



# D.L. GASSER CONSTRUCTION

A DIVISION OF MATHY CONSTRUCTION CO. • BARABOO, WI

PO Box 441  
Baraboo, WI 53913  
(608) 356-3311  
www.dlgasser.com

EOE, including disability / vets

<b>To:</b> City of Mauston	<b>Contact:</b>
<b>Address:</b> 303 Mansion Street Mauston, WI 53948	<b>Phone:</b> (608) 847-6676
<b>Project Name:</b> CO Mauston 2025 - Street Repair And Maintenance	<b>Fax:</b>
<b>Project Location:</b> N. Union Street, Mauston, WI	<b>Bid Number:</b> 10680-2025
<b>Item Description</b>	<b>Bid Date:</b> 3/20/2025

## Project #2

### Removing Asphaltic Pavement - 2" Milling

- Remove Existing Asphaltic Pavement To A Depth Of Up To 2" On Approximately 7,820 SY.

### Asphaltic Tack Coat

- Clean, Sweep, And Apply Tack Coat On Approximately 7,820 SY.

### Asphaltic Pavement - 2" 4MT 58-28S Warm Mix

- Construct A 2" Compacted Average Depth Asphalt Pavement Consisting Of 4MT 58-28S Warm Mix On Approximately 7,820 SY.

### Traffic Control

- Provide Traffic Control Devices As Needed Per WisDOT Standards.

- Traffic Control For This Project Includes But Is Not Limited To Temporary Closures Of Monroe St, Jackson St, Grant St, And Sherman St During Milling And Paving Operations.

### Pavement Marking

- Provide Temporary Centerline Pavement Markings Between Milling And Paving Operations.

- Furnish Materials, And Install Pavement Marking To Match Pre-existing Pavement Markings.

- Pavement Marking Materials Shall Be EPOXY.

**Total Price for above Project #2 Items: \$116,964.00**

### Notes:

- This Proposal Includes the following Mobilizations: 1 Paving & 1 Milling
- The following work is NOT included: permits, permanent signage, surveying/staking, erosion control, sawing, base course, shouldering, restoration, landscaping, or private utility locates.
- This proposal shall be included in contract. Progress payments shall be invoiced and paid monthly.
- Final price will be determined by Unit(s) Used & Unit Price(s) listed above.
- This proposal shall be automatically cancelled if written acceptance has not been received by Contractor with in 30 days of the Proposal Date and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that there is inadequate assurance of payment.

### Payment Terms:

Payment due upon completion of work, D.L. Gasser will submit Invoices monthly as needed during the project duration.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted. <b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>D.L.Gasser Construction</b>  <i>Samuel K Nigbur</i> <b>Authorized Signature:</b> <b>Estimator:</b> Sam Nigbur 262-894-2162 Sam.Nigbur@DLGasser.com
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## TERMS AND CONDITIONS

### IOWA NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED PROPERTY IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. THE MECHANICS' NOTICE AND LIEN REGISTRY PROVIDES A LISTING OF ALL PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS WHO HAVE POSTED A LIEN OR WHO MAY POST A LIEN UPON THE IMPROVED PROPERTY.

### MICHIGAN NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED PROPERTY IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. WARNING TO OWNER: THIS NOTICE IS REQUIRED BY THE MICHIGAN CONSTRUCTION LIEN ACT. IF YOU HAVE QUESTIONS ABOUT YOUR RIGHTS AND DUTIES UNDER THIS ACT, YOU SHOULD CONTACT AN ATTORNEY TO PROTECT YOU FROM THE POSSIBILITY OF PAYING TWICE FOR THE IMPROVEMENTS TO YOUR PROPERTY.

### MINNESOTA NOTICE OF LIEN RIGHTS

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

### WISCONSIN NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

### ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

### EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

### PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with the performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface to eliminate potential cracking. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utilities/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

### INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.