

***CITY OF WAUSAU, WISCONSIN***



**HOUSE/GARAGE MOVING  
PROJECT**

***1101 S. 12<sup>TH</sup> Avenue to 1212 S. 9<sup>th</sup> Avenue***

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***City of Wausau Community Development Department, 407 Grant Street, Wausau, WI 54403  
Phone 715/261-6680 Fax 715/261-4192 www.ci.wausau.wi.us***

**CITY OF WAUSAU  
OFFICIAL NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN by the Board of Public Works of the City of Wausau that it will receive sealed bids for the following project:

**HOUSE/GARAGE MOVING PROJECT**

Moving and re-establishing house and garage from 1101 S. 12<sup>th</sup> Avenue to 1212 S. 9<sup>th</sup> Avenue

Bids will be received until **10:30 a.m.** on **February 13, 2017**, in the Community Development Department, City Hall, 407 Grant Street, Wausau, WI 54403. Bids will be opened at the Board of Public Works meeting in the Birch Room on the same date at **11:00 a.m.**

Bidding documents are available for electronic download on the City of Wausau Community Development Department web site at [www.ci.wausau.wi.us](http://www.ci.wausau.wi.us).

The City of Wausau reserves the right to reject any or all bids, to waive any informalities in bidding, and to award a contract in the best interest of the City of Wausau. No bid shall be considered unless submitted on the Official Proposal Form.

Proposals shall be accompanied by a bid bond, certified check, bank cashier's check, or postal money order in the amount of 5% of the total bid payable to the Treasurer of the City of Wausau, as a guarantee that the bidder, if the bid is accepted, will execute and file the proposed contract and bonds within ten days after the awarding of the contract.

Pre-qualification documents must be filed in the Community Development Department no later than **2:00 p.m.** on **February 3, 2017**, and show sufficient financial ability, equipment, and experience to properly perform the contract in accordance with Section 66.0901, Wisconsin Statutes. The Board's decision as to qualifications shall be final. The pre-qualification form is available on-line at <http://www.ci.wausau.wi.us/Portals/0/Departments/Engineering/Documents/PreQual.pdf>

BOARD OF PUBLIC WORKS  
Eric Lindman, Director of Public Works and Utilities  
Maryanne Groat, Finance Director  
Anne Jacobson, City Attorney

## INSTRUCTIONS TO BIDDERS

1. **METHOD OF BIDDING.** The only acceptable method of bidding a contract with the City of Wausau, Wisconsin, is described as follows, and must be strictly complied with.
  - (a) The first step is the filing of a proposal or bid on the form the city has prepared. This bid proposal must have attached to it the affidavit of organization and authority which indicates whether the bidder is a corporation, a partnership or a sole trader. The affidavit must contain a sworn statement that the bidder has examined and carefully prepared the proposal from the plans and specifications and has checked the same in detail [Wis. Stats. 66.090(7)].
  - (b) At the same time there must be filed the required bid bond, certified check bank's cashiers check, or postal money order in the amount and payable to the city as designated in the advertisement. These are conditioned that if a bidder is successful he will, within the time limited by the city, file a properly executed contract and performance bond. If a certified check is submitted in lieu of a bid bond, it shall be drawn on the account of the bidder submitting the proposal. The City of Wausau requires a bid bond, certified check, bank's cashiers check, or postal money order of at least 5% of the bid. The time limit for filing the executed contract and performance bond is ten days from the time the city notifies the bidder in writing that he is the successful bidder.
  - (c) On all contracts in excess of \$25,000, the bidder before receiving any form for a bid proposal must submit a full and complete statement, sworn to before an officer authorized to administer oaths, of financial ability, equipment, experience in the work prescribed and such other matters as the municipality may require for the protection and welfare of the public (Wis. Stats. 66.0901). The object of this statement is to make available to the city exact information on the financial ability, equipment and experience in the field of each bidder, in order to minimize hazards involved in awarding contracts to parties apparently not qualified to perform them. The city reserves the right to require additional information before awarding the contract in order to determine qualifications for work.
2. **INFORMATION ON EXECUTING THE CONTRACT.** If the bid is by a corporation, the contract shall be executed in the corporate name by the president and the secretary, each of whom should sign. The corporate seal should be attached. If the corporation has no seal a statement to that effect should be made. If the execution of the contract is by a corporation and it is not signed by both the president and the secretary, then a certified copy of the action of the board of directors should be provided, showing the authority of the parties signing the contract to sign for an on behalf of the corporation. If the bid is by a partnership, the contract should be executed in the partnership's name and signed by each of the partners. If all partners are unable to sign, satisfactory proof should be furnished showing the power of the partner or partners who do sign to bind the partnership. If the contract is with an independent contractor who is neither incorporated or part of a partnership, the contractor should so indicate and execute the contract in his own behalf.
 

