

JULY 30, 2021

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 21-18

RAILROAD SPUR REMOVAL

BIOTECH WAY

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, August 12, 2021** at which time they will be publicly opened and read aloud. The bid opening will be held in person and virtually. See the proposal forms and specifications for additional information.

Project 21-18 for which proposals are being sought includes the following approximate quantities:

- 640 LF Tie and Rail Removal
- 1 LS Remove Switch and Install Single Rail

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be viewed by emailing dppubwrks@deperewi.gov.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

The City of De Pere reserves the right to reject any or all proposals, to waive any informalities in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Dated this 30th of July 2021.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 21-18

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 21-18

RAILROAD SPUR REMOVAL

BIOTECH WAY

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Remove Rail, Ties, Spikes, and Tie Plates	LF	640	\$	\$
SD-02	Remove Switch and Install Single Rail	LS	1	\$	\$
TOTAL					\$

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-03	Salvage Value to City	LS	1	\$	\$

Total Bid (Total of SD-01 and SD-02 minus SD-03) _____

A negative total would be a payment back to the City based on the overall cost of work and salvage value.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein by December 1st, 2021. The project will be awarded on September 7th, 2021. The undersigned bidder, being duly sworn, does depose and say that they are

an authorized representative of _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Drawings, and has checked the same in detail before submitting said proposal or bid; and that said bidder or their agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 21-18

RAILROAD SPUR REMOVAL

BIOTECH WAY

1. SCOPE OF WORK

The work under this proposal includes the following:

- Remove 640 feet of rail including the switch. Removal includes rail, spikes and tie plates.
- Remove ties that are not needed for the remaining spur line.
- Replace rail where switch is taken out.

All work shall be completed in accordance with Canadian National Standards and shall be approved by Canadian National. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2020 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

All work shall be coordinated with the City of De Pere. A seven (7) day notice is required prior to closing Biotech Way. The City will be responsible for paving Biotech Way.

2. OPENING BIDS

Bids will be opened at the time and place indicated in the Request for Proposals. The bid opening can be viewed live via GoToMeeting information shown below. Bidders have the option to attend in person or virtually. An abstract of the amounts of the base bids and major alternates, if any, will be made available to Bidders after opening the bids.

The bid opening can be viewed live via GoToMeeting as follows:
Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/906361709>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679

- One-touch: <tel:+18668994679,,906361709#>

United States: +1 (571) 317-3116

- One-touch: <tel:+15713173116,,906361709#>

Access Code: 906-361-709

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting.com/install/906361709>

3. Measurement for Payment

A. The unit prices for the work/bid items includes:

1. Traffic Control
2. Removal of rail, ties not used for the adjacent spur, spikes, tie plates, switch, frogger, bumper stop, and street crossing
3. Place temporary aggregate at street crossing to maintain access after construction
4. Place rail where switch is removed.
5. Value of all salvaged material

B. Measurement:

1. For SD-01, measurement will be the limits of the rail removal from the south end to the limits at the switch.
2. For SD-02 and SD-03, measurement will not be made.

C. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
SD-01	Remove Rail, Ties, Spikes, and Tie Plates	LF
SD-02	Remove Switch and Install Single Rail	LS
SD-03	Salvage Value to City	LS

4. CONTRACTOR AGREEMENT

A sample contractor's agreement is attached to this proposal for your consideration.

