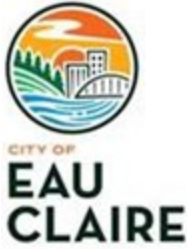




# Introductory Information



**CITY OF EAU CLAIRE, WISCONSIN  
TABLE OF CONTENTS  
PROCUREMENT NO. 2026-11**

**INTRODUCTORY INFORMATION**

- 00 01 10 Table of Contents
- 00 01 15 Drawing Index

**BID INVITATION**

- 00 10 00 Notice of Invitation for Bids

**SPECIFICATIONS**

- 1000 Specifications

**PROCUREMENT REQUIREMENTS**

- 00 20 00 Instructions & Information to Bidders
- 00 40 00 Procurement Forms and Supplements
  - 00 41 00 Bid Form
  - 00 41 13 Schedule of Prices
  - 00 43 13 Bid Security Form
  - 00 43 36 Subcontractor & Material List

**CONTRACTING REQUIREMENTS**

- 00 50 00 Agreement Form
- 00 60 00 Bonds & Certificates
  - 00 61 10 Corporate Certificate
  - 00 61 13 Performance & Payment Bond
  - 00 62 16 Certificate of Insurance

**OTHER CONTRACT PROVISIONS**

***STANDARD GENERAL CONDITIONS AND SPECIFICATIONS FOR STREET AND UTILITY CONSTRUCTION*** \*This manual is adopted by reference and made a part of this contract as if fully set forth herein. Note: To view this manual, please visit our website <https://www.eauclairewi.gov/government/our-divisions/purchasing>

*It contains:*

- 0700 Conditions of the Contract
- 2100 Site Preparation
- 2200 Excavation and Embankment
- 2230 Aggregate Base
- 2270 Bank Stabilization
- 2300 Jacking and Boring
- 2400 Concrete Paving
- 2500 Asphaltic Paving
- 2600 Water Main

**CITY OF EAU CLAIRE, WISCONSIN  
TABLE OF CONTENTS  
PROCUREMENT NO. 2026-11**

**OTHER CONTRACT PROVISIONS CONTINUED:**

<b>2700</b>	Sanitary and Storm Sewer
<b>2900</b>	Restoration
<b>9900</b>	Painting Steel Structures
<b>16500</b>	Street Lighting
<b>16570</b>	Traffic Signals
<b>00 90 00</b>	Revisions, Clarifications, and Modifications

**0850 - DRAWINGS**

The following list of plans shall be considered part of the bidding documents for Contract 2026-11, CW Milling & Asphalt Paving.

	<u>Page</u>
Quantities .....	1
General Notes.....	2
Typical Sections.....	3
Vine Street .....	4-8
North Lane .....	9-14
Mercury Avenue .....	15
Eddy Lane .....	16-18
Erosion Control.....	E1,E2

# Bid Invitation

CITY OF EAU CLAIRE, WISCONSIN  
NOTICE OF INVITATION FOR BIDS

Sealed bids, submitted in accordance with the Invitation for Bids for **Procurement No. 2026-11, City Wide Milling and Asphalt Paving** must be received in the Office of the City Purchasing Manager at 203 S. Farwell Street by **2:00 PM Local Time on March 10, 2026.**

All bids will be publicly opened at that time in the City Council Chambers, City Hall, 203 South Farwell Street, Eau Claire, Wisconsin and may be attended virtually (virtual meeting information below):

**Join:**

<https://teams.microsoft.com/meet/22040376967100?p=kntR6dmKZ1FMJGnukY>

Meeting ID: 220 403 769 671 00

Passcode: 2Kf6cb2H

**Dial in by phone**

[+1 872-215-6840](tel:+18722156840), [115366198#](tel:+115366198) United States, Chicago

[Find a local number](#)

Phone conference ID: 115 366 198#

The work for which bids are requested consists of approximately 6,385 lineal feet of street construction, consisting of traffic control, bituminous pavement removal, milling of bituminous pavement, sawing, concrete curb and gutter repairs, concrete sidewalk repair, pedestrian ramp construction, preparation of aggregate base course, bituminous pavement, lawn restoration, and epoxy pavement marking.

5% bid security is required.

To obtain a copy of the bid documents related to this notice visit [www.demandstar.com](http://www.demandstar.com)  
For questions regarding this project contact the Purchasing office, 203 S. Farwell Street, P.O. Box 5148, Eau Claire, WI 54702-5148, telephone (715) 839-4957.

# Specifications

**CITY OF EAU CLAIRE**  
**S P E C I F I C A T I O N S**

**DIVISION 1000 - SPECIAL PROVISIONS**

**1000.1 – DESCRIPTION**

The Contractor shall comply with these Special Provisions for **Project 2026-11, City Wide Milling and Asphalt Paving**, which are of special importance for the successful completion of this project.

**1000.2 - SCOPE OF WORK**

Vine Street, from Deblene Lane to N. Clairemont Avenue. Construction on Vine Street shall consist of traffic control, saw cutting, spot repair curb and gutter, spot repair sidewalks, pedestrian ramp installation, restoration adjacent to concrete repairs, milling 2-inches of bituminous pavement, paving 2-inch asphaltic concrete surface, epoxy pavement marking, and lawn restoration.

North Lane, from Neptune Avenue to Starr Avenue. Construction on North Lane shall consist of traffic control, saw cutting, spot repair curb and gutter, spot repair sidewalks, pedestrian ramp installation, restoration adjacent to concrete repairs, milling 2-inches of bituminous pavement, paving 2-inch asphaltic concrete surface, epoxy pavement marking, and lawn restoration.

Mercury Avenue, from State Highway 312 to Starr Avenue. Construction on Mercury Avenue shall consist of traffic control, saw cutting, spot repair curb and gutter, spot repair sidewalks, pedestrian ramp installation, restoration adjacent to concrete repairs, milling 2-inches of bituminous pavement, paving 2-inch asphaltic concrete surface, epoxy pavement marking, and lawn restoration.

Eddy Lane, from North Hastings Way to Abbe Hill Drive. Construction on Eddy Lane shall consist of traffic control, saw cutting, spot repair curb and gutter, spot repair sidewalks, pedestrian ramp installation, restoration adjacent to concrete repairs, milling 2-inches of bituminous pavement, paving 2-inch asphaltic concrete surface, epoxy pavement marking, and lawn restoration.

### **1000.3 – EROSION CONTROL**

The Contractor shall adhere to Chapter 19.20 of the City Code of Ordinances for all erosion control measures as required or directed. Installation and maintenance of all erosion control measures shall be considered incidental to construction, unless specifically outlined in these special provisions.

#### **1000.3.1 - Inlet Protection**

The Contractor shall adhere to all Wisconsin DNR Standards when providing inlet protection. Inlet protection shall be Type D-RF and shall be measured and paid for as Bid Item No. 628.0400, Inlet Protection, on the per each basis. All inlets shall have Type D-RF inlet protection unless otherwise directed not to. Only Type D-RF inlet protection shall be paid under the Inlet Protection Bid Item. The total quantity for inlet protection shall not exceed the number of existing inlet structures within the limits of construction, plus any immediate inlets downstream from any construction activity, that are outside the construction limits.

### **1000.4 - TIME OF COMPLETION AND PROJECT SCHEDULE**

#### **1000.4.1 – Start Dates**

The Contractor shall submit a schedule of proposed work for approval. The schedule shall have approximate start dates and a timeline for construction activities and be submitted a minimum of two weeks prior to beginning any construction.

No work shall begin on any of the following streets, prior to Monday, May 18, 2026.

- Vine Street
- North Lane
- Mercury Avenue
- Eddy Lane

#### **1000.4.2 Completion Dates**

All streets to be constructed under Contract 2026-11, shall be completed by Friday, October 16, 2026.

### **1000.4.3 – Coordination with Other Projects**

Work on the following streets shall be coordinated with other City of Eau Claire projects:

- Mercury Avenue – Coordinate milling and paving with Marquette Street construction. Anticipated completion in September 2026.
- Vine Street – Coordinate milling and paving with Dorret Road construction. Anticipated completion in September 2026.

### **1000.4.4 – Project Calendar Days**

The allowed time for each street, from the beginning of construction to completion of the street, is listed below. The listed project calendar days do not supersede the requirement to complete the construction of all improvements by the identified project completion date. Time is of the essence for the completion and coordination of each project. Days shall be consecutive.

- Vine Street – 14 days
- North Lane – 21 days
- Mercury Avenue – 7 days
- Eddy Lane – 14 days

The Contractor shall request, in writing, an extension of the project time or the final completion date should additional time be required to complete the entire contract. This request shall be submitted to the City Engineer prior to the lapsing of the project or contract completion times.

The request shall include reasons why the project time extension is warranted. The City Engineer shall decide if circumstances warrant an extension. The City Engineer's decision shall be final.

## **1000.5 – HOLIDAY AND WEEKEND WORK RESTRICTIONS**

### **1000.5.1 – Holiday Restrictions**

No work shall be permitted on the following dates:

- Monday, May 25, 2026
- Friday, July 3, 2026

- Monday, September 7, 2026

### **1000.5.2 – Weekend Restrictions**

No work shall be permitted on Saturday or Sunday without the prior approval of the Engineer. The Contractor shall submit a request to work on a Saturday or Sunday a minimum of 48-hours in advance.

## **1000.6 – CONSTRUCTION**

### **1000.6.1 – Construction Under Traffic**

All streets under Contract 2026-11 shall be constructed under traffic. The Contractor shall use flaggers, barrels or other traffic control devices to maintain traffic in both directions, always. Advanced warning signs shall be placed as required for construction activities including flagging, lane closures, uneven pavements and any other signage as directed. All construction signing for lane closures and flagging etc. shall follow the requirements of the Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD).

### **1000.6.2 – Concrete Repairs**

All concrete repairs are to be completed under traffic, with lane closures as required. The Contractor shall complete all concrete repairs and asphalt patching at curb repairs prior to milling the roadway. Concrete repairs shall be done to minimize traffic impacts, and traffic must be maintained in both directions at all times, for all streets. The Contractor shall remove only boulevard/yard areas necessary to complete the concrete repairs and any additional damage to the boulevard or yards shall be repaired by the Contractor at its own expense. All concrete work, and asphalt patching shall be completed prior to milling and paving operations.

### **1000.6.3 – Milling and Paving**

The Contractor shall schedule milling operations immediately following completion of all concrete repairs. Paving shall be completed within 48 hours of milling. Pavement marking shall be completed during non-peak hour times and shall be scheduled to follow paving at the soonest time possible.

Access for residents and businesses within the construction zone shall be maintained at all times or as directed.

## **1000.6.4– Additional Requirements**

### **1000.6.4.1 – Mercury Avenue**

Milling and paving on Mercury Avenue shall be done during night-time hours (10pm to 5am) to limit impacts on traffic entering and exiting from State Highway 312. Concrete work, asphalt patching, and restoration can be done during daytime hours.

## **1000.7 - LIQUIDATED DAMAGES**

This section shall modify the General Conditions, Section 0700.12, Liquidated Damages by adding the following paragraph:

The Contractor shall complete the work as required in Section 1000.4. The amount to be deducted as liquidated damages if the Contractor fails to complete a street in the time allowed shall be \$500.00 per calendar day (Section 0700.12, Liquidated Damages of the General Conditions of the Contract). Completion shall be when final restoration and clean-up is complete.

## **1000.8 - COORDINATION**

### **1000.8.1 - Weekly Coordination Meeting**

A weekly coordination meeting shall be conducted at a mutually agreed upon location for the purpose of updating schedules and coordinating construction activities between all involved parties.

### **1000.8.2 - Water Utility Coordination**

The Contractor shall coordinate construction with the City Water Utility if existing water valves and/or valve box sections need replacing within the construction limits. Any valve boxes damaged during construction shall be replaced prior to final paving, at the Contractors expense.

### **1000.8.3 - Private Utility Coordination**

The Contractor shall coordinate all construction activity with Xcel Gas, Xcel Electric, Charter Communications, AT&T, TDS Telecom, and any other private utility company that has utilities within the project area.

## **1000.9 - SPECIFICATIONS UPDATE**

Contractors and bidders should be aware that many of the specifications may have been amended, modified, and rewritten from previous years. Special attention should be given to construction methods, permitted materials, and methods of measurement and payment. By submission of a bid, the Contractor acknowledges that he has read and understands the specifications and all information contained in the contract.

## **1000.10 - EXISTING UTILITIES**

The locations of existing underground utilities are unknown, and it is the responsibility of the Contractor to locate and protect any existing utilities encountered during construction. The local utilities, as well as the City of Eau Claire, are members of Diggers Hotline. The Contractor shall notify Diggers Hotline prior to commencement of work.

## **1000.11 - ESTIMATED QUANTITIES**

The estimated quantities shown on the proposal form times the unit price bid will be used to determine the low bidder for the purpose of contract award. The City reserves the right to increase or decrease the amount of any quantity without a change in the unit bid price. The City does not guarantee that the quantities given on the Bid Form are exact and will not take delivery of excess materials at the completion of the contract. The City will not make progress payments for delivered materials not yet incorporated into the work for this contract.

## **1000.12 - SWEEPING OF ROADWAY**

Sweeping of the street surface after milling pavements, or prior to successive lifts of asphaltic concrete pavement, shall be the responsibility of the Contractor and shall be done to the satisfaction of the Engineer. Any areas requiring additional sweeping will be corrected prior to commencing paving operations. Sweeping shall be considered incidental to paving operations.

## **1000.13 - ACCESS TO BUSINESSES AND RESIDENTIAL DRIVES**

### **1000.13.1 - Access to Businesses and Residential Drives**

Access to all adjacent business and residential properties will be maintained during construction as directed by the Engineer. All temporary measures to maintain

access shall be considered incidental to the construction. Any inconvenience to the public which is determined to be inappropriate shall be corrected immediately by the contractor.

## **1000.14 - TRAFFIC CONTROL**

### **1000.14.1 – Traffic Control General**

The Contractor shall be responsible for all barricading of the construction site, lane closures, all signage and maintenance, all advanced warning devices, providing and installing all temporary “No Parking” signs, providing flagging personnel and other traffic control devices as directed by the Engineer. The cost for providing and maintaining all traffic-related controls shall be included in the bid price for Bid Item No. 643.0100, Traffic Control, on the lump sum basis for all streets under this contract.

### **1000.14.2 – Traffic Control Maintenance**

The Contractor shall be responsible for the maintenance of all detour signage, road closure barricades and advance warning signs. All devices shall be in good condition and anchored as to not blow down in moderately windy conditions. Signs and barricades shall be inspected daily. Any damaged or defective barricades, signs or other devices shall be replaced immediately. Providing, installing and maintaining advanced warning signs, road closure signs, barricades and other traffic control devices shall be considered incidental to construction.

### **1000.14.3 – No Parking Signs**

The Contractor shall be responsible for providing “No Parking” signs on all projects as needed, to complete the work. Signs must be installed a minimum of 24 hours prior to beginning any work, to be enforceable. The beginning date and end date for the no parking shall be printed on each sign. Signs and placement shall follow MUTCD guidelines. The Contractor shall remove all signs when no longer needed.

## **1000.15 – SAWING**

Bid Item No. 690.0100, Sawing, shall include; saw cutting all bituminous pavements and driveways, bituminous parking lots, concrete sidewalks, concrete driveways and concrete curb and gutter. All saw cuts shall be full depth as marked in the field or as directed.