All contracts shall be signed in quadruplicate by the contractor and the owner.
3. **NO DOUBLE BIDDING.** Two proposals under different names will not be received from one firm or association.
4. **RIGHT OF WAIVER OR REJECTION.** The Board of Public Works reserves the right to reject any or all bids or waive any defects found in bids or proposals submitted.
5. **CORPORATE OR FIRM BIDS.** All bids made by corporations or partnerships shall be executed as contracts are executed.
6. **ADDRESS OF BIDDER.** The place of residence of every bidder must be given after his signature, including county and state.
7. **MUST USE CITY FORMS.** All proposals shall be made upon bidding blanks furnished by the Engineering Department, architect, or city clerk, or true copies thereof.
8. **METHOD OF PAYMENT.** See General Conditions.

9. **DISQUALIFYING OF BID PROPOSALS.** A bid proposal will be disqualified because of gross errors in computations which cannot be resolved by mathematical corrections without resorting to information not contained in the bid. Any proposal which is obscure, incomplete, irregular or not accompanied by certified check or bond as required herein may be rejected.
10. **PARTIAL BIDDING.** Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items, unless specifically exempted as set forth above, shall disqualify the bid. When quotations on all items are not required, bidders shall insert the words "No Bid" where appropriate.
11. **EXAMINATION OF SITE.** Bidders shall satisfy themselves by personal inspection of both the house and garage and the site to which they will be moved to.

Bidders may, prior to the opening of the bids upon consent of the Owner, make test borings, pits or soundings to determine the presence of water, rock, etc. Where such borings or tests are made they shall be carefully backfilled and the original surface restored in safe and satisfactory manner.

12. **OMISSION AND DISCREPANCIES.** Bidders shall immediately report any omissions, errors or discrepancies in the plans or specifications to the engineer or architect who may send written instructions to bidders.
13. **DETERMINATION OF LOW BIDDER.** The low bids will be determined by the sum of the following items:
- A. For a lump sum bid:
    1. The base bid.
    2. Algebraic sum of any alternates selected by Owner.
    3. Amount of unit price work based on quantities given in the proposal.
  - B. For a unit price bid:
    1. Sum of unit price work based on quantities given in the schedule.
    2. Algebraic sum of alternates selected by the Owner.

14. **TIME FOR EXECUTING CONTRACT AND LIQUIDATED DAMAGES.** Any bidder whose proposal shall be accepted will be required to execute the contract within ten days after notice of award of the contract. Failure to do so shall constitute a breach of agreement made by acceptance of the proposal and the Owner shall be entitled to damages as a result of such a breach. The amount of the certified check of such bidder shall be retained by the Owner as liquidated damages for such breach.

If a bid bond is used it shall be conditioned on the furnishing of a signed contract and bond within ten days and in case the bidder shall fail to do so the amount of the bond shall be paid to the Owner as liquidated damages. In case any bidder shall fail or refuse to execute the contract as herein provided, the Owner may at his option determine that the bidder as abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the Owner shall be entitled to liquidated damages as hereinbefore provided.

15. **COMPLETION OF WORK.** The contractor shall complete the work within the time specified.
16. **SUBCONTRACTORS.** A complete list of proposed subcontractors and the class of work to be done by each must be filed with the proposal. The list may not be added to or altered without the written consent of Community Development. "Subcontractors" shall mean persons, firms or corporations as defined by Sec. 66.0901, Wis. Stats., and in the "General Conditions."
17. **SALES AND USE TAX EXEMPTION:** Per Wisconsin State Statute 77.54(9m), 2015 Wisconsin Act 126, the Contractor (and all subcontractors and suppliers) are exempt from sales and use tax of the State of Wisconsin.

The City of Wausau will furnish certificates of tax exemption to the contractor for use in purchasing tax exempt items to be incorporated into the work. Contact the City of Wausau Finance Department at (715) 261-6620.

## **TIME AND ORDER OF COMPLETION**

The successful bidder shall complete all work within the time set forth in the bid proposal. The City reserves the right to entirely discontinue said work should the condition of the weather make it desirable to do so, and in order that the work may be well and properly executed.

When the contract requires completion of the contract by a specific calendar date, all work, including cleanup of work site, must be complete by that date. However, upon written request from the Contractor, an extension of time may be granted by Community Development due to unusual conditions, such as strikes, severe shortages of building materials, extended periods of inclement weather or for other reasons authorized by Community Development.

The decision of Community Development shall be considered final in all matters pertaining to the necessity for inspection and the number of inspectors on construction projects.

