



**925 15<sup>th</sup> Avenue  
Union Grove, WI 53182  
Phone: 262-878-1818  
Fax: 262-878-3782**

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July 5, 2023

The Village of Union Grove is seeking proposals for the Design and Construction of a new Splashpad.

The proposal shall consist of providing design, engineering, materials, and installation for complete construction of a Splashpad in Joseph Leider Memorial Park, located at approximately High Street and 8<sup>th</sup> Ave in the Village of Union Grove, Wisconsin.

**Sealed proposals should be clearly marked “Village of Union Grove Splashpad Project” and will be received by the Village of Union Grove Clerk’s Office, 925 15th Avenue, Union Grove, WI 53182, no later than 1:00 PM, Local Time, on Wednesday, July 26, 2023. Please provide eight (8) hardcopies and one (1) electronic copy (PDF format) of your proposal.**

**Interviews with selected companies, if necessary, will be held August 7, 2023.**

**The full project, including design and construction, must be completed by July 1, 2024.**

The Village reserves the right to select any firm’s proposal that it deems the most advantageous and serves in the best interests of the project and the Village. The Village of Union Grove reserves the right to reject any and all proposals. All proposals shall remain firm and may not be withdrawn for a period of 60 days after the opening date.

Thank you for your time and consideration in providing a proposal for this opportunity.

Kerry Bennett  
Village Administrator  
Village of Union Grove  
(262) 878-1818  
[kbennett@vi.uniongrove.wi.gov](mailto:kbennett@vi.uniongrove.wi.gov)



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**VILLAGE OF UNION GROVE SPLASHPAD**  
**DESIGN/BUILD PROPOSAL REQUIREMENTS & CONDITIONS**

**PART I**

**INSTRUCTION TO BIDDERS**

**A. Summary**

The Village of Union Grove is soliciting a “Not to Exceed” bid proposal from qualified design and build companies for the Design and Construction of a new Splashpad. The Village accepted a grant from Racine County in the amount of \$500,000 to fund this project.

The proposed project includes the following elements to be addressed in each proposal:

- Complete Design & Specifications
- Complete Site Plan
- Site Engineering
- Supplies and Materials
- Installation/Construction of all elements of Splashpad
- Site Restoration
- Miscellaneous costs (i.e., travel, meals, lodging, tools, equipment)

**FINAL COST (Not to Exceed)**

**B. Preparation of Bid**

Include everything required to perform, furnish, and provide labor, materials, necessary tools, equipment, and all transportation needs to perform and complete all the work requested in this request in your bid total. The Village shall not be liable for any costs incurred to prepare or submit a bid for this project.

Sara Spencer, Village Clerk  
Village of Union Grove  
(262) 878-1818  
[sspencer@vi.uniongrove.wi.gov](mailto:sspencer@vi.uniongrove.wi.gov)



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### **C. Scope of Work**

All work for the following tasks shall be in conformance with the specifications herein and current Village of Union Grove Specifications and Standards.

The Village intends to rely on the technical expertise of the successful bidder, recognizing that the design and installation of a Splashpad is highly specialized and few companies have experience in this type of installation, as well as input from the community. The facility should be usable for all ages and abilities. At this time, the Village has developed a list of parameters and components that should be incorporated (but are not limited to) into the design, subject to the successful bidder's recommended plan for the best Splashpad possible. These parameters and components include:

- Installation of infrastructure (water/sewer/electrical, etc)
- Flow-through splashpad system
- Standard Mix – Grey Broom Finished Concrete
- 50' diameter 'wet' zone (does not need to be round, shaped to fit area best)
- Benches/seating as appropriate
- Dumping Bucket(s)
- Above-ground components, ground sprays, adaptive play/sensory components
- Dry Play features such as concrete bags, shuffleboard, ping pong tables
- Convert existing bathrooms to family bathrooms with baby changing stations.
- Handicap accessible walkways to the bathroom/pavilion/parking lot
- Rehab of parking lot to include the addition of 10-15 parking spaces
- Rehab of existing pavilion/shelter
- Landscaping and tree removal as necessary
- Options to make the existing play area more accessible.

### **D. Location of Project**

The location for the Splashpad is at Joseph Leider Memorial Park in the Village of Union Grove. Please see enclosed maps.

### **E. Withdrawal of Bids**

Bidder may withdraw their Bid at any time prior to the scheduled time for the receipt of the Bids. No Bids shall be withdrawn for a period of 60 days after the scheduled opening.