Saw cuts can be made on streets prior to other work beginning, provided traffic is safely maintained at all times. The Contractor shall give the City a minimum of 48-hour notice prior to beginning saw cutting.

## **1000.16 – SITE CLEANLINESS AND REFUSE CONTAINERS**

The Contractor shall provide waste containers (dumpsters or waste receptacles) on site for the placement of all waste from construction activities. The Contractor's employees and all subcontractors and employees shall place waste in receptacles. No waste shall be left on the street or buried within excavations or any other areas. Smaller waste containers shall be removed at the end of each day. Larger containers shall be emptied on a weekly basis, or as directed.

## **1000.17 – HMA PAVEMENT**

### **1000.17.1 – Materials**

All materials for HMA pavements shall conform to WisDOT Specifications Sections 450, 455, & 460 except as noted within this specification.

### **1000.17.2 – Asphaltic Surface**

Omit WisDOT Section 460.2.8

### **1000.17.3 – Asphaltic Material**

Asphaltic material must comply with WisDOT Section 455 except for the following:

- Omit WisDOT Section 455.2.2
- Omit WisDOT Section 455.2.3

### **1000.17.4 – Mix Design**

Submit an asphalt mix design in accordance with WisDOT Section 460.2.7 to the Engineer 1-week prior to any paving operations.

### **1000.17.5 – Application**

Pavement construction shall conform to the general provisions of WisDOT 450.3 except for the following:

- Omit WisDOT Section 450.3.2.1.1
- Omit WisDOT Section 450.3.2.1.2
- Omit WisDOT Section 460.3.3. “Ordinary Compaction” per WisDOT 450.3.2.6 is still applicable.
- Pavement shall be installed in multiple lifts, unless plan requires one lift.
- Paving after October 15<sup>th</sup> shall be allowed only at the Engineer’s approval.

#### **1000.18 – COMPLETION OF PUNCH LIST ITEMS**

The City shall provide a punch list of items to be completed from the previous year’s construction to the Contractor no later than June 1<sup>st</sup> of the following year. All items on the punch list shall be repaired by August 1<sup>st</sup> in the same calendar year that the punch list is given to the Contractor. Any item that is not repaired by August 1<sup>st</sup> will be repaired by another Contractor selected by the City and the actual cost of the repair will be deducted from money owed to the Contractor.

# Procurement Requirements

# **CITY OF EAU CLAIRE WISCONSIN**

## **INSTRUCTIONS AND INFORMATION TO BIDDERS**

### **DEFINITIONS**

The "Bid Document", hereinafter abbreviated BD, means all documents identified in the Bid Document Table of Contents for this project, and any other documents attached and/or incorporated by reference, utilized for soliciting bids. "City" means City of Eau Claire, Wisconsin. "Owner" means City of Eau Claire, Wisconsin.

### **EXAMINATION OF BIDDING DOCUMENTS**

Prospective Bidders are herewith furnished with all documents listed in the BD Table of Contents (TOC) except where noted.

All prospective Bidders, before submitting a bid, shall carefully read the BD which contains provisions applicable to Bidders, successful Bidders and subcontractors.

The prospective Bidders, after careful examination of the BD, may make written request to the City Purchasing Manager for interpretation or correction of any ambiguity, inconsistency or error discovered. The City will issue any interpretation or correction as an Addendum to the BD. Only written interpretation or correction by addendum shall be binding. No prospective Bidder shall rely upon any interpretation or correction given by any other method. All written requests shall be submitted no later than 10 calendar days prior to the bid receipt deadline. A reasonable time prior to the bid receipt deadline, any addenda will be mailed or delivered to each prospective bidder recorded by the owner as having received the BD and will be available for inspection wherever the BD is kept available for that purpose.

Prospective Bidders on construction projects or projects where installation of supplies is required shall carefully inspect the proposed work site. By virtue of submitting a bid, the Bidder declares that he or she has investigated and is fully aware of the conditions to be encountered, the character and quantity of the work to be performed, the materials to be furnished and the finished product that is expected and that he understands all the requirements of the BD and further, accepts the conditions at the construction or installation site as they exist and warrants and represents that the requirements of the BD can and will be performed under such conditions.

## **PREPARATION AND SUBMISSION OF BIDS**

Complete only those forms located in the section titled "Procurement Requirements" unless instructed otherwise elsewhere in the BD. Forms located in the section titled "Contract Forms" will be completed after award of contract by the successful bidder only.

Bids received without the required bid security will be non-responsive and will not be considered. The penal amount of the bid security shall be for the amount indicated on the Notice of Invitation for Bids. A Bid Bond, bank money order, or bank cashier's check are acceptable forms of bid security. Only bonds whose surety is licensed to underwrite contracts in Wisconsin are acceptable. Bid security in the form of cashier's checks or money orders submitted by the apparent low and second low bidder will be retained until execution of the contract documents. Bid security (except bonds) from all other bidders will be returned as soon as possible after the award of contract.

Bids must be submitted using the forms furnished in the BD in order to receive consideration. Unless instructed otherwise, elsewhere in the BD. Only those forms located in the "Procurement Requirements" section of the BD and the Table of Contents page need be submitted at the time of bidding.