5. EXHIBITS

G001 – Location Map

G002 – Standard Symbol and Abbreviations

C101 – Railroad Spur Removal Plan Sheet

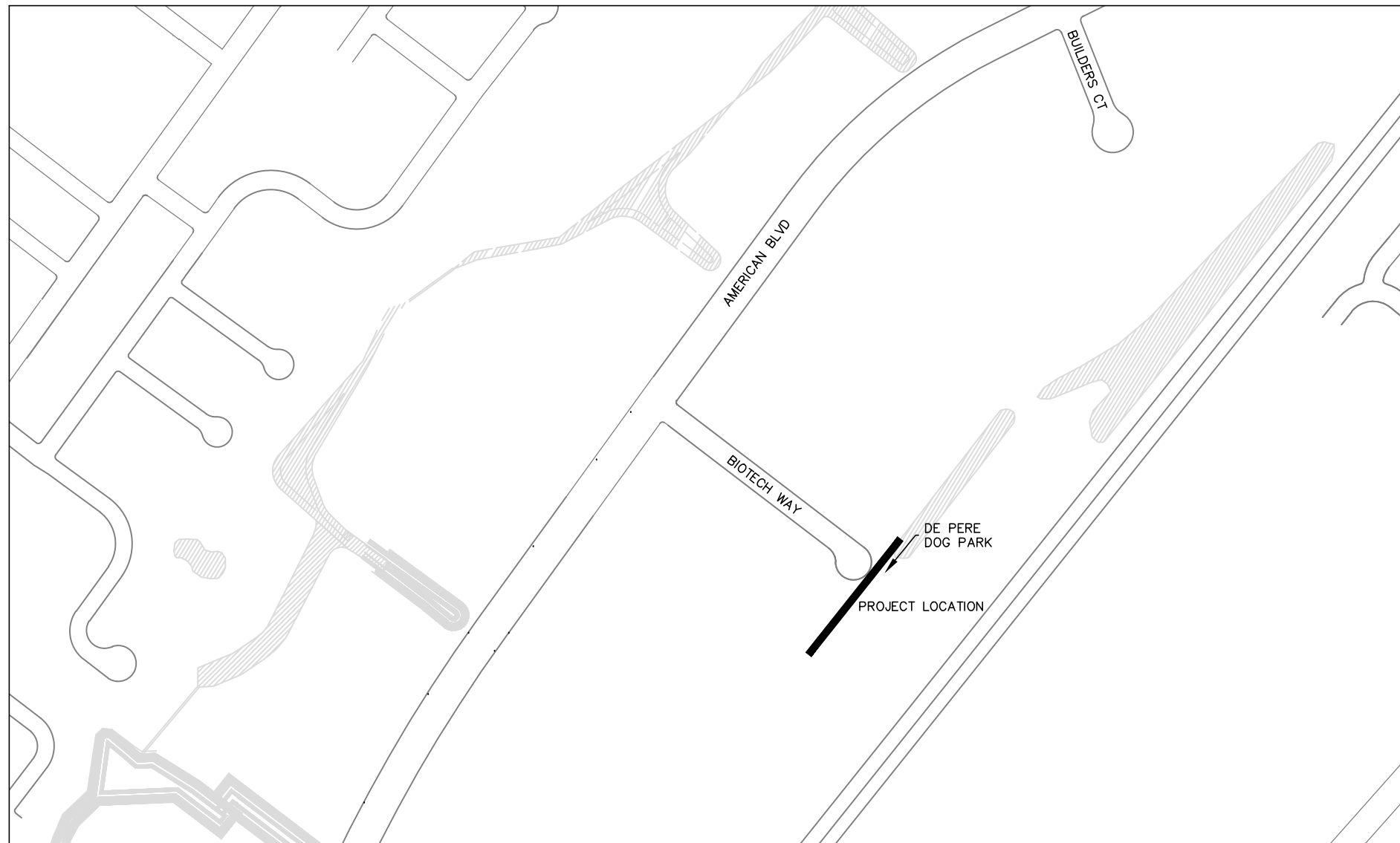
PROJECT# 21-18

RAILROAD SPUR REMOVAL LOCATION MAP

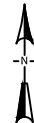
CITY OF DE PERE



ENGINEER DIVISION
925 S. SIXTH ST
DE PERE, WI 54115



SITE LOCATION MAP
N.T.S.