## **WORK GUARANTEE**

The Contractor shall be required to warranty or guarantee all materials and workmanship done under this contract by keeping said works in good order or repair at his expense for a period of one year from the date of final acceptance by Community Development.

This warranty and guarantee is specifically related to issues of materials and workmanship supplied and constructed by the contractor and subcontractors. The contractor is not responsible for subsequent damages to the work caused by vandals, accidents, or normal wear not related to issues of material or workmanship.

**BID PROPOSAL  
CITY OF WAUSAU – OWNED BUILDINGS**

Submitted by (Name): \_\_\_\_\_

(Address): \_\_\_\_\_

(City, State, Zip): \_\_\_\_\_

(Phone): \_\_\_\_\_

BID PROPOSAL DEADLINE: February 13, 2017 at 10:30 a.m.

SUBMIT SEALED PROPOSALS TO: Wausau Community Development  
407 Grant Street  
Wausau, WI 54403  
Phone: 715-261-6680

The undersigned has carefully examined the project site location, existing conditions, specifications and the proposal form, in accordance with the provision thereof hereby propose to furnish all labor, material, and equipment to complete all the work. The contractor understands that in signing this bid, he/she waives all right to plead any misunderstanding. House and garage are expected to be removed from site by or before Friday, April 7, 2017.

BASE BID: The contractor shall furnish all equipment, labor and materials to move and rehabilitate the house(s) and garage located at:

1101 S. 12<sup>th</sup> Avenue to 1212 S. 9<sup>th</sup> Avenue, Wausau, Wisconsin

Lump Sum Price \$ \_\_\_\_\_ House and Garage

**BID PROPOSAL**

**HOUSE/GARAGE MOVING PROJECT**

The undersigned, having hereto attached the following documents: (1) Affidavit of Organization and Authority; and (2) Certified check, bank's cashiers check, or postal money order equal to 5% of the total amount bid or a bid bond equal to 5% of the total amount bid, do hereby submit the accompanying bid.

Pre-qualification documents have been filed as required by City (for contracts exceeding (\$25,000) within the past twelve months.

I certify that no agreement has been entered into to prevent competition for said work; that I have carefully examined the site where the work is to take place, and the plans, specifications, form of contract and bond and all contract documents.

I agree to enter into the contract as provided in the contract documents under all the terms, conditions and requirements of these documents.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

**AFFIDAVIT OF ORGANIZATION AND AUTHORITY**

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn on oath deposes and says that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

(COMPLETE APPLICABLE PARAGRAPH)

**1. CORPORATION**

The bidder is a corporation organized and existing under the laws of the State of \_\_\_\_\_ and its president is \_\_\_\_\_, and its secretary is \_\_\_\_\_, and it does have a corporate seal. The president is authorized to sign construction contracts and bids for the company by action of its board of directors taken \_\_\_\_\_, a certified copy of which is hereto attached. (Strike out last sentence if not applicable.)

**2. PARTNERSHIP**

The bidder is a partnership consisting of \_\_\_\_\_ and \_\_\_\_\_, partners doing business under the name of \_\_\_\_\_

**3. SOLE TRADER**

The bidder is an individual, and if operating under a trade name such trade name is as follows:

**ADDRESS**

The business address of the bidder is as follows: \_\_\_\_\_

**STATUTORY SWORN STATEMENT**

\_\_\_\_\_ also deposes and says that he has examined and carefully prepared his bid proposal from the plans and specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public  
State \_\_\_\_\_ County \_\_\_\_\_  
My commission expires \_\_\_\_\_

**(This affidavit must be attached to and filed with the bid proposal.)**

**FULL AND COMPLETE LIST OF SUBCONTRACTORS**

**This list must be completed and submitted with the Bid Proposal.  
The list cannot be altered after submission without written consent of the City.**

<b>NAME</b>	<b>ADDRESS</b>	<b>CLASS OF WORK TO BE PERFORMED</b>

**BID BOND**

(Complete this page or include Bid Bond issued by surety.)

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, as principal, and \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Wisconsin (hereinafter called surety) as surety are held and firmly bound unto the City of Wausau, a municipal corporation of the State of Wisconsin, in the penal sum of \_\_\_\_\_ dollars, good and lawful money of the United States of American, to be paid to the City of Wausau, its duly authorized attorneys, agents or officers or its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally by the presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

WHEREAS, the above bounden principal has this day filed a bid with the City of Wausau for the performance of the following work, namely "**HOUSE/GARAGE MOVING PROJECT**" which said bid is hereto attached and made a part of this bond.

NOW THEREFORE, the condition of the above obligation is such that if the above principal \_\_\_\_\_ shall file and properly execute the proper contract and performance bond within the time limited by the city which contract and performance bond shall provide for the doing of such work upon the terms and conditions of the plans and specifications and upon the terms and conditions of the bid, then this obligation to be void, otherwise to be and remain in full force and effect.

Signed, sealed and delivered in presence of as to principal \_\_\_\_\_ (Date)

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

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

\_\_\_\_\_  
Surety (Seal)

By \_\_\_\_\_

## CONTRACT

This contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between \_\_\_\_\_, herein called the "Contractor" and the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin, herein called the "Owner."

WITNESSETH: That the contractor and the owner for the consideration stated herein, agree as follows:

### ARTICLE I. SCOPE OF WORK

The contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the specifications, contributions to social security and all utility and transportation services required to perform and complete in a workmanlike manner the following work: **“HOUSE/GARAGE MOVING PROJECT”** all in accordance with the specifications and drawings and in strict compliance with the contractor's proposal and other contract documents, herein mentioned as component parts of this contract. The contractor shall do everything required by this contract and other documents constituting a part hereof and in the manner specified herein.

### ARTICLE II. CONTRACT PRICE

The owner shall pay to the contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price as follows: \$\_\_\_\_\_.

Unless otherwise provided in the detailed specifications, payments are to be made to the contractor on the basis of the value of the work performed during the preceding month and materials suitably stored on the site which are to be incorporated into the project.

Community Development in case the work under this contract is not completed within the time required, or within an extended time approved in writing by Community Development, is authorized to take charge of the work and finish it at the expense of the contractor and his sureties and to apply the amount retained to the completion of the work.

The final payment shall be made within 10 working days after completion and acceptance of the work included in this contract and all payments shall be due when certificates are issued for them. However, the owner may withhold payments prior to final acceptance of the work for reasons set forth in the general or special specifications.

### ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or if not attached, as if the same were hereto attached.

1. Addenda.
2. Notice to bidders.
3. Instructions to bidders.
4. Bid proposal.
5. Affidavit of organization and authority.
6. Full and complete list of subcontractors.
7. Bid Bond.
8. Contract
9. General conditions.
10. Specifications

The contract documents form a complete unit and requirements called for by one are as binding as if called for by all.

**ARTICLE IV. PAYMENT FOR LABOR AND MATERIAL**

The contractor specifically agrees to pay for all claims for labor performed at rates at least equal to the wage scale on file with the City for this project (if applicable) and materials furnished, used or consumed in completing the foregoing contract together with all items enumerated in Section 779.14, Wis. Stats., as the obligation of the contractor.

**ARTICLE V. OBSTRUCTION OF STREETS**

If the contractor shall in any manner obstruct a street or sidewalk, he shall put up and maintain barriers and lights to prevent accidents, and shall be liable for damages caused by failure to do so; and such contractor shall further be liable for all damages caused by the negligent digging up of streets, alleys, or public grounds or which may result from his carelessness in the prosecution of such work [Section 62.15(11), Wis. Stats.]. The contractor shall also be bound by any further requirements of the specifications on this point.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in quadruplicate on the day and year first above written.

**Signing instructions for this contract and bonds:**

For a **Corporation**: (1) President and secretary must sign; (2) Corporate seal must be affixed; (3) Two witnesses must sign.

For a **Partnership**: (1) Both or all partners must sign; (2) Two witnesses must sign.

For a **Sole Trader**: (1) Owner must sign; (2) Two witnesses must sign.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_  
President-Owner-Partner

\_\_\_\_\_

\_\_\_\_\_  
Secretary-Partner

Affix Corporate Seal Here

Witnesses:

CITY OF WAUSAU, WISCONSIN

\_\_\_\_\_

\_\_\_\_\_  
Robert B. Mielke, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Toni Rayala, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Date \_\_\_\_\_

\_\_\_\_\_  
Tammy Stratz, Community Development Manager

# GENERAL CONDITIONS

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## **GENERAL CONDITIONS**

### **1. DEFINITIONS**

The Contract documents herein referred to as the **Contract** shall consist of the agreement and the specifications including all modifications thereof incorporated in the documents before their execution.

The **Owner** and the **Contractor** are those mentioned as such in the agreement. They are referred to in the Contract as if each were singular number and masculine gender.

**Written notice** shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or officer of a corporation or if sent by registered mail to the last business address known to the party giving the notice.

The term **subcontractor** includes those having direct contract with Contractor and does include those who furnish special materials or devices prepared according to the plans and specifications but does not include those who furnish ordinary or "stock" materials.

The term **work** or **the work** shall refer to the labor, material, equipment, tools and other services or facilities required for the performance of the Contract.

### **2. EXECUTION AND INTENT OF DOCUMENTS**

The Contract documents shall be signed in duplicate by the Owner and the Contractor. The Contract documents are complementary and what is called for by any shall be as binding as if called for by all. The intent of the documents is to include all labor, materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which if so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

### **3. SPECIFICATIONS AND INSTRUCTIONS**

Community Development will furnish to the Contractor without charge copies of specifications reasonably necessary for the execution of the work. Such specifications and instructions shall be consistent with the Contract documents.

### **4. MATERIALS, APPLIANCES, EMPLOYEES**

Except as otherwise provided in the Contract documents, the Contractor shall furnish and pay for all materials, labor, tools, equipment, transportation, utilities and all other things required for the work. Unless otherwise specified, all materials shall be new and of good quality. The workmanship shall be first class and the Contractor shall not employ on the work any unfit person or any workman not skilled in the work assigned to him. The Contractor shall at all times enforce strict discipline and good order on the work.

### **5. ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees, shall defend all suits and claims for the infringement of any patent rights, and shall save the Owner harmless from loss or damage on account thereof. If the Contractor shall have information or knowledge that any process or article specified shall be an infringement of a patent, he shall immediately inform Community Development.

### **6. LAWS AND REGULATIONS**

All applicable laws of the City of Wausau, State of Wisconsin, and the United States of America and all regulations of the Housing and Urban Development and Wisconsin Department of Administration shall be considered as part of this Contract. The Contractor agrees to perform all work and conduct themselves in accordance with all OSHA Standards and other applicable regulations.

### **7. PERMITS**

The Contractor is responsible for obtaining and paying for all permits and/or licenses necessary for the project. If the Contractor shall perform any work contrary to such laws, ordinances, rules and regulations, he shall bear all costs arising therefrom.

## **8. INSPECTION OF WORK**

Community Development representatives shall at all times have access to the work wherever it is in preparation or progress and the contractor shall provide proper facilities for such access and for inspection. Contractor will request and schedule all necessary building, plumbing, electrical, HVAC, final inspections with the City of Wausau Inspection's Department.

If the specifications or other legally constituted authority shall require any work to be tested or approved, the Contractor shall notify Community Development of its readiness for inspection, and if such inspection shall be by some agency other than Community Development, of the date and time of such inspection.

Should any work be covered up without the approval of Community Development or the Inspection's Department he/she may require the work to be uncovered for inspection/re-inspection at the expense of the Contractor.

## **9. REJECTED OR DEFECTIVE WORK**

Any equipment, material or supplies, whether incorporated in the work or not, shall be rejected by Community Development for failure to comply with the specifications shall be promptly removed and replaced by the Contractor at no expense to the Owner. In such cases the Contractor shall make good at his expense any damage to the property of the Owner or the work of other contractors.

If the Contractor shall fail to remove such condemned work or materials within a reasonable period of time fixed by written notice, the Owner may remove them at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days thereafter, the Owner may on ten days written notice sell such materials.

## **10. TERMINATION OF CONTRACT AND OWNERS RIGHT TO DO WORK**

In case of violation of any part of the Contract by the Contractor or failure on the part of the Contractor to perform the work as specified and within the time limit as established herein, the Owner may serve written notice to the Contractor of the intention to terminate the Contract.

Unless all violations shall have ceased and terminated and all work been made good in full compliance with the terms of these specifications within ten days following such written notice to the Contractor, the Contract shall become null and void and unless the Surety shall resume the fulfillment of the provisions of the contract and these specifications within 30 days thereafter, the Owner may take over the work and prosecute the same to completion. In such case the Contractor and his Surety shall be responsible to the Owner for any excess cost occasioned by the failure of the Contractor to complete the Contract.

## **11. OWNERS RIGHT TO DO WORK**

If the Contractor shall neglect to properly execute the work or to perform any provision of this Contract, the Owner may, without prejudice or any other remedy that he may have, take such steps as are necessary for the correction of the work and the protection of the rights of the Owner, and may deduct the cost thereof from any payments which may be due to the Contractor.

## **12. EXTENSION OF TIME**

If the Contractor shall be delayed in the progress of the work by any fault of the Owner or by any causes beyond the Contractor's control, the time and completion may be extended for a reasonable length of time upon written application to the Owner and the written consent of the Owner thereto.

## **13. WORK SCHEDULE**

The contractor shall submit an acceptable progress schedule within TEN DAYS after the award of the contract. The progress schedule shall include starting dates and expected completion dates for all of the work within the contract. The contractor shall allow within the schedule for the normal expected time delay for inclement weather. The progress schedule must be in detail showing timings of each individual phase.