The blank spaces for each and every item in the Bid Form(s) must be filled in correctly and legibly and in ink if by hand or typewritten. Where both written and numerical prices are required the written words shall govern in case of a discrepancy. Unit prices shall govern in case of any error in extension of the unit prices.

The Bid Form shall be signed in ink, by the individual (if a Proprietorship), by one or more members of the partnership (if a Partnership), or by one of the Officers of the Corporation (if a Corporation) or the bidder's duly authorized agent.

Prices, terms and conditions bid shall be firm for acceptance for a period of sixty (60) days from the bid receipt closing date and time.

Bids may be rejected for alterations of the form, additions to the form, insertion or submission of bids for alternates not requested on the form, incomplete bids, erasures and irregularities of any kind.

Each Bid, together with the required bid security shall be enclosed in an envelope and submitted to:

**U.S. Mail:**

Purchasing Department  
City of Eau Claire  
PO Box 5148  
Eau Claire, WI 54702-5148

**Hand Delivery, UPS, FedEx, etc.:**

Purchasing Department  
City of Eau Claire  
203 S Farwell Street  
Eau Claire, WI 54701

before the receipt deadline indicated in the Notice of Invitation for Bids. The envelope must be sealed before it is submitted. The following information must be placed on the face of each sealed envelope containing a bid:

Bid for Procurement No. \_\_\_\_\_  
To be submitted by: Date \_\_\_\_\_ Time \_\_\_\_\_  
Name of Bidder: \_\_\_\_\_  
Address of Bidder: \_\_\_\_\_

Bids submitted after the bid receipt closing date and time will be returned unopened to the company submitting the bid. Bids are received only in the Office of the Purchasing Manager. Bids will not to be accepted at the bid opening location.

Facsimile Bids: Unless specifically allowed elsewhere in the Invitation For Bids (IFB), a bid submitted by facsimile directly to a City employee or to a City office is unacceptable. A bid may be faxed to a third party (not a City office or employee) for proper packaging and delivery. The third party must place the bid in an appropriately identified, sealed envelope and submit it to the place where bids are received prior to the bid receipt closing. The original of the faxed bid must be received in the office of the City Purchasing Manager within 48 hours after the bid receipt deadline.

**WITHDRAWAL OF BIDS**

The bidder may withdraw a bid provided the request is in writing and is in the hands of the City Purchasing Manager before the bid receipt closing date and time. Any bid withdrawn will be returned to the bidder, unopened, after the bid receipt closing date and time has passed and the other bids have been made public.

**PUBLIC OPENING OF BIDS**

Bids will be opened and made public at the location, date and time indicated in the Notice of Invitation for Bids. Bidders or their authorized agents are invited to be present.

## **CONSIDERATION OF BIDS**

After the bids are opened and made public, they will be audited for mathematical errors and the results will be made public. Until the award is made, however, the City reserves the right to reject any or all bids and waive irregularities and technical errors as may be deemed in the best interest of the City. Award shall be effective only after the selected bidder receives the Notice of Award signed by the Purchasing Manager. Any work performed for this project by the successful bidder prior to award shall be at the successful bidder's own expense in the event award does not occur.

A bid may be considered non-responsive if a bidder fails to follow any of the instructions or the bid fails, in the City's opinion, to meet the intent or requirements of the BD.

A bidder may be considered irresponsible if, in the opinion of the City, the bidder lacks sufficient experience with similar contracts, the bidder's record of dependability in completing other contracts is unsatisfactory, or if it appears the probability of the contract being carried to successful completion within the time specified and by the methods and with the equipment the bidder proposes to use is in doubt. A bidder may also be considered irresponsible if he or she has been debarred or suspended for any reason by another government agency or jurisdiction.

A contract may not be awarded to any bidder whose proposed supplies, services or construction does not, in the opinion of the City, conform to the intent of the specifications.

Any or all bids will be rejected if there is reason to believe collusion exists among the bidders.

## **NOTICE OF AWARD**

All prime bidders may call the City purchasing office at 715.839.4957 to receive the desired information.

## **CONTRACT EXECUTION**

Failure to execute a contract and file the required performance and payment bond (if required) within ten (10) days after receiving the Notice of Award will be just cause for the annulment of the award and forfeiture of the bid security to the City not as a penalty but as liquidated damages.

The successful bidder is required to provide a performance and payment bond in the form and in the amount specified in the General Conditions of the Contract, unless specified elsewhere in the BD. The surety of the bond shall be licensed to underwrite contracts in the State of Wisconsin.

## **ACCEPTANCE AND QUALITY**

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all supplies bid, together with samples, which samples may be subjected to the tests provided for in the BD, to determine their quality and fitness for their intended use. All materials, supplies and equipment bid shall be new, unused and of the most recent production unless otherwise permitted in the BD.

The construction, services or supplies furnished as a result of the bid shall remain the property of the Contractor until accepted in writing by the City or until final payment is made, whichever occurs first.

## **COPYRIGHT AND PATENT RIGHTS**

The bidder warrants by bidding that there is no violation of copyrights or patent rights in manufacturing, producing or selling the supplies shipped or ordered as a result of this bid. The bidder agrees to hold harmless the City and its employees, agents and assignees from any and all liability, loss or expense including defense costs occasioned by violation of copyright or patent rights.

## **PRODUCT/MATERIAL SUBSTITUTIONS**

Each bidder, by submitting a bid, represents that his/her bid is based upon the construction, supplies and services described in the BD. The bidder shall not offer a substitute or base a bid on any supply, service or construction other than that described in the BD.

A bidder may request that substitution of an "equal" product be considered and allowed. Such request must be submitted in writing to the City Purchasing Manager for review and evaluation at least ten (10) calendar days prior to the bid receipt closing date and time. Each such request shall include a complete description of the proposed substitute and the specified construction, supply or service for which it is to be substituted. This description must include drawings, cuts, performance and test data and any other descriptive information needed for a complete evaluation. If the City approves any proposed substitution as equal, such approval will be set forth in a written addendum to each prospective bidder recorded by the City as having received the BD and the addendum will be available for inspection wherever the BD is kept available for that purpose.

Approval by the City of a manufacturer for specified items shall not be deemed approval of all products of models that the manufacturer can furnish, but only the specific product which is approved as equal to the item originally specified. If unforeseen revisions to Work or the design are required by the substitution, the cost of such revisions shall be borne solely by the contractor who chooses to use the substitution. It shall be the responsibility of the Contractor using such substitution to properly notify other contractors as to the effect of such substitution on their work. Costs for which the Contractor is responsible shall include but are not limited to the following:

1. Additional work by other contractors;
2. Additional design time required to modify the plans;
3. Changes to the building structure or room size;
4. Additional associated devices, connections, wiring, etc.

No substitutions will be allowed after the bid receipt closing date and time except by written change order and then only for circumstances defined in the General Conditions. The City may require substitutions for reasons determined to be in its best interest.

Brand names are used to establish general characteristics and standards of quality and performance. They are not used to limit competition. Bidders are encouraged to request substitutes they consider equal to what is specified. All such requests must be submitted in writing at least ten days prior to the bid submission deadline.

## **SCHEDULE OF QUANTITIES & PRICES**

A schedule of quantities included in the Bid Form is stated with as much accuracy as is possible in advance, is approximate only and is used solely for the purpose of comparing the bids. The basis for payments to the contractor will be the quantities determined by measurement of work actually performed or counts of supplies actually required by the City and furnished by the Contractor. Such measurements and counts are to be furnished by the Contractor and verified by the City. The City will not pay for more than it orders.

## **NON-RESIDENT CONTRACTORS**

All non-resident contractors are required to comply with the requirements of 71.10 (14) Wisconsin Statutes (Income and Franchise Taxes).

## **UNEMPLOYMENT COMPENSATION**

The attention of all bidders is called to the Unemployment Reserves and Compensation Act, Chapter 108, Wisconsin Statutes, which may be applicable in performance of the work under this contract.

## **PROVISIONS FOR FEDERALLY ASSISTED PROJECTS**

Procurement requirements for projects funded wholly or in part by the Federal Government are affected by certain rules and regulations depending on the amount of money contributed by the U.S. Government. These provisions, if included in the project, will be found elsewhere in the BD. Please read these provisions carefully prior to submitting a bid.

## **INDEMNITY AND HOLD HARMLESS – LIABILITY AND DAMAGE**

It is agreed that the Contractor shall indemnify and hold harmless the City, its employees, officers, officials, and agents from and against all claims, suits, liens, damages, losses, and expenses for injury, loss or damage without limitation, except in a situation of the City's sole negligence as provided below, arising out of or related to this agreement and from the performance of any and all work or services there under. Contractor shall so indemnify and hold harmless the City and indemnitees regardless of whether or not damages for injury to any property or any person are due to or claimed to be due to any active or passive negligence of the City or other indemnitee, except only such loss, claim or damage as shall have been proven, determined and found by a court of competent jurisdiction to have been proximately caused by the sole negligence of the City or other indemnitee.

It is further agreed that the Contractor shall have the duty to defend the City, its employees, officers, officials, and agents, from and against any and all claims, suits, and any other action covered by the Indemnity and Hold Harmless provision stated above. At the sole option of the City, Contractor shall either immediately upon written request defend the City or other indemnitee with appropriate legal counsel and shall bear all costs and expenses, including attorney fees, in the defense of any previously stated claim, suit, or action or shall reimburse the City for attorney fees and other expenses incurred by City in defending the same, said payment due within 30 days of written notice to Contractor accompanied by an accounting of the claimed fees and expenses. Payments past due are, in addition to all other remedies available in law or equity, subject to twelve percent (12%) annual interest applied pro rata from the date payment was due until the date it is received by the City.

The terms and conditions and obligations upon Contractor stated above shall survive delivery or completion by Contractor of any goods and supplies or services and construction required by the Agreement, and shall further survive any acceptance of the same by the City.

## **2005 WISCONSIN ACT 181**

Effective May 1, 2007 employers performing work on public work construction projects in Wisconsin for municipal government and state building projects will be required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Act 181. The Department of Workforce Development is not responsible for enforcement of this law or authorized to answer questions concerning the provisions of Act 181. For legal advice on complying with Act 181 you may wish to consult with a private attorney.

## **2015 WISCONSIN ACT 126**

AN ACT *to create* 77.54 (9m) of the statutes; relating to: a sales and use tax exemption for building materials that become a part of a facility for a local unit of government or nonprofit organization.

