**WISCONSIN DEPARTMENT OF TRANSPORTATION / BUREAU OF AERONAUTICS**

**CONTRACT FOR AIRPORT IMPROVEMENT**

**AIRPORT OWNER AIRPORT NAME PROJECT I.D. CONTRACT NO.**

**(airport owner & tab across) (e.g. BOA100X - AIP-XX)**

THIS CONTRACT for the improvements identified by the above Project I.D. number and generally described as **(enter complete description)**, hereinafter the "project", is made and entered into by the Wisconsin Department of Transportation Secretary, hereinafter "Secretary", as agent for the above airport owner pursuant to Wis. Stat. §114.32(3), and **(contractor name)**, hereinafter the "contractor".

This contract includes alternate **(Alt # included)** and excludes alternate **(Alt # excluded)**.

The contractor's proposal for this designated project, submitted on **(bid opening date)**, is hereby accepted by the Secretary. The proposal, including the applicable plans, specifications, special provisions and all contract documents as described in Part I of the Department of Transportation's **Standard Specifications for Airport Construction**, current edition, are all made a part of this contract.

In consideration of these premises, the contractor will be paid the approximate sum of **(payment amount spelled out)** dollars, $**(amount numeric)**. The actual sum to be paid however will be the aggregate total determined by the work actually performed by the contractor, calculated upon the unit prices set out in the contract documents.

In witness whereof the parties, by their duly authorized officers, have set their hands and seals on the dates indicated.

**CONTRACTOR SECRETARY OF TRANSPORTATION**

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

(Name of Firm or Corporation)

BY: BY:

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

(President, Partner or Owner) David M. Greene, Director

 Wisconsin Bureau of Aeronautics

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

(Secretary)

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Notice to Contractor**

If an individual is doing business as a sole proprietor, enter the firm name and the owner will sign. If doing business as a partnership or a joint venture, enter the firm name and general partner will sign. If a corporation, enter the full corporate name and the president and secretary will sign, and affix corporate seal. Certified copy of action of the board of directors authorizing such officers to execute the contract on behalf of the corporation may be required and will be required if the contract is not executed by the two officers above-named.

 SEAL

**CONTRACT BOND**

Contractor's 100% Performance Bond and 100% Payment Bond

KNOW ALL MEN BY THESE PRESENTS, That we **(contractor name)** as principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as surety, are held and firmly bound unto (the) **(airport owner)**, hereinafter called the Airport Owner, in the Penal Sum of **(performance bond amount spelled out)** Dollars for Performance Bond and **(payment bond amount spelled out)** Dollars for Payment Bond, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal has submitted to the Secretary, as agent for the above Airport Owner, the attached signed proposal dated **(bid opening date)**, and the attached signed contract executed on the part of the principal on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_ based on such proposal, said proposal and agreement being for **(project description)**.

Now, therefore, if the principal will not withdraw the said proposal for the period specified therein and if, in the event the said proposal is accepted and the attached contract is executed on behalf of the Airport Owner, the principal will well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the proposal and agreement as accepted, and any and all duly authorized modifications of the said agreement that may hereafter be made, will pay to each and every person or party entitled thereto all the claims for work or labor performed or materials furnished, including premiums for Worker's Compensation Insurance, for or in or about or under such contract, as provided in Wis. Stat. §779 and §102, statutes amendatory thereto, and any such authorized extension or modification thereof, then this obligation to be void; otherwise to remain in full force and effect.

And said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed in this contract or the specifications accompanying the same will in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument in two original counterparts, under their several seals this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**PRINCIPAL (CONTRACTOR)** (SEAL)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Firm or Corporation) (President, Partner or Owner)

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

(Business Address) (Title)

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

(Payment Remittance Address) DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SURETY** (SEAL)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Corporation or Firm (Attorney or Agent of Surety)

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

(Business Address) (Title)

 DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: A certified copy of a power of attorney of the signatory agent for corporate surety must be attached in every case where corporate surety is used.

**AIRPORT OWNER'S APPROVAL**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Airport Owner) (Airport Owner's Representative)

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

 (Title)

 DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: The airport owner(s) must approve the bond and note the approval date in every case. The title of the person signing the approval must be indicated, according to Wis. Stat. §779.14(1m)(e).

(initials)

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