### **F. Qualifications Requisite to Bid**

To qualify for consideration of a bid, Bidder must have designed and constructed at least four (4) Splashpad projects.

- The Bidder must supply a brief history of the Company, the Company's size, areas of expertise and



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any other pertinent information. Bidder must provide a list of at least four (4) and up to six (6) similar projects, with brief descriptions and pictures, which show the company's ability to complete projects of this type, its experience collaborating with community groups, leading/facilitating public meetings, and constructing what is designed. Emphasize any experience with constructing Splashpads within Wisconsin or the Upper Midwest.

- Bidder shall provide a list of references of past clients of similar projects including contact names, addresses, and phone numbers.
- Bidder shall provide a detailed planning, design, and construction timeline to meet the desired completion date. If the desired completion date is not feasible, please indicate and explain why, and provide an attainable timeline.

#### **G. Evaluation of Bids and Award of Project**

**The Village has a maximum budget for the Project of \$500,000.** The Village recognizes its obligation to comply with the State public bidding law, which is difficult to apply to a specialized project of this nature. Accordingly, The Village will evaluate qualified bids with total project costs of \$500,000 or lower. In evaluating Bids, Village will consider the total Not to Exceed contract price, the expertise of the Bidder, the general proposal for layout, element inclusion proposed for the Project, whether or not the Bids comply with the prescribed requirements herein and other data as may be requested in the Form of Bid Proposal or prior to the Notice of Award.

Village expressly reserves the right to reject any or all Bids that are nonconforming, nonresponsive, or conditional. The Village further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. The Village may reject the Bid of any Bidder if the Village believes that it would not be in the best interest of the project to make an award to that Bidder. Village also reserves the right to waive any informal or technical irregularities and to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Bidder.

In evaluating Bids, the Village will consider whether the Bids comply with the prescribed requirements herein and other data as may be requested in the Form of Bid Proposal or prior to the Notice of Award. The Village will consider Bidder qualifications through written evidence and the data from the Qualification Questionnaire. The Village may conduct other investigations as deemed necessary.

If the Contract is to be awarded, the Village will award the Contract to the Bidder based on Wisconsin Statutes and Bidder qualifications. In particular, the Contract will be awarded by the Village of Union Grove Village Board, based on a recommendation made by the Recreation & Parks Committee.

Proposals and subsequent interviews will be evaluated by the Recreation & Parks Committee based on the following criteria:

1. Company's understanding of, and approach to, the project.
2. Company and team experience with designing and constructing Splashpads.
3. Company and team experience working with municipalities and user groups.
4. Company's experience and references from four (4) to six (6) similar projects.



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5. Company's ability and capacity to meet the proposed timeline.
6. Quality of the proposal/interview in terms of content, organization, and presentation.
7. Company's Not to Exceed Bid and ability to meet all the requirements within the bid price.

The Village reserves the right to reject any or all proposals, waive any informality and accept the proposal which serves the best interest of the Village of Union Grove.

#### **H. Bid and Contract Security**

**A certified check or Bid Bond** payable to the Village in an amount equal to five percent (5%) of the Bid shall accompany each Bid as a guarantee that if the Bid is accepted the Bidder will execute and file the Contract, Performance Bond, Payment Bonds and Insurance Certificate(s) as required by the Contract Documents, within fifteen days after receipt of the Notice of Award.

The Bid deposit of all except the three lowest Bidders will be returned within three days after the opening of Bids. The Bid deposit of the three lowest Bidders will be returned within forty-eight hours after the executed contract and required bonds have been approved by the Village.

The Bidder will execute and file the Performance Bond, Payment Bonds, and Insurance Certificate(s) as required by this Request for Bid, within fifteen days after receipt of the Notice of Award.

The Bidder to whom a project is awarded will be required to furnish a Performance and Payment Bond to the Village, in an amount equal to one hundred percent (100%) of the Bid Price. The Bonds shall be executed on the form included in the Contract Documents by a Surety company authorized to do business in the State of Wisconsin and acceptable as Surety to the Village. Accompanying the Bonds shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the Surety company and certify to include the date of the Bond.

If the Bidder fails to file the Performance and Payment Bonds and Insurance Certificate(s) as required by the REQUEST Documents, the contractor will not be allowed to start any part of the project.

#### **I. Bid Forms**

Only Bids submitted on the Bid Form attached hereto will be considered. No Bid will be accepted which does not contain an adequate or reasonable price for every item named in the Bid schedule.