*The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:*

**SECTION 1.** 77.54 (9m) of the statutes is created to read:

77.54 (9m) The sales price from the sale of and the storage, use, or other consumption of tangible personal property, or items or property under s. 77.52 (1) (b) or (c), sold to a construction contractor who, in fulfillment of a real property construction activity, transfers the tangible personal property, or items or property under s. 77.52 (1) (b) or (c), to an entity described under sub. (9a) (b), (c), (d), (em), or (f), if such tangible personal property, or items or property, becomes a component of a facility in this state that is owned by the entity. In this subsection, "facility" means any building, shelter, parking lot, parking garage, athletic field, athletic park, storm sewer, water supply system, or sewerage and waste water treatment facility, but does not include a highway, street, or road.

**SECTION 2. Initial applicability.**

(1) This act first applies to contracts entered into on January 1, 2016.

**SECTION 3. Effective date.**

(1) This act takes effect on January 1, 2016.

CITY OF EAU CLAIRE, WISCONSIN

PROCUREMENT NO. 2026-11

**BID FORM**

TO: Purchasing Manager  
CITY OF EAU CLAIRE  
203 S. Farwell Street  
PO Box 5148  
Eau Claire, WI 54702

I/We (hereinafter called the Bidder) having examined the site(s) of the proposed work and being familiar with local conditions, hereby propose to furnish all labor, materials, tools, equipment, skill and all else necessary for completion of construction. All work shall be in accordance with the Bid Document prepared for this project by the City of Eau Claire.

I/We hereby swear and affirm under penalty of law the following:

1. That I am the Bidder (if the Bidder is a sole proprietor) or a partner (if the Bidder is a Partnership) or an officer or employee of the bidding corporation having authority to sign this document on its behalf;
2. That this bid has been prepared independently, and is submitted without collusion, agreement, understanding or planned common course of action or any other action designed to limit competition; with any other vendor of the supplies, services or construction for the work described;
3. That the contents of this bid have not been communicated to any person who is not an employee or agent of the bidder and will not be communicated to any such person prior to the official opening of the bid; and
4. That I/We are fully informed regarding the accuracy of the statements made in this Bid Form.
5. That I/We will enter into a contract to furnish the labor, materials, tools, equipment, skill and all else necessary for a completed project for consideration of the prices offered in the Schedule of Prices included with the Bid Forms.

All addenda shall become a part of the IFB. The Bidder hereby acknowledges receipt of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

The Schedule of Prices (00 41 13) is hereby attached and made a part of the bid form.

BID SUBMITTED BY:            DATED: \_\_\_\_\_

\_\_\_\_\_ (Name of Company)

\_\_\_\_\_ (Street Address)

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

\_\_\_\_\_ (Telephone Number)

\_\_\_\_\_ (FAX Number)

(    ) (An Individual)

(    ) (A Partnership)

(    ) (A Corporation)

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

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Email Address)

SCHEDULE OF PRICES

CITY OF EAU CLAIRE, WISCONSIN

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT
204.0110	REMOVE ASPHALTIC SURFACE	280.00	SY	-	-
204.0150	REMOVE CURB AND GUTTER	800.00	LF	-	-
204.0155	REMOVE CONCRETE SIDEWALK	450.00	SY	-	-
211.0700	PREPARATION OF AGGREGATE BASE	495.00	SY	-	-
305.0140	CRUSHED AGGREGATE BASE COURSE	16.00	CY	-	-
455.0605	ASPHALTIC MATERIAL FOR TACK COAT	2,260.00	GA	-	-
460.1100	HMA ASPHALT PAVEMENT, 3 LT 58-28 S	68.00	TN	-	-
460.1110	HMA ASPHALT PAVEMENT, 4 MT 58-28 S	3,255.00	TN	-	-
490.0200	SALVAGED ASPHALTIC PAVEMENT, MILLING	25,700.00	SY	-	-
601.0411	CONCRETE CURB AND GUTTER, 30-INCH, TYPE D	800.00	LF	-	-
602.0405	CONCRETE SIDEWALK, 4-INCH	1,130.00	SF	-	-
602.0415	CONCRETE SIDEWALK, 6-INCH	2,495.00	SF	-	-
602.0515	CURB RAMP DETECTABLE WARNING FIELD, NATURAL PATINA	316.00	SF	-	-
628.0400	INLET PROTECTION	55.00	EA	-	-
630.0520	LAWN REPLACEMENT, TYPE C (SEEDING)	925.00	SY	-	-
643.0100	TRAFFIC CONTROL	1.00	LS	-	-
646.0106	PAVEMENT MARKING, 4-INCH, EPOXY	3,975.00	LF	-	-
647.0166	PAVEMENT MARKING, ARROWS, TYPE 2, EPOXY	2.00	EA	-	-
647.0770	PAVEMENT MARKING, CROSSWALK, 10-INCH, EPOXY	482.00	LF	-	-
647.0566	PAVEMENT MARKING, STOPLINE, 18-INCH, EPOXY	30.00	LF	-	-
647.0780	PAVEMENT MARKING, BLOCK STYLE CROSSWALK, 24-INCH, EPOXY	216.00	LF	-	-
690.0100	SAWING	1,470.00	LF	-	-
<b>TOTAL BID AMOUNT</b>					<b>-</b>