LIST OF STANDARD ABBREVIATIONS

ADT	AVERAGE DAILY TRAFFIC	N	NORTH
AGGR	AGGREGATE	NB	NORTHBOUND
AH	AHEAD	NC	NORMAL CROWN
ASPH	ASPHALT	NE	NORTHEAST
B/B	BACK TO BACK	NO	NUMBER
BARR	BARRICADE	NTS	NOT TO SCALE
BC	BACK OF CURB	NW	NORTHWEST
BK	BACK	O	OIL
BL	BASELINE	O&C	OIL AND CHIP
BLDG	BUILDING	OBLIT	OBLITERATE
BM	BENCHMARK	OD	OUTSIDE DIAMETER
BOW	BACK OF SIDEWALK	PC	POINT OF CURVATURE
BSMT	BASEMENT	PCC	POINT OF COMPOUND CURVE
C	CUT	PCC	PORTLAND CEMENT CONCRETE
C&G	CURB AND GUTTER	PED	PEDESTAL
C/C	CENTER TO CENTER	PLE	PERMANENT LIMITED EASEMENT
CABC	CRUSHED AGGREGATE BASE COURSE	PVMT	PAVEMENT
CB	CATCH BASIN	PE	PRIVATE ENTRANCE
CE	CONSTRUCTION ENTRANCE	PI	POINT OF INTERSECTION
CI	CAST IRON PIPE	PJF	PRE-FORMED JOINT FILLER
CL	CENTERLINE	PL	PROPERTY LINE
CMP	CORRUGATED METAL PIPE	POC	POINT OF CURVE
CNTY	COUNTY	POT	POINT ON TANGENT
CO	CLEANOUT	PP	POLYETHYLENE
CONC	CONCRETE	PRC	POINT OF REVERSE CURVATURE
CONSTR	CONSTRUCTION	PROJ	PROJECT
CONSTR JT	CONSTRUCTION JOINT	PROP	PROPOSED
CORP	CORPORATION	PSI	POUND PER SQUARE INCH
CP	CONTROL POINT	PT	POINT OF TANGENCY
CTH	COUNTY TRUNK HIGHWAY	PVC	POLYVINYL CHLORIDE
CTRL JT	CONTROL JOINT	R	RANGE OR RADIUS
CTV	CABLE TV	RCP	REINFORCED CONCRETE PIPE
CY	CUBIC YARD	REBAR	REINFORCEMENT BAR
D	DEPTH	REL	RELOCATE
DIA	DIAMETER	REM	REMAINING
DI	DUCTILE IRON PIPE	REQD	REQUIRED
DISCH	DISCHARGE	RL	REFERENCE LINE
DW	DRIVEWAY	ROW	RIGHT OF WAY
E	EAST (SEE ELEC BELOW)	RP	REFERENCE POINT
EA	EACH	RR	RAILROAD
EB	EASTBOUND	RT	RIGHT
EBS	EXCAVATION BELOW SUBGRADE	RW	RETAINING WALL
ECS	EXTERNAL CHIMNEY SEAL	S	SOUTH
EL	ELEVATION	SALV	SALVAGE
ELEC	ELECTRIC (E WHEN USED IN LINE STYLE)	SAN	SANITARY
EMB	EMBANKMENT	SB	SOUTHBOUND
ENTR	ENTRANCE	SDWK	SIDEWALK
EP	EDGE OF PAVEMENT	SE	SOUTHEAST
EW	ENDWALL	SF	SQUARE FEET
EXC	EXCAVATION	SHLDR	SHOULDER
EXIST	EXISTING	SY	SQUARE YARD
F	FILL	SS	STORM SEWER
F/F	FACE TO FACE	SSD	STOPPING SIGHT DISTANCE
FDN	FOUNDATION	ST	STREET
FE	FIELD ENTRANCE	STA	STATION
FERT	FERTILIZER	STD	STANDARD
FIN GR	FINISHED GRADE	STH	STATE HIGHWAY TRUNK
FL	FLOWLINE	STM	STORM
FO	FIBER OPTIC	STP	SEWAGE TREATMENT PLANT
FOW	FRONT OF SIDEWALK	STRUCT	STRUCTURE OR STRUCTURAL
FT	FOOT	SW	SOUTHWEST
FTG	FOOTING	TAN	TANGENT
G	GAS	T	TOWN (T WHEN USED FOR TELEPHONE LINE)
GV	GAS VALVE	TEL	TELEPHONE
GW	GUY WIRE	TEMP	TEMPORARY
HDPE	HIGH DENSITY POLYETHYLENE	TLE	TEMPORARY LIMITED EASEMENT
HR	HANDICAP RAMP	TOC	TOP OF CURB
HSE	HOUSE	TOW	TOP OF WATER
HT	HEIGHT	TRANS	TRANSITION
HYD	HYDRANT	TYP	TYPICAL
I	INTERSECTION ANGLE	UG	UNDERGROUND
ICS	INTERNAL CHIMNEY SEAL	USH	US HIGHWAY
ID	INSIDE DIAMETER	VC	VERTICAL CURVE
IN	INCH	VERT	VERTICAL
INL	INLET	VOL	VOLUME
INTERS	INTERSECTION	VPC	VERTICAL POINT OF CURVATURE
INV	INVERT	VPI	VERTICAL POINT OF INTERSECTION
IP	IRON PIPE OR PIN	VPRC	VERTICAL POINT OF REVERSE CURVE
JCT	JUNCTION	VPT	VERTICAL POINT OF TANGENCY
L	LENGTH (OF CURVE)	W	WEST
LC	LONG CHORD OF CURVE	WB	WESTBOUND
LP	LIGHTPOLE	WM	WATERMAIN
LS	LIFT STATION OR LUMP SUM	WSO	WATER SHUTOFF VALVE
LT	LEFT	WTP	WATER TREATMENT PLANT
MAINT	MAINTENANCE	WV	WATER VALVE
MATL	MATERIAL	WWTP	WASTE WATER TREATMENT PLANT
MB	MAILBOX	YD	YARD
MH	MANHOLE		
MP	MARKER POST		