#### **J. Bidders Responsibility to Examine Work and Site**

Bidders are required to examine all specifications and must satisfy themselves by personal examination of the proposed work site or by such other means as they may prefer, so as to determine the scope of the Work. Upon request, all available information in the possession of the Village will be shown to Bidders, but the correctness of any such information is not guaranteed.

Bidder is responsible for all sub-surface or underground conditions that may be encountered during the



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progress of the Work. Bids submitted must include all expenses and disbursements in connection with such sub-surface work. Bidders shall not at any time after the submission of their proposal dispute or claim to the Village a plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Work under this contract. Failure to make the necessary examination and investigation will not be accepted as an excuse for any failure or omission on the part of the Successful Bidder to fulfill all of the requirements of said contract and specifications, nor will it be accepted as a basis for any claims for extra compensation.

#### **K. Non-Discrimination Statement**

The Village of Union Grove does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

#### **L. Successful Bidder's Insurance**

The Successful Bidder shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Village, nor shall the Successful Bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

Workman's Compensation Insurance. The Successful Bidder shall take out and maintain during the life of this contract, Workman's Compensation Insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Successful Bidder shall require the Subcontractor similarly to provide Workman's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Successful Bidder.

Public Liability and Property Damage Insurance. The Successful Bidder shall take out and maintain during the life of the contract such public Liability and Property Damage Insurance as shall protect him from any damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operation be by himself or by any Sub-contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows.

General Liability	\$1,000,000 / \$1,000,000
Completed Operations	\$1,000,000 / \$1,000,000
Automobile	\$1,000,000 / \$1,000,000
Workers Comp	\$1,000,000 / \$1,000,000 / \$1,000,000
Excess Liability/Umbrella	\$2,000,000



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#### **M. Submission of Bids**

1. Number of proposals

Eight (8) hard copies and one (1) electronic copy of the Bid is required. Proposals must be submitted in a sealed envelope clearly marked “**Village of Union Grove Splashpad Project.**”

2. Mailing Address

**Village of Union Grove – Clerk’s Office**  
**925 15<sup>th</sup> Ave**  
**Union Grove, WI 53182**

#### **N. Deadlines**

**Proposals will be received until 1:00 p.m., Local Time, on Wednesday, July 26, 2023.** Proposals received after the deadline will not be accepted. It is neither the Village’s responsibility nor practice to acknowledge receipt of any bid. It is the Bidder’s responsibility to ensure that a bid is received in a timely manner. Bidders must be available for interviews with the Village’s Recreation & Parks Committee on August 7, 2023, at 6:30pm

#### **O. Pre-Award Schedule**

The Village anticipates the following schedule will be in place:

Release of Request for Proposals:	June 26, 2023
<b>Proposals Due:</b>	<b>July 26, 2023 @ 1:00 pm</b>
Interviews with Recreation & Parks Committee:	August 7, 2023
Recreation & Parks Committee approval:	August 7, 2023
Village Board approval:	August 14, 2023



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**PART II  
 BID FORM**

**Village of Union Grove Splashpad Project**

Bids will be received until 1 p.m. on the 26th day of July 2023.

TO: VILLAGE BOARD, Village of Union Grove, Wisconsin

The undersigned, having familiarized himself with the local conditions affecting the cost of said work and with the Contract Documents, including Advertisement for Bids, Instructions to Bidders, the Form of Bid Proposal, the Form of Contract, Execution of Bonds, Form of Bond, hereby propose to provide and furnish all design services, labor, supervision, tools, equipment, materials, all utility and transportation services and all incidental items necessary to perform and complete in a workmanlike manner the Splashpad Project for the Village of Union Grove.

**Total Project Cost Not to Exceed:** \$ \_\_\_\_\_

<u>Specify Breakdown of Costs</u>	<u>Price</u>	<u>Subtotal</u>
1. Complete Design & Specifications	\$	\$
2. Complete Site Plan	\$	\$
3. Site Engineering	\$	\$
5. Supplies and Materials	\$	\$
6. Installation/Construction of all elements of Splashpad	\$	\$
7. Site Restoration	\$	\$
8. Miscellaneous Costs	\$	\$

**Total Not to Exceed Bid Price:** \$ \_\_\_\_\_





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Check (x): Bid Bond \_\_\_\_\_ Certified Check \_\_\_\_\_

Bids must be accompanied with a Bid Bond, certified check, or bank draft drawn on a solvent bank, payable without condition to the Village of Union Grove, in the amount equal to five (5) percent of the bid.