**BID BOND**

S 62.15, Wis. Statutes

**BOND NO.** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** that \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called **Principal** and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called **Surety**, are held and firmly bound unto the City of Eau Claire, 203 S. Farwell Street, Eau Claire, Wisconsin, 54702-5148, hereinafter called **Owner**, in the penal sum of \_\_\_\_\_% of the total bid amount in good and lawful money of the United States of America for which payment we bind ourselves, our successors, heirs, executors and administrators, representatives and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Month) (Year)

**THE CONDITION OF THIS OBLIGATION** is such that whereas the above **Principal** has this day filed a bid with the **Owner** for doing of the following public work to wit:

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

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

**NOW, THEREFORE**, if the bid or proposal of said **Principal** shall be accepted, the contract for such work be awarded to the **Principal** thereupon by the said **Owner**, and said **Principal** executes and delivers the proper contract and performance bond upon the terms and conditions of the contract, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

**IN WITNESS WHEREOF**, said **Principal** and said **Surety** have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Month) (Year)

Principal:

\_\_\_\_\_  
(Business Name)

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

\_\_\_\_\_  
(Name Type or Printed)

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

Surety:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature) (Attorney in Fact)

\_\_\_\_\_  
(Name Typed or Printed)

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

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

NOTE: Attach Power of Attorney.

NOTE: Surety Company must be authorized to transact business in Wisconsin.

**List of Sub-Contractors and Material Suppliers**

<u>Item</u>	<u>Sub-Contractor/Supplier</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

# Contracting Requirements

**CITY OF EAU CLAIRE, WISCONSIN**  
**AGREEMENT**

THIS AGREEMENT, entered into by and between the City of Eau Claire, Wisconsin, hereinafter called the Owner, and \_\_\_\_\_ hereinafter called the Contractor, doing business as (Check One):

Individual       Partnership       Corporation       LLC

in the State of \_\_\_\_\_.

WITNESSETH, that the owner and Contractor agree as follows:

**ARTICLE I:**      Scope of Project. The Contractor shall complete all work for Procurement No. 2026-11, City Wide Milling and Asphalt Paving , in accordance with all documents shown in the Contract Table of Contents attached hereto.

**ARTICLE II:**      Contract Time. Contractor agrees to complete the work no later than specified in Division 1000 – Special Provisions, Section 1000.4 – Time of Completion and Project Schedule.

**ARTICLE III:**      Contract Price. In consideration for the satisfactory completion of the work in accordance with the contract documents, the owner shall pay the Contractor in accordance with the schedule of prices.

**ARTICLE IV:**      Sole Agreement. The Contract, including the documents specified in Article I, constitutes the entire agreement between the Owner and the Contractor.

**CITY OF EAU CLAIRE, WISCONSIN**

**AGREEMENT (Continued)**

The parties named herein witness and execute this agreement on \_\_\_\_\_.  
(This date must be the same as the date on the Performance Bond)

Corporate Seals

CONTRACTOR:

\_\_\_\_\_  
Name of Contractor

By:

\_\_\_\_\_  
Contractor Authorized Signature

\_\_\_\_\_  
Name and Title Printed

OWNER:

City of Eau Claire, Wisconsin

By:

\_\_\_\_\_  
Purchasing Manager

\_\_\_\_\_  
City Manager

CITY OF EAU CLAIRE, WISCONSIN

**CORPORATE CERTIFICATE**

I certify that \_\_\_\_\_, who signed the Agreement Form on  
Name of individual who signed Agreement Form

behalf of the contractor was then \_\_\_\_\_ of said corporation and that the  
Title

contract was duly signed for and on behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Signature (**Must be an officer of the company**) other than the person who signed the Agreement Form.

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

**IMPORTANT NOTE: The Agreement Form and the Corporate Certificate must be signed by different officers of the Corporation. The same officer must not sign both forms.**

**PERFORMANCE & PAYMENT BOND**

**S.779.14, Wis. Statutes**

**BOND NO.** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the **City of Eau Claire**, a municipal corporation of the State of Wisconsin, 203 South Farwell Street, Eau Claire, Wisconsin, 54701, hereinafter called **OWNER**, in the penal sum of \_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States of America, to be paid to or on behalf of said **OWNER** for the payment of which sum, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the following public work or improvement:

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

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms and conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such contract, and if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations, supplying the principal with labor and materials in the prosecution of the work provided for in the contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER,** that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and said surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, one of which shall be deemed an original, (number)

this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL (Contractor):**

\_\_\_\_\_ (Seal)  
(Business Name)

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

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

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

**SURETY:**

---

(Company Name)

---

(Signature) (Attorney in Fact)

---

(Signature Typed or Printed)

---

(Address, City, State, Zip)

---

(Telephone Number)

---

(FAX Number)

NOTE: Attach Power of Attorney.

NOTE: The BOND must be dated the same as or later than the date of the Contract. If CONTRACTOR is Partnership, all partners must execute the BOND.

NOTE: Surety Company must be authorized to transact business in Wisconsin.

NOTE: Approval and execution of the contract by the City Manager shall constitute approval of this Performance Bond for the purposes of S.779.14, Wis. Statutes.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A <input type="checkbox"/>						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Eau Claire  
Attention Purchasing  
203 S. Farwell Street  
Eau Claire, WI 54701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# Other Contract Provisions