

**ADVERTISEMENT FOR BIDS
2017 SEAL COAT PROGRAM
VILLAGE OF KRONENWETTER
MARATHON COUNTY, WISCONSIN
PROJECT ID: 2017-001**

Notice is hereby given by the Village of Kronenwetter, Marathon County, Wisconsin, that it will receive sealed bids for **BITUMINOUS SEAL COATING** until 10:30 a.m., on Tuesday, May, 2, 2017 in the office of the Village Clerk located at 1582 Kronenwetter Drive, Kronenwetter, WI 54455. Bids will be publicly opened and read at that time and date.

| ESTIMATED MAJOR QUANTITIES |
|--|
| <p>Schedule 1 <i>CRS-2P Asphalt, 3/8" Fractured Chips, .40-gallons/yd²</i></p> <ol style="list-style-type: none"> 1. Kronenwetter Drive from Maple Ridge Road south to Village Lane 2. Field Road 3. Oakdale Lane 4. Windwood Drive 5. Sedona Court |
| <p>Schedule 2 <i>CRS-2P Asphalt, 3/8" Fractured Chips, .40-gallons/yd²</i></p> <ol style="list-style-type: none"> 1. Pine Road from Tower Road west 2. Kronenwetter Drive from Kowalski Road south approximately 350' 3. Gardner Park Road from Old Hwy 51 west approximately 1000' 4. Kowalski Road from Old Hwy 51 east approximately 4000' including small cul de sac |
| <p>Schedule 3 <i>MS-5 Asphalt, 3/8" Fractured Chips, .35-gallons/yd²</i></p> <ol style="list-style-type: none"> 1. Spatz Drive 2. Maple Ridge Road 3. Plaza Road 4. Horseshoe Drive |
| <p>Schedule 4 <i>CRS-2P Asphalt, FA-2 Fractured Chips, .35-gallons/yd²</i></p> <ol style="list-style-type: none"> 1. Conestoga Lane from Paniolo Road east 2. Moondance Drive 3. Amber Drive 4. Windsong Circle 5. Sunny Meadow Drive 6. Timothy Lane 7. Gary Lee Drive 8. Sundial Avenue 9. Sundown Place 10. Sunbeam Court 11. Johnson Drive 12. Gate of Heaven Road |
| <p>Schedule 5 <i>MS-5 Asphalt, 3/8" Fractured Chips, .35-gallons/yd²</i></p> <ol style="list-style-type: none"> 1. Spot Sealing 3000 yards |

Contract documents may be examined in the office of the Village Clerk, located at 1582 Kronenwetter Drive, Kronenwetter, WI 54455.

Proposal shall be accompanied by a Certified Check or Bid Bond in the amount of not less than 5 percent of the maximum bid, payable to the Treasurer of the Village of Kronenwetter. This is a guarantee that the bidder, if the bid is accepted, will execute and file the Contract. The Certified Check is returnable to the bidder immediately after the signing of the Contract.

A Performance Bond and Payment Bond in the amount of 100 percent of the total bid price, a Certificate of Insurance, together with an executed contract, will be required of the successful bidder.

Potential Bidders shall submit a Bidder's Proof of Responsibility on or before May 2, 2017, with the Village Clerk at the Municipal Center. Potential Bidders shall also show sufficient ability, equipment and experience to properly perform the Contract in accordance with Section 66.0901 Wisconsin Statutes. Bidders who have submitted Proof of Responsibility in 2016 need not resubmit.

The owner reserves the right to reject any or all bids.

The contractor shall be pre-qualified by the Wisconsin Department of Transportation to perform the work in this bid.

A letter of the work described herein is subject to the provisions of Section 66.0901 Wisconsin Statutes.

Issued by Authority of:
VILLAGE OF KRONENWETTER

Richard Downey, Village Administrator

BID FORM

PROJECT IDENTIFICATION: 2017 SEAL COAT PROGRAM
VILLAGE OF KRONENWETTER

CONTRACT IDENTIFICATION: Project ID: 2017-001

THIS BID IS SUBMITTED TO: Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455

FIRM SUBMITTING BID: _____

Schedule 1 CRS-2P Asphalt, 3/8" Fractured Chips, .40-gallons/yd² \$ _____
(Figures)

Schedule 2 CRS-2P Asphalt, 3/8" Fractured Chips, .40-gallons/yd² \$ _____
(Figures)

Schedule 3 MS-5 Asphalt, 3/8" Fractured Chips, .35-gallons/yd² \$ _____
(Figures)

Schedule 4 CRS-2P Asphalt, FA-2 Fractured Chips, .35-gallons/yd² \$ _____
(Figures)

Schedule 5 MS-5 Asphalt, 3/8" Fractured Chips, .35-gallons/yd² \$ _____
(Figures)

TOTAL BASE BID (does not have to equal to the total amounts above) \$ _____
(Figures)

_____ and _____/100 Dollars
(Write in the total base bid)

1. The undersigned BIDDER proposed and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents. The BIDDER also agrees to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 35 days after the day of Bid opening. The BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged).

| Date | Number |
|-------------|---------------|
| | |
| | |
| | |

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality and all local conditions and Laws and Regulations that in any manner may affect cost or furnishing of the Work.

- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical condition at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. No additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities, at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
 - (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (g) BIDDER has given Public Works Director written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Public Works Director is acceptable to BIDDER.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER agrees that completion of the project shall be on August 18th, 2017. Failure to complete the project by the above date shall result in the levying of liquidated damages of \$500.00/day.
5. The following documents are attached to and made a condition of this Bid:
- (a) Required Bid Security in the form of the Bid. Bond.
 - (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
 - (c) Affidavit of Organization and Authority.
 - (d) DILHR's "Disclosure of Ownership" form.
6. Communications concerning this Bid shall be address to:

Richard Downey, Village Administrator
Village of Kronenwetter
1582 Kronenwetter Drive

Kronenwetter, WI 54455
Voice (715) 693-4200 ext. 102
Fax (715) 693-4202

7. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED _____, 2017

BIDDER'S Signature _____

Type/Print Name _____

If BIDDER is:
An Individual

By: _____ (SEAL)
(Type) (Individual's Name) (Signature)

doing business as _____

Business address _____

_____ Telephone No. _____

By: _____ (SEAL)
(Firm Name)

_____ (Type) (General Partners) (Signature)

Business address _____

_____ Telephone No. _____

A Corporation

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Type) (Name of Person Authorized to Sign) (Signature)

(Title)
(Corporate Seal)

Attest: _____
(Type) (Secretary) (Signature)

Business address _____

Telephone No. _____

A Joint Venture

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

FULL AND COMPLETE LIST OF SUBCONTRACTORS

| | Name and Address | Class of Work | Amount of Subcontract |
|----|-------------------------|----------------------|------------------------------|
| 1. | _____ _____ _____ | _____ | _____ |
| 2. | _____ _____ _____ | _____ | _____ |
| 3. | _____ _____ _____ | _____ | _____ |
| 4. | _____ _____ _____ | _____ | _____ |
| 5. | _____ _____ _____ | _____ | _____ |

NOTE: This list cannot be altered after submission without written consent of the Owner.

DISCLOSURE OF OWNERSHIP

1. **INSTRUCTIONS.** On the date a Contractor submits a bid to, or completes negotiations with, a state agency or municipality on a public works construction project subject to ss.66.293(3) or 103.49, Stats., the Contractor shall disclose to the state agency or municipality soliciting or negotiating the bids the name of any other construction business: which the Contractor, or a shareholder, officer or partner of the Contractor, owns or has owned within the preceding three (3) years.

This information is only required to be disclosed if the Contractor, or a shareholder, officer or partner of the Contractor, owns or had owned at least a 25% interest in the "other construction business" on the date the Contractor submits a bid or completes negotiations, or at any time within the preceding three (3) years, and the Wisconsin Department of Industry, Labor and Human Relations has determined that the "other construction business" failed to pay the prevailing wage rate, or at least time and one-half the hourly basic rate of pay for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

2. **DEFINITION.** The term "other construction business" means any business engaged in erecting, construction, remodeling, repairing, altering, painting and decorating buildings, structures or facilities and any business engaged in supplying mineral aggregate, as provided by ss.66.293(3)(c), 103.49(2) and 103.50(3)m Stats.

3. **NAME AND ADDRESS OF OTHER BUSINESSES.** Indicate below the name(s) and address(es) of any "other construction business" which meets the criteria specified above. If none, so state.

| | |
|------------------|---------|
| _____ | _____ |
| Name of Business | Address |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

I hereby state that the information contained in this document is true and accurate according to my knowledge and belief and understand that the willful falsification of any information may result in a civil or criminal penalty pursuant to Chapt. 101, Stats.

| | |
|--------------------|-------------------------------|
| _____ | _____ |
| Name of Business | Signature |
| _____ | This _____ day of _____ 2017. |
| Title | _____ |
| _____ | _____ |
| Name of Contractor | Address (City, State and Zip) |

DILHR-ERD-7717(R.3188) STATUTORY AUTHORITY: ss.ee.293(3Xn)4 and 103.49(7)(d), Stats.

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at by the bidder individually and have been without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me _____
(Bidder)

This _____ day of _____, 2017 _____
(Firm making bid or bids)

OFFICIAL TITLE _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto the Village of Kronenwetter, as OWNER
in the final sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves successors and assigns.

Signed, this _____ day of _____, 2017.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto
and hereby made a part hereof to enter into a contract in writing, for the

NOW THEREFORE:

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto (properly completed in accordance with
said BID) and shall furnish a BOND for his faithful performance of said contract,
and for the payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement created
by the acceptance of said BID.

Then this obligation shall be void otherwise the same shall remain in force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all

claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS
BITUMINOUS SEAL COATING WITH STONE COVER AGGREGATE
2017 SEAL COAT PROGRAM
VILLAGE OF KRONENWETTER
MARATHON COUNTY, WISCONSIN
PROJECT ID: 2017-001**

1. SCOPE OF WORK

This work shall consist of furnishing all materials, equipment, and labor necessary for the application of Bituminous Seal Coating as directed. All work shall conform to WDOT "Standