

## Amendment to Contract

This Amendment amends the Contract titled “Northview Road Phase 2 and Meadowview Park Improvements,” dated January 15, 2019, between the City of Waukesha and Super Western, Inc., referred to herein as the Contract.

The Contract remains in effect and unamended except as specifically set forth herein.

1. In “Special Provisions,” at page 8, under the heading “Traffic Control, Detour and Construction Staging,” No. 28 is deleted entirely and replaced with the following:

No. 28 – During the work on this Contract, the following traffic control requirements shall be met:

- Northview Road will be closed to all through traffic during project construction.
- While Northview Road is closed to through traffic, Contractor shall be responsible for maintenance of the work zone, including snow and ice removal, maintenance of required access for emergency vehicles and residents of Northview Road and side streets, and any other maintenance necessary for the conduct of work within the work zone. The City shall not be responsible for any such maintenance.
- Access across and along Northview Road shall be maintained for emergency vehicles and residents residing on Northview Road and side streets connecting to Northview Road; however, access across and along Northview Road shall not be required if access is available to emergency vehicles and residents by other public streets. Access shall not be required for non-emergency vehicles or non-residents of Northview Road or side streets. Where access is required, it shall consist of one 11-foot-wide lane on either a paved or crushed-rock surface except as otherwise specified. Pavement installation shall be phased to maintain this access when it may be done without unreasonably interfering with Contractor’s work.
- Contractor may close access across Northview Road to side streets during roadway construction (including excavation, grading, installation of subgrade and pavement, and installation of curb, gutter, and sidewalks); during installation of water, sewer, and other utilities; and at any time Contractor determines, in good faith, that access must be closed for the safety of workers or the general public, for the protection of the improvements under construction, or when the nature of the work being performed in the area requires no interruptions in order to be completed properly and in compliance with this Contract. Contractor shall, in good faith, maintain access across and along Northview Road for residents residing on Northview Road and side streets connecting to Northview Road when no such considerations exist.
- Safe access must be maintained through the construction site for pedestrians on one side of the roadway at all times (where existing sidewalk currently exists). If needed, temporary walking paths shall be a smooth, hard surface that meets ADA requirements. The contractor shall provide flashers and "Walk Closed" signs as necessary to route pedestrians away from construction activities. No additional payment will be made for maintaining pedestrian access.

- Access to residential driveways on Northview Road shall be maintained until the day concrete pavement or curb and gutter is placed. Driveway approaches should be poured as soon as possible after the concrete road and curbs are poured to minimize the time residents will not have access to their driveways. Property owners shall be notified of required driveway closures at least 48 hours in advance of closure.
- If the concrete pavement alternative is selected, the street shall be paved one half at a time. The Contractor shall be responsible for all required directional signage. Contractor shall make sure the traveled way is clear for traffic by plating manholes or other utilities.
- Payment for plating shall be considered incidental. If the Contractor chooses to plate manhole structures, the Contractor will need to coordinate with the Municipal Garage (262-524-3615) to coordinate the flushing of all mainline sanitary sewers prior to plating. The cost of flushing prior to plating will not be charged to the Contractor, however, any other flushing of the sanitary sewer after plating will be invoiced to the Contractor.

2. No. 28a, which had been added to the Contract by Addendum No. 1, is deleted entirely.

3. The following provision is added to the Contract:

The rights and obligations of this Contract inure solely to the benefit of the City and the Contractor, and nothing in this Contract is intended to create any rights in any third parties.

Amendment dated the \_\_\_\_\_ day of May, 2019.

**City of Waukesha**

\_\_\_\_\_  
By Shawn N. Reilly, Mayor

\_\_\_\_\_  
Attested to by Gina L. Kozlik, City Clerk

**Super Western, Inc.**

\_\_\_\_\_  
(sign above)  
(print name) \_\_\_\_\_  
Title: \_\_\_\_\_