MAPPING & TOPOGRAPHY SYMBOLOGY

DESCRIPTION	SYMBOL	
	EXISTING	PROPOSED
BENCHMARK		
BUSH		
CATCH BASIN		
CABLE TV BOX		
CONTROL POINT		
ELECTRICAL BOX		
EROSION CONTROL - INELT		
FIELD INLET		
GAS VALVE		
HEDGE		
HYDRANT		
IRON PIPE		
LIGHTPOLE		
MAILBOX		
MANHOLE ELECTRIC		
MANHOLE SANITARY		
MANHOLE STORM		
MONITORING WELL		
POWER POLE		
LIGHT POLE		
SIGN		
SIGNAL HEAD, TRAFFIC SIGNAL STANDARD, PEDESTAL BASE		
SIGNAL HEAD, TRAFFIC SIGNAL POLE, TRANSFORMER BASE		
SOIL BORING		
STUMP		
TELEPHONE MANHOLE		
TELEPHONE PEDESTAL		
TREE		
WELL		
WATER SERVICE VALVE		
BUTTERFLY WATER VALVE		
WATER VALVE		

MAPPING & TOPOGRAPHY SYMBOLOGY

DESCRIPTION	SYMBOL	
	PLAN	
EXISTING SANITARY SEWER LINE	<div>(SIZE AND MATERIAL) San</div>	
PROPOSED SANITARY SEWER LINE	<div>100'-8" PVC SAN San</div>	
EXISTING STORM SEWER LINE	<div>(SIZE AND MATERIAL) ST</div>	
PROPOSED STORM SEWER LINE	<div>100'-8" PVC STM ST</div>	
EXISTING WATER MAIN LINE	<div>(SIZE AND MATERIAL) W</div>	
PROPOSED WATER MAIN LINE	<div>100'-8" PVC WM (TEE-BEND) W</div>	
EXISTING ELECTRICAL LINE	<div>E</div>	
EXISTING GAS MAIN LINE	<div>G</div>	
EXISTING TELEPHONE LINE	<div>T</div>	
EXISTING CABLE TV LINE	<div>TV</div>	
EXISTING SANITARY LATERAL	<div>San</div>	
EXISTING WATER SERVICE	<div>w</div>	
RIGHT OF WAY	<div>ROW</div>	
PROPERTY LINE	<div>PL</div>	
EASEMENT	<div>Esm Esm</div>	
SILT FENCE EROSION CONTROL	<div></div>	
EXISTING FIBER OPTIC	<div>FO</div>	
EXISTING MAJOR CONTOUR	<div>615</div>	
EXISTING MINOR CONTOUR	<div>612</div>	
PROPOSED MAJOR CONTOUR	<div>615</div>	
PROPOSED MINOR CONTOUR	<div>612</div>	

PROFILE

EXISTING SANITARY SEWER LINE	<div>(SIZE AND MATERIAL)</div>
PROPOSED SANITARY SEWER LINE	<div>100'-8" PVC SAN @ 0.40%</div>
EXISTING STORM SEWER LINE	<div>(SIZE AND MATERIAL)</div>
PROPOSED STORM SEWER LINE	<div>100'-8" PVC STM @ 1.0%</div>
EXISTING WATER MAIN LINE	<div>(SIZE AND MATERIAL)</div>
PROPOSED WATER MAIN LINE	<div>PROPOSE 8" PVC WM</div>

