legal Liability  
\$2,000,000.00 Each Loss
- d) Worker's Compensation: Statutory Limits  
Employer's Liability  
\$100,000.00 Each Accident  
\$100,000.00 Disease, Each Employee  
\$500,000.00 Disease, Policy Limit
- e) Umbrella Liability  
\$3,000,000.00. The umbrella liability policy shall not contain any exclusions or exceptions not identified in the Commercial General Liability, Automobile Liability or Pollution Legal Liability policies.

**38. Cooperation.**

The Contractor shall cooperate with representatives of any and all Local, Federal or State agencies having authority over the Work. Further, although the Contractor has possession of the Work site, the Contractor shall permit City employees and representatives, and employees and representatives of any Federal or State agency to have reasonable access to the Work site at all times.

**39. Severability.**

It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, it is the intention of the Parties that all other provisions of this Contract shall remain in full force and effect.

**40. Nondiscrimination.**

In the performance of the Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.

**41. No Third Party Beneficiaries.**

This Contract is intended to be solely for the benefit of the Parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees of either of the Parties.

**42. Full Agreement – Modification.**

This Contract shall be the full and complete agreement and understanding of the Parties and shall supersede all oral or written statements or documents inconsistent herewith. This Contract can only be modified, in writing, by the mutual agreement of the Parties hereto, said amendment to be attached hereto and incorporated herein.

**43. Notices.**

Any notice required to be given to any Party to this Contract shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the Parties indicate in writing. Notice shall be effective as of the date of delivery if by hand, or mailing if by certified mail.

If to Contractor:

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

Attention: \_\_\_\_\_

If to City:

City of Black River Falls  
101 S. Second Street  
Black River Falls, WI 54615  
Attention: City Administrator

**44. Execution Authority.**

Each of the undersigned hereby represents and warrants that: (a) such Party has all requisite power to execute this Contract: (b) the execution and delivery of this Contract by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Contract constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this Contract.

*Signature pages follow*



In Witness Whereof, the parties hereto have hereunto executed this Contract on the dates below given.

CITY OF BLACK RIVER FALLS, WISCONSIN  
A Wisconsin Municipal Corporation

By: \_\_\_\_\_  
JAY EDDY, Mayor

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

By: \_\_\_\_\_  
A BRAD CHOWN, City Administrator

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

STATE OF WISCONSIN)  
: SS.

COUNTY OF BLACK RIVER FALLS)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, Jay Eddy, Mayor, and A Brad Chown, City Administrator of the City of Black River Falls, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Administrator of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Contract of said municipal corporation, by its authority.

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

Notary Public, Black River Falls County, WI.

My Commission expires/is: \_\_\_\_\_



**PROJECT NO. 01-2020**

**PERFORMANCE AND PAYMENT BOND**

\$ \_\_\_\_\_

**BY: (Principal) \_\_\_\_\_**

**To And For The Benefit Of The  
City of Black River Falls, Wisconsin**

**Know All Men By These Presents, that we,**

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

as Principal, and \_\_\_\_\_, (Surety), are held and firmly bound unto the City of Black River Falls, Wisconsin, a municipal corporation as Obligee in the full and just sum of \_\_\_\_\_, (\$ \_\_\_\_\_), lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a written Contract with the Obligee for the above project, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall faithfully perform said Contract according to its terms, covenants and conditions and shall promptly pay all persons supplying labor or material to the Principal for use in the prosecution of the work under said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named Obligee's priority, all persons who have supplied labor or material directly to the Principal for use in the prosecution of the work under said Contract shall have a direct right of action under this Bond.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date of City acceptance of the work on said Contract, or one (1) year following expiration of any warranty or guaranty covering the work and materials set forth under said Contract, whichever is longer. If this limitation is made void by any law controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

Signed and dated at Black River Falls, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL**

\_\_\_\_\_  
Witness

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

Name: \_\_\_\_\_

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

**SURETY**

\_\_\_\_\_  
Witness

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

Name: \_\_\_\_\_

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

**PERFORMANCE AND PAYMENT BOND**

Examined and approved as to form and execution this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By:  
\_\_\_\_\_  
City Attorney

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

**PROJECT NO.01-2020**

**CHANGE ORDER**

Project Number: 01-2020

Account Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

Date of Common Council Action: \_\_\_\_\_

**CITY and CONTRACTOR** agree that the above Contract is amended by (increasing) (decreasing) the amount of the Contract by \$ \_\_\_\_\_ from \$ \_\_\_\_\_ to \$ \_\_\_\_\_. This amendment shall have the effect of (increasing) (decreasing) (not changing) the date of Project completion from \_\_\_\_\_ to \_\_\_\_\_.

**This Change Order is approved by:**

CONTRACTOR

CITY OF BLACK RIVER FALLS, MAYOR

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

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

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

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

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

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