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1. Work will commence within 10 days after the awarding of the contract and will be completed with full installation of the Splashpad by July 1, 2024, subject only to the following. The Village reserves the right to delay or terminate the actual construction of the Project for a period of thirty (30) days following receipt of the complete design. If the project is delayed by the Village, the Contractor shall have nine (9) months following the Village's Notice to Proceed to complete the Project. It is understood by the Bidder that the above figures listed in the Form of Bid Proposal is used in determining the low Bidder for the proposed Work and are also to be used by the Bidder in calculating the amount of Performance and Payment Bond.

2. Accompanying the proposal is a \_\_\_\_\_ in the amount of  
(Bond, Certified Check)  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as  
required by the advertisement for bids.

3. This Bid is based on the following subcontractors:

<u>Name</u>	<u>Address</u>	<u>Class of Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. I hereby certify that all statements herein are made on behalf of: \_\_\_\_\_.  
(Name of Corp/partnership/person submitting Bid)

a corporation organized and existing under the laws of the State of \_\_\_\_\_.

or

a partnership consisting of \_\_\_\_\_

or

an individual trading as \_\_\_\_\_ of the Village of \_\_\_\_\_ State of \_\_\_\_\_.



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I have examined and carefully prepared this Bid Form and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this proposal in (it's) (their) behalf; and that the said statements are true and correct.

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

\_\_\_\_\_  
(Title, if any)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(E-mail Address)

Company Name and Address

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

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Notary or office authorized to administer oaths)



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**Part III**

**CONTRACT**

**Splashpad Project**

THIS CONTRACT made this \_\_\_\_\_ day of 2023, by and between; hereinafter called the Successful Bidder and the Village of Union Grove, Wisconsin, hereinafter called the Village.

WITNESSETH, that the Successful Bidder and the Village for the consideration herein agree as follows:

**ARTICLE I, SCOPE OF WORK:** The Successful Bidder shall perform everything required to be performed and shall furnish and provide all of the design, labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required to design and construct the Splashpad. **This project must be completed no later than July 1, 2024.**

**ARTICLE II - THE CONTRACT PRICE:** The Village shall pay the contractor for the performance of this Contract, upon Successful Bidder's presentation of lien waivers for all subcontractors, laborers and material men, in current funds, the contract price computed as follows:

<b><u>Specify Breakdown of Costs</u></b>	<b><u>Price</u></b>	<b><u>Subtotal</u></b>
Complete Design & Specifications	\$	\$
Complete Site Plan	\$	\$
Site Engineering	\$	\$
Supplies and Materials	\$	\$
Installation/Construction of all elements of Splashpad	\$	\$
Site Restoration	\$	\$
Misc. Costs	\$	\$

**Total Not to Exceed Bid Price: \$ \_\_\_\_\_**



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**ARTICLE III - SPECIFICATIONS & PLANS.** The Successful Bidder shall keep on the work at all times a copy of the plans and specifications and shall at all times give the Village or its representative's access thereto. Anything mentioned in the specifications and not shown on the plans or shown on the plans and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. In case of difference between the plans and specifications, the specifications shall govern. In any case of discrepancy in the figures or drawings, the matter shall be immediately submitted to the Village without whose decision said discrepancy will not be adjusted by the Successful Bidder, save only at its own risk and expense. The Village shall furnish such detailed drawings and other information as he may consider necessary, unless otherwise provided. Upon completion of the contract, the work shall be delivered completely and undamaged.

**ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT.** The contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Advertisement for Bids
2. Instruction to Bidders
3. Form of Bid Proposal
4. Form of Contract
5. Execution of Bonds
6. Form of Bonds
7. General Conditions
8. This instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other part, the provision of the component part first enumerated above shall govern over any other component part which follow it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, VILLAGE and SUCCESSFUL BIDDER have signed 3 copies of the Agreement. Counterparts of each have been delivered to VILLAGE and SUCCESSFUL BIDDER. All portions of the Contract Documents have been signed or identified by VILLAGE and SUCCESSFUL BIDDER or on their behalf.



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The Effective Date of this Agreement will become effective on the date of the Village's signature.

**VILLAGE:**

Village of Union Grove

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

Title:           Village President          

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

partnership, or a  
sign)

Attest: \_\_\_\_\_

Title:           Village Clerk          

Address for giving Notice:

925 15<sup>th</sup> Ave

Union Grove, WI 53182

\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

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

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

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

(If Successful Bidder is a corporation, a  
joint venture, attach evidence of authority to

Attest: \_\_\_\_\_

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

Address for giving notices.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is to certify that provisions have been made to  
Pay the expense that will accrue under this contract.

