**SPECIAL PROVISIONS**

**SCOPE OF WORK:**

Bids shall include the furnishing and installation of all labor, materials, permits, equipment, tools, supplies, etc. for complete installation of Seal Coat in accordance with the specifications therefore.

The work under this bid shall be in accordance with the specifications therefore, and shall be executed under the requirements of the State of Wisconsin, Department of Transportation's standard specifications for road and bridge construction, 2019 Edition, the Supplemental Specifications thereto of the Wisconsin Department of Transportation, 2019 Edition and the special provisions as contained in the project specifications prepared for this project.

**PROSECUTION AND PROGRESS:**

The contractor shall begin work not later than thirty (30) days after the date written notification from the Highway Commissioner to do so. All work shall be completed in (30) calendar days. Should the contractor fail to complete the work in the allotted time, there shall be deducted two hundred fifty dollars ($250.00) for each calendar day that the work remains uncompleted. The Sauk County Highway Department shall deduct the above liquidated damages from monies due to the contractor.

**TRAFFIC:**

The sections of County Highways will be open to through traffic. Closure of one lane may be used during daylight hours while flag persons are on duty and appropriate traffic control devices are in place.

**INSURANCE:**

The successful bidder shall not commence work under the contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the owner, nor shall the contractor allow a subcontractor to commence work until all similar insurance required has been so obtained and filed. Each successful bidder shall take out and maintain during the life of his contract such public liability and property damage insurance as shall insure the contractor and owner against legal liability for damages because of bodily injury, sickness or disease, including death resulting therefrom or injury to or under this contract, whether such operations be carried on by the contractor or by anyone directly or indirectly employed by either of them; and the contractor shall take out and maintain, or shall cause each subcontractor performing, or engaging to perform, work covered by this contract to take out and maintain similar public liability and property damage insurance insuring such subcontractor and the owner against legal liability for such damages caused by or arising out of the operations of such subcontractor or caused by anyone directly or indirectly employed by such subcontractor. Each such policy shall include coverage as follows:

 (a) WORKMEN'S COMPENSATION INSURANCE - Statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, and for all employees of the contractor. All subcontractors and all materialmen shall furnish to the contractor and the owner evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.

 (b) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage to include premises and operations; contractor's insurance, products and completed operations coverage, contractual-including some negligence coverage; underground coverage; all subject to the following limits:

 Bodily Injury $5,000,000 per occurrence

 $5,000,000 per aggregate

 Property Damage $5,000,000 per occurrence

 $5,000,000 per aggregate

 (c) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE -

 Operations of owner, hired and non-owned motor vehicles:

 Bodily Injury $500,000 per person

 $1,000,000 per occurrence

 Property Damage $250,000 per occurrence

 (d) OTHER INSURANCE

 1. Include coverage for direct operation, sublet work and contractual liability.

 2. Completed Operations and Products Liability. Maintain in force for two (2) years after final payment.

 3. Contractor is required to carry insurance to cover any damage materials during construction resulting from fire, wind, vandalism, etc.

 NOTE: The required limits of liabilities may be obtained with liability policies or in combination with an umbrella excess third party liability policy.

The bidder shall furnish the owner with Certificates of Insurance for policies written in the contractor's name. All policies written in the contractor's name shall contain an endorsement requiring ten (10) days of advance notice to the owner of cancellation of material change in the policy. Compliance by the contractor with the foregoing requirements as to carrying insurance and furnishing certificates shall not relieve the contractor from liability under this article.

Liability Insurance may be arranged by Comprehensive General Liability and Comprehensive Automobile Liability policies for the full limits required; or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella liability policy.

Contractors shall require sub-contractors not protected under their insurance to take out and maintain workmen’s compensation insurance and insurance of the same kind in amounts specified above. Contractors shall submit evidence of coverage of insurance required.

Contractors shall carry sufficient comprehensive insurance on his equipment at site of work and on route to and from site to fully protect him; contractor shall require same coverage of his sub-contractors. It is expressly understood and agreed that owner shall have no responsibility therefore.

**MATERIAL APPLIANCES, EMPLOYEES:**

Unless otherwise stipulated, the contractor shall provide and pay for all materials, labor, water, tools equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

**PERMITS AND REGULATIONS:**

The owner has secured the DNR Permit. Any other permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor.

The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the drawings and specifications are at variances therewith, he shall promptly notify the owner in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the owner, he shall bear all cost arising therefrom.

**PROTECTION OF WORK AND PROPERTY:**

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury loss arising in connection with this contract. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passage ways, guard fences, lights, and other facilities for protection required by public authority of local conditions.

**INSPECTION OF WORK:**

The owner and his 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.

In the specifications, the owners instructions, laws, ordinances, or any public authority requires any work to be specifically tested or approved the contractor shall give the owner timely notice of its' readiness for inspection, and if the inspection is by another authority than the owner, the contractor shall give this authority timely notice for such inspection and advise the owner of the time for the inspection. Construction covered up without approval or consent of the owner must, if required by the owner, be uncovered for examination at the contractor's expense.

Re-examination of questioned work may be ordered by the owner, and if so ordered, the work must be uncovered by the contractor. If such work be found in accordance with the Contract Documents, the owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the contractor shall pay the costs, unless he shall show that the defect in the work was caused by another contractor, and in that event, the owner shall pay the cost.

**SUPERINTENDENCE-SUPERVISION:**

The contractor shall keep on his work during the progress a competent superintendent and any necessary assistants, all satisfactory to the owner. The superintendent shall represent the contractor in his absence and all directions given to him shall be as binding as if given to the contractor. Important directions shall be so confirmed on written request in each case. The contractor shall give efficient supervision to the work, using his best skill and attention.

If the contractor, in the course of the work, finds any discrepancy between the drawings and physical conditions of locality, or any error omissions in drawings or in layout as given by points and instruction, it shall be his duty to immediately inform the owner in writing, and the owner shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the contractor's risk.

**OWNER STATUS:**

All work shall be done under the general supervision of the owner or his representative. The owner or his representative shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the Contract Documents and extra work orders and shall decide on all questions in connection with the work and upon request the owner shall confirm in writing any oral order, direction, requirement or determination.

**PAYMENTS:**

One payment will be made upon the completion of the work by the contractor and final acceptance of the work included under this contract by the Sauk County Highway Commissioner.

The acceptance by the contractor of the Final Payment shall be, and shall operate as, a release to the owner, of all claims and of all liability to the contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and other relating to, or arising out of, this work, excepting the contractor's claim for interest upon the Final Payment, if this payment be improperly delayed. No payment, however final or otherwise, shall operate to release the contractor or his sureties from any obligation under this contract or performance bond.

**GUARANTEE:**

Each proposal shall be accompanied by a certified check payable to the Sauk County Highway Department equal to five percent (5%) of the proposal or a bid bond of a bonding company duly authorized to do business in the State of Wisconsin in an amount equal to five percent (5%) of the proposal. This proposal guarantee shall be subject to forfeiture.

The contractor shall guarantee all work against defective workmanship for a period of two (2) years after final acceptance by owner.

**CONTRACTOR'S STATEMENT:**

The undersigned represent that the prices in the accompanying proposal are neither directly or indirectly the result of an agreement with any other bidder. The accompanying proposal includes the furnishing of all labor, materials, and equipment required by the plans and specifications which I have carefully examined and I hereby certify that the statements made herein are true and correct.

**If awarded this contract, Contractor shall assist Sauk County in complying with any open records request made under Wisconsin Law if the documents (in any form) requested are maintained by the Contractor.**

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