PATCH SYMBOLS

ASPHALTIC CONCRETE PAVEMENT		CRUSHED AGGREGATE BASE COURSE	
PORTLAND CEMENT CONCRETE			

GENERAL CONSTRUCTION NOTES:

- ALL ELEVATIONS ARE REFERENCED TO NAVD 88.
- THE WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE, CURRENT CONSTRUCTION SPECIFICATIONS AND THESE SPECIAL PROVISIONS AND PLANS, AND THE LATEST ADDITION OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARDS SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION SPECIFICATIONS, LATEST EDITION, WHERE REFERENCED IN THE CITY SPECIFICATIONS.
- ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND SHALL CONFIRM TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONSTRUCTION SITE EROSION CONTROL AND TECHNICAL STANDARDS.
- EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. WHETHER SHOWN OR NOT, FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITIES OWNERS SHALL BE NOTIFIED BY THE CONTRACTOR 72 HOURS PRIOR TO EXCAVATION.



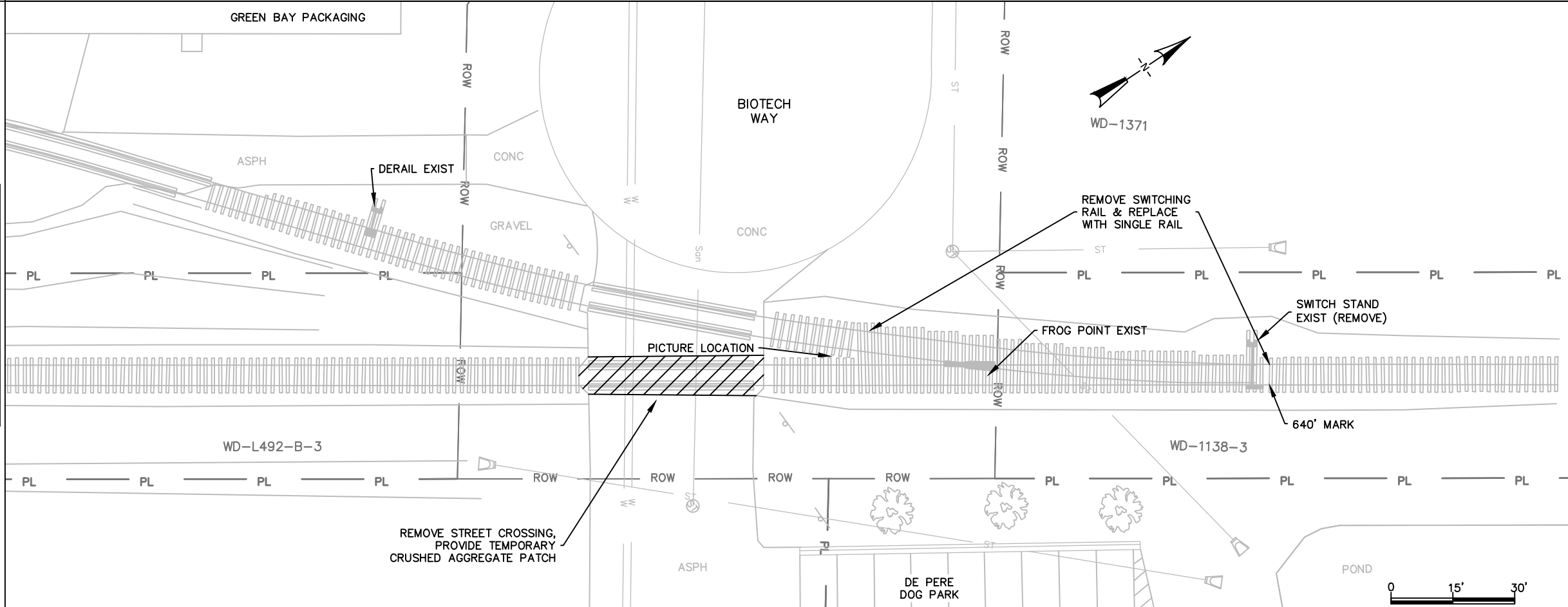
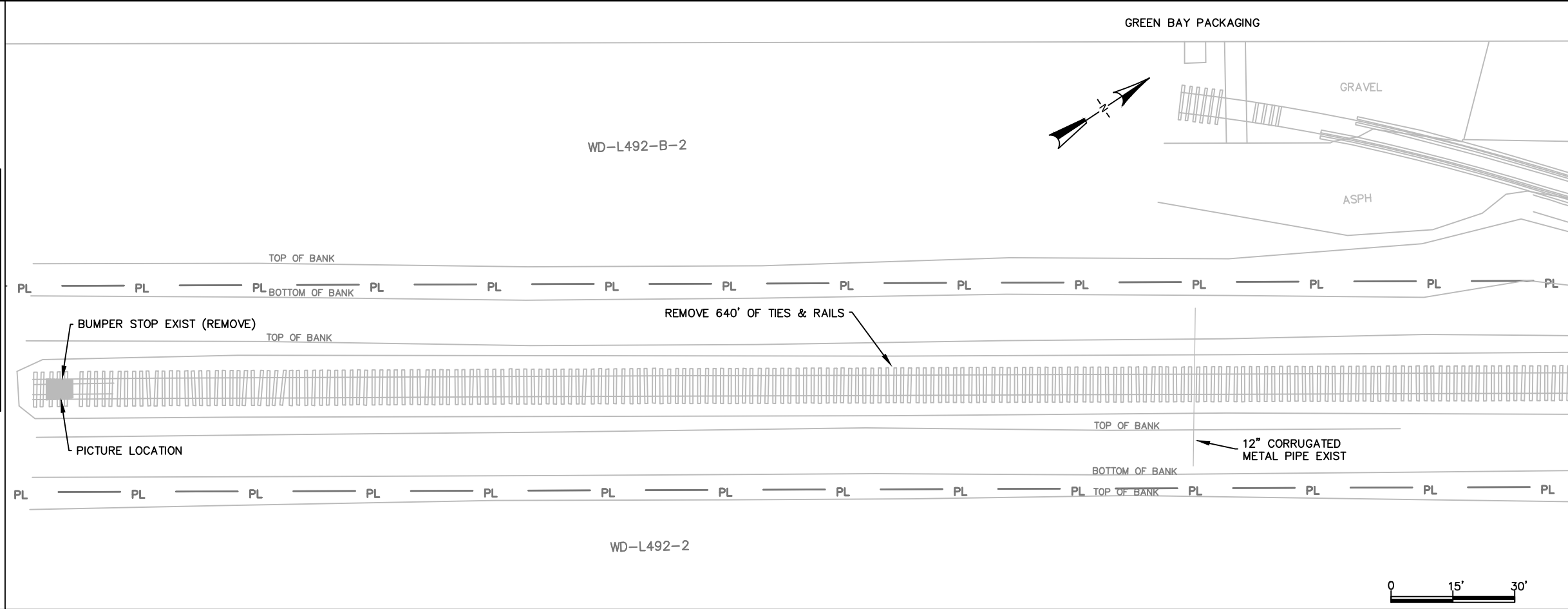
CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4060 FAX 920-339-4071

STANDARD ABBREVIATIONS
AND SYMBOLS

NAME:
2021 RAIL SPUR REMOVAL
PROJECT #
21-18

NO.	DATE	BY	REVISIONS / ISSUES		PAGE NO.
			REMARKS		
					G002



CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

RAILROAD SPUR REMOVAL
500' S/O BIOTECH WAY TO 100' N/O BIOTECH WAY

NAME:
2021 RAIL SPUR REMOVAL
PROJECT # 21-18

SURVEYED	BY	DATE
DRAWN	MJT	05-2021
DESIGNED	MJT	05-2021
CHECKED	EPR	06-2021

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

**CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____**

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of De Pere, Wisconsin, ("City"), and _____ ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those _____ services described in the City's Request for Proposals, _____, dated _____, attached and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

The Contractor shall maintain during the course of the project, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

(1) All Owned Autos

(2) All Hired Autos

- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that

they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **WORK SAFETY AND HEALTH.** The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration

Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attention:
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Name of Business
Attention:
Address:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Name of Contractor

By:

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

City Attorney

J:\Law\Agreements\Contractor Agreement Template12-8-20.docx