\_\_\_\_\_  
(Comptroller, Treasurer, or another designated Official)

Approved as to form:

\_\_\_\_\_  
(Attorney for the VILLAGE)



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## **PART IV**

### **EXECUTION OF BONDS**

The form of bonds shall be standard form acceptable in Wisconsin.

If the principal is an individual, his/her full name and residence shall be inserted in the body thereof, and he/she shall sign the bond with the usual signature on the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it.

If the principal is a corporation, the name of the State in which it is incorporated shall be inserted in the appropriate place in the body of the bond and said instrument shall be executed and attested under the corporate seal, as indicated in the form. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll of adhesive seal shall appear following the corporate name. This also applies to execution by the Surety.

The date of the bonds must not be prior to the date of the contract for which it is given.

A Power of Attorney authorizing the execution of the bond by an attorney-in-fact, or agent, shall be attached to the executed counterpart of the bond. If the bond is executed by an out-of-state agent, a licensed resident agent shall countersign the executed counterpart of the bond.

The Surety on the bonds, as rated by AM Best, must be Class VII or larger. Proof of this rating must be provided with the bonds.



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**PART V**

**FORM OF BOND**

**PERFORMANCE AND PAYMENT BONDS**

**The form of the Bonds is subject to the approval of the Village Attorney**





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## PART VI

### GENERAL CONDITIONS

#### Section 1

##### A. Definitions

**Bid.** The offer or proposal submitted on the prescribed form setting forth the prices for the work to be performed.

**Bidder.** One who submits a Bid directly to the Village as distinct from a Sub Successful Bidder, who submits a proposal to a Bidder.

**Contract Documents.** The Contract Documents shall consist of the following items, along with any addenda or amendments thereto: Advertisement for Bid, Instructions to Bidders, Bid Form, Execution of Bonds, General Conditions, Specifications, Special Provisions, and Plans/Exhibits (if applicable).

**Village.** Village shall mean the Village of Union Grove, Wisconsin.

**Successful Bidder.** Successful Bidder shall mean the person, firm, partnership, or corporation who has been awarded the Contract by the Village and who is subject to the terms thereof.

**Work.** The entire completed construction or the various separately identifiable parts thereof are required to be furnished under the Contract Documents. Work includes the performing or furnishing of all design, labor, supervision, tools, equipment, materials, utility, transportation services and incidental items necessary to complete the entire Project to the Village of Union Grove's satisfaction as required by the Contract Documents.

##### B. Contract Security

The Successful Bidder shall furnish surety bonds in an amount at least equal to 100% of the contract price as Security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this contract.

##### C. Proof of Carriage of Insurance.

The Successful Bidder shall furnish satisfactory proof of carriage of the insurance required.

##### D. Payment.

At least once a month the Village will make partial payment to the Successful Bidder based on a duly certified approved estimate of the work performed during the preceding calendar month by the contractor, but the Village will retain ten percent of the amount of each estimate until final completion and acceptance of all work covered by this contract. Final invoice must be submitted by July 1, 2024.



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**E. Indemnification.**

Bidder agrees to and shall hold the Village, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of Bidder in the performance of its services under this Agreement. The Village



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agrees to and shall hold Bidder its officers, and employees harmless from any liability for claims or damages for personal injury or property damage, which is caused by, or arises from, the sole negligence of the Village. In the event that both Bidder and the Village are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. Nothing contained within this paragraph or contract is intended to be a waiver or estoppels of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes § 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

#### **F. Public Records Responsibilities.**

Village and Successful Bidder recognize that applying applicable Wisconsin public records laws to records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Village and Successful Bidder agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Successful Bidder of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Successful Bidder shall either provide Village with the record that is requested, for release to the requestor; or Successful Bidder shall advise Village that Successful Bidder objects to the release of the requested information, and the basis for the objection. If for any reason Village concludes that Village is obligated to provide a record to a requestor that is in Successful Bidder's possession, Successful Bidder shall provide such records to Village immediately upon Village's request. Successful Bidder shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of the agreement or documents incorporated herein by reference, Successful Bidder shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Village, its officers, agents, employees and independent contractors growing out of (i) Village's denial of records request, based upon objections made by Successful Bidder, or (ii) Successful Bidder's failure to provide records to Village upon Village's request; or (iii) Village's charges made to a records requestor, based upon reimbursement of costs Successful Bidder charged to Village in responding to a records request; or (iv) Village's lack of timely response to a records request, following Successful Bidder's failure to timely respond to Village as required herein; or (v) Village's provision of records to a requestor that were provided to Village by Successful Bidder in response to a records request. Successful Bidder's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that Village may provide all requested documents, programs, data, and other records to the requestor, upon failure by Successful Bidder to defend, indemnify or hold harmless the Village as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.