## **14. CLAIMS FOR EXTRA COSTS**

If the Contractor claims that any instructions or otherwise involve extra costs under this Contract, he shall give Community Development written notice thereof within a reasonable time after receipt of such instructions, and in any event, before proceeding to execute the work. No such claims shall be valid unless so made.

**15. EXTRA OR OMITTED WORK**

The Owner may authorize changes in, additions to, or deductions from the work to be performed under this contract only in writing signed by Community Development. Payments for additional work or deductions for omitted work or changes shall be based wherever possible upon the unit price in the proposal, otherwise by written agreement between the Owner and the Contractor before such work is commenced. Additional changes for labor and materials may be made pursuant to Sec. 62.15(1a), Wisconsin Statutes.

**16. UNAUTHORIZED WORK**

Work done without authorization from Community Development, or any additional work over and above the provisions of this Contract which may be done without such written authorization or agreement by the Owner, will not be paid for under the terms of this Contract. No other written or verbal instructions, advice or information of any kind on the part of any individual, officer or agent, or the Owner shall be so construed as to modify in any way the terms of the Contract or of these specifications.

**17. PROTECTION OF WORK**

The Contractor shall at all times be fully responsible for the protection of the work and shall at all times protect the property of the Owner and the property of others from damage in the performance of the work. The Contractor shall provide and maintain all necessary barricades, signs, lights, etc. for the protection of the work and of the public.

**18. CLEANING UP**

The Contractor shall at all times keep the premises reasonably clean and shall do all things necessary to promote the safety of employees as well as the public. In case of failure on the part of the Contractor to properly clean up the sites as agreed, the Owner shall have the right to cause such work to be done and the cost thereof shall be deducted from any payments which may be due and owing to the Contractor.

**19. STATE AND COUNTY HIGHWAYS**

Whenever the work shall obstruct traffic on State or County arterial highways, the Contractor shall give sufficient notice in advance thereof to the Highway Department and obtain permission from said Highway Department for the prosecution of the work.

**20. PAYMENT OF CONTRACTOR**

The Owner will make partial payments to the Contractor on the basis of Owner's approval for the work performed. Final payment in full for all work performed will be made within 10 days following final acceptance of the work by the Owner. As a condition precedent to the payment of the monthly or final estimate to the Contractor, the Owner may require the Contractor to furnish proof that he has paid all wages and other current outstanding obligations incurred in connection with this work.

**21. INDEMNITY INSURANCE**

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

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

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

Contractor shall reimburse the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

### **INSURANCE REQUIREMENTS**

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

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

**b. Commercial General Liability and Automobile Liability Insurance** - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

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

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

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

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

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

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

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

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

**d. Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by the City of Wausau. At the option of the City of Wausau, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

**e. Evidences of Insurance** - Prior to execution of the agreement, the Contractor shall file with the City of Wausau a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence **shall include** an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

**f. Responsibility for Work** - until the completion and final acceptance by the City of Wausau of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

**g. Sub-Contractors** - In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

## 22. ASSIGNMENT TO CONTRACT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him without the previous written consent of the Engineer or Architect.

**23. RIGHT OF OTHER INTERESTS**

Whenever work being done by the Owner's forces or by others is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Owner to secure the completion of the various portions of the work in general harmony.

**24. SEPARATE CONTRACTS**

The owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to Community Development any defects in such work that render unsuitable for such proper execution and results. Any discrepancies between the work of the Contractor and the work of others shall be promptly reported to Community Development.

**25. SUBCONTRACTS**

The Contractor shall as soon as possible after the signing of the contract notify Community Development in writing of the names of subcontractors proposed for the work and shall not employ any who is not approved by Community Development. The Contractor shall be fully responsible for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them.

**26. AUTHORITY AND DUTIES OF CITY INSPECTORS**

Inspectors will be required to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to revoke, alter or waive any requirements of the specifications, nor is he authorized to approve or accept any portion of the completed project. He is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the minimum requirements of the specifications and the Contract. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by Community Development.

The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall not be construed as binding the City of Wausau in any way, or releasing the Contractor from fulfilling all of the terms of the Contract.

It shall be the contractor's responsibility to ensure all materials and work performed under this contract meets the specifications. It is not the responsibility of the inspector to direct the contractor as to how the work shall be completed. The City shall accept no liability for any materials or work that does not meet specifications. Any materials or work found not meeting the specifications shall be replaced, corrected or reconstructed at the contractor's expense.

**27. CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final payment nor any provision of the contract documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law and, upon written notice, he shall remove any defect due thereto and pay for any damage to other work resulting therefrom, which shall appear within one year after date of completion and acceptance. If a defect in the materials falls under a warranty claim, contractor will work with owner to file a warranty claim and correct the issue.

**28. SOURCE OF SUPPLY AND QUALITY**

The specifications contemplate the use of new, high quality materials throughout the work, except as may specifically be provided elsewhere in the specifications or in the special provisions, incorporated in the work in such a manner as to produce completed construction which is workmanlike and acceptable in every detail.

The Contractor shall assume full responsibility for the furnishing of uniform and satisfactory materials.

**29. GUARANTEE**

By execution of his work, the Contractor guarantees that should any defect appear or develop resulting from or caused by the use of improper materials, equipment, careless or improper workmanship or construction, non-adherence to the specified line and grade, or from failure to comply with the foregoing specifications, the Contractor agrees to forthwith repair or cause the same to be corrected at his own expense, upon notification by the City. In case the

Contractor fails to make such repairs or corrections, or causes the same to be made within a reasonable time, the City shall make such corrections or repairs and collect the cost of the same from the bonding company of the Contractor in question. Effective period of guarantee shall be as required by the contract as specified in the Instructions to Bidders.

**30. EQUAL OPPORTUNITY**

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) In the event the Contractor subcontracts some or all of the work under this contract, the Contractor shall include the language contained in (a) above in such subcontract.

**39. HOURS OF WORK**

The Contractor will be allowed to work from 7:00 a.m. to 8:00 p.m. Monday through Friday.

**40. SECTION 3 REPORTING**

The Contractor (and any subsequent Subcontractors) shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project and contractors for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project. Final payment may be withheld until all Section 3 paperwork has been completed and submitted to Community Development.

**41. LEAD BASED PAINT**

The contractor agrees to abide by all Federal requirements regarding lead based paint poison prevention and agrees to use no lead based paint in the contractor's performance of this contract, including the performance of any subcontractor.

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**SPECIFICATIONS**  
**for**  
**Moving, re-setting and construction services for**  
**Moving house and garage located at 1101 S. 12<sup>th</sup> Avenue**  
**To 1212 S. 9<sup>th</sup> Avenue, Wausau**

The Moving Company/General Contractor must provide proof of professional house mover's liability insurance complete with specialized mover's insurance rider with limits no less than \$1,000,000 per occurrence and \$2,000,000 umbrella liability in addition to all the insurance requirements as listed in the Contract.

The City reserves the right to reject any or all proposals or to choose the proposal deemed to be in the best interest of the City of Wausau.

**MOVING**

**MOVING HOUSE AND GARAGE** – Moving company to physically move house and garage located at 1101 S. 12<sup>th</sup> Avenue to 1212 S. 9<sup>th</sup> Avenue. Moving company to work with utility companies to finalize wire costs and tree trimming as needed. Moving company to develop a route and assist Community Development with the Application for Moving Buildings and all necessary meetings to get the move approved through the City of Wausau. House and garage to be removed from the S. 12<sup>th</sup> Avenue site by Friday, April 7, 2017. If foundation/garage slab cannot be in by the house move time, it can be placed on the S. 9th Avenue site until the foundation/slab can be poured and ready for the house to be placed. House must be secured at all times.

Foundation and concrete slab at 1101 S. 12<sup>th</sup> Avenue will be removed by the City's Department of Public Works once the house and garage are moved. Holes must be secured to prevent injury.

**RE-ESTABLISHING**

**FOUNDATION** – 9 foot, 8" thick, poured concrete walls, floor w/required footings and drain tile for the area including 10-mil poly under foundation. Include two e-gress windows – one on the west and one on the north sides – exact location to be determined with contractor. Provide and install code-compliant concrete slab for garage.

**DRIVEWAY/WALKWAYS/SIDEWALK AND STREET REPAIR** – Utilize existing curb cuts for driveway. Excavate 6" deep as well as any additional soft spots. Install clean crushed aggregated base course compacted in place and sloping away from the house and garage. Install new 12-foot asphalt 2" thick driveway from garage site to road slopped away from house and garage. Provide and install curb approach as directed by City of Wausau Engineering Department. For walkway from front door to sidewalk and from garage service door to rear entry: excavate 6" deep as well as any additional soft spots. Install clean crushed aggregated base course compacted in place. New concrete slab 4 -5" thick, sloping away from the home and garage, built according to all applicable codes and ordinances. Repair/replace sidewalk and street according to City of Wausau's Engineering Department's direction (contractor must be bonded and approved by the City to perform the approach, sidewalk repair/replacement and street repair) due to installation of City sewer and water laterals.

**UTILITIES** – Schedule with Wisconsin Public Service to provide underground gas and electric service to the home and garage. Provide and install water and sewer laterals from city main to the house.