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## **Section 2**

### **A. Contract Start Time**

The contractor cannot start any work until the project is awarded, signed contract with required insurance and bonds have been received and a pre-construction meeting held with the required parties.

Work shall commence as soon as possible after the design is complete, and project shall be worked continuously until completed.

### **B. Working Hours**

Normal working hours are 7:00 am to 5:00 pm, Monday through Friday. Evening and weekend hours must be approved by the Village. Successful Bidder must work in a continuous manner.

### **C. Safety**

The Successful Bidder during the entire project shall have the responsibility to meet all safety standards imposed by the Village, law and practices within the industry. The Successful Bidder shall at all times protect and take all measures necessary to safeguard all existing conditions; any signs, paved surfaces, buildings, structures, landscaping, streetlights, utilities and all other such facilities that may be encountered or interfered with during the progress of the Work, both on and off the project site.

### **D. Inspection**

The Village shall at all times have access to the Work and wherever the Work is in preparation or in progress the Successful Bidder shall provide proper facilities for access so as to permit inspections. At the end of the project, the Village and the Successful Bidder shall make a final physical inspection to determine acceptability of all Work performed. Final inspection must be completed by July 1st, 2024.

### **E. Correction of Work**

At any time throughout the project, the Village shall have the right to reject Work such as but not limited to materials, defective workmanship, or any damages. Rejected workmanship shall be satisfactorily corrected per specifications and rejected materials shall be removed from the premises without charge to the Village, all at the Successful Bidder's expense.

### **F. Village's Right to do Work**

If the Successful Bidder fails to correct such rejected Work, neglects to provide a resolution on the rejected Work or fails to perform any provisions of the Contract, the Village, after three days a written notice given to the Successful Bidder and his Surety, may without prejudice to any other remedy the Successful Bidder may have, make good such deficiencies and may deduct the cost thereof from the payment due the Successful Bidder.



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#### **G. Warranty of Work after Final Payment**

The final payment of any provision in the contract documents shall not relieve the contractor of an unlimited and unconditional warranty in having the responsibility for, but not limited to negligence, faulty materials or workmanship for a period of one (1) year from date of final acceptance. Upon written notice, the Splashpad shall be re-done at the Successful Bidder's expense.



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## **H. Public Accommodations**

During the progress of the work the convenience and accommodation of the public and the residents along the work must be provided for as far as practicable. Convenient and safe access to other park areas along with the work must be maintained whenever and wherever possible. The contractor shall not obstruct any Village Street and/or parking lot traffic flow, nor prevent any manner of pedestrian foot traffic flow within the work zone.

## **I. Liquidated Damages**

Should the Successful Bidder fail to complete the Work by the time specified of July 1st, 2024, then the Village may require the Successful Bidder to complete the Work and pay for each day that the date of completion exceeds the agreed date of completion. Such liquidated damages may be deducted by the Village from amounts otherwise due to the Successful Bidder. The amount of liquidated damages will be \$300.00 per day payable to the Village. The existence of this provision shall not prohibit the Village from terminating the Contract for breach if such termination is warranted.

## **J. Termination for Breach**

In the event that any of the provisions of this Agreement are violated by the Successful Bidder, the Village may serve written notice upon the Successful Bidder and the Surety of its intention to terminate such Contract. Such notice to contain the reasons for such intention to terminate the Agreement. Within **ten (10) days** after the serving of such notice upon the Successful Bidder such violation shall cease and satisfactory arrangements for correction be made, or the Agreement will be deemed to be terminated. In such case, the Successful Bidder must quit the Worksite and terminate all Work immediately. In the event of any such termination, the Village shall immediately serve notice thereof upon the Surety and the Successful Bidder. The Surety shall have the right to take over the performance of the Contract provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of mailing to such Surety of the notice of termination, the Village may take over the Work and prosecute the same to completion by Agreement at the expense of the Successful Bidder. The Successful Bidder and the Surety shall be liable to the Village for any excess costs and/or damages occasioned the Village thereby, and, in such event, the Village may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the Worksite and necessary, therefore. If the Village determines that an emergency exists, it may provide less than ten (10) days' notice to the Successful Bidder contained herein.