**FRONT and REAR ENTRIES** – Build front entry steps and railing system according to all applicable codes and ordinances. Framing work to be in treated lumber with decking and railing systems in cedar wood (stained).

**LANDSCAPING** – Provide an allowance for landscaping – including but not limited to yard clean up, top soil, grass seeding and straw placement to eliminate runoff, and yard bushes/plants. List proposed plantings and allowance. Provide fencing around egress windows – style to be approved by owner.

## **EXTERIOR**

**ROOF** (House only) - Remove existing roofing and chimney. Provide and install 7/16" OSB or equal, 15# felt, 30+year architectural shingles with white continuous metal edging. Color to match garage. Provide and install ice and water shield. Provide and install *adequate roof and soffit venting*. Owner to receive all specialized roof warranty and guarantee information.

**SIDING** (House & Garage) – Provide and install insulation board, house wrap and Double 4 vinyl siding on the house and garage. Color to be owner's choice. Wrap trim around doors and windows in white aluminum.

**INSULATION** – Provide and install adequate insulation in attic areas, and proper vents and building shell components to Energy Star R-values. Provide and install a minimum of 1" foam on the exterior of the foundation with ground break. Blow in necessary sidewall insulation before re-siding.

**WINDOWS** – Provide and install double hung Energy Star white vinyl windows throughout the house – except on front porch. Provide and install new egress basement windows as described under Foundation. Indicate style and brand name of window.

## **INTERIOR – MAIN LEVEL**

**PLASTER/DRYWALL/PAINT** – Patch any cracks in the walls and ceiling as necessary due to the move. Prime, paint, as needed. Color(s) to be owner's decision.

**FURNACE** - Provide and install new 90+ high efficiency, Energy Star, direct vent, natural gas furnace with all proper electrical connections, insulated duct work as needed and installed according to manufacturer's instructions. Provide and install programmable thermostat.

**WATER HEATER** – Provide and install new .65 efficient Energy Star 40-gallon natural gas, direct vented water heater.

**SUMP PUMP/RADON SYSTEM** – Provide and install sealed sump pump and radon mitigation system. Sump pump to be installed according to all codes and ordinances.

**NATURAL GAS** – Provide and install natural gas supply lines – location by Wisconsin Public Service. Interior lines to furnace and water heater.

**ELECTRICAL** (Main bid) – All electrical to be completed by a State of Wisconsin licensed and insured master electrician. Provide and install new 200-amp underground service, new panel, circuit breakers - location by Wisconsin Public Service. Provide receptacles as needed in new basement area as per code including receptacles for washer and dryer and proper venting for dryer. Hardwire smoke and carbon monoxide detectors in basement as required by code. Continue throughout the house if at all feasible. Replace all non-code compliance receptacles including all GFCI's were required.

Garage - Provide and install underground 120 volt, 20 amp circuit to garage. Provide and install electrical for garage door opener.

**PLUMBING** (Main Bid) -- All plumbing will be completed by a State of Wisconsin licensed master plumber. Install water and sewer laterals from City service in the street to house as directed by Wausau Water Works and the City of Wausau's Plumbing Inspector. Plumbing for washing machine located in the basement. Provide and install utility sink in laundry area. Provide and install sealed sump pump in basement. Snub in plumbing hook-ups for potential future basement bathroom.

**BASEMENT STAIRWAY** – Build stairway and handrail system from main floor to basement per all applicable codes.

MISCELLANEOUS – Basement to be roughed in for completion later. Price to include utility room framed and drywalled, electrical throughout and plumbing snubbed in for future basement bathroom. Contractor to give house a proper interior cleaning after all the work is complete.

## **GENERAL**

- Contractor to provide proof of insurance and copies of Contractor's license(s) with the submittal of this proposal. A certificate of insurance will need to be provided before the project begins.
- Any Contractor working in areas which contain lead based paint; only a lead safe renovator will be allowed to perform work in those areas. Copies of all Lead Safe Renovator's licenses will be provided to Community Development before work commences.
- All proper permits are required and copies to be furnished to the Community Development Department.
- All dumpster and permits fees to be included in bids.
- All work to be done in good workmanship manner and done according to all manufactures specifications and warranties – all warranties to be passed on to owner at end of construction.
- Property to meet new construction codes and Energy Star standards. Any questions, contact the City's Building Inspections Department for guidance.
- The contractors are responsible for calling for all necessary City inspections as needed throughout the project and to ensure obtaining an Occupancy Permit when the project is complete.
- Allow Community Development's staff and project manager to inspect throughout the construction process for quality of workmanship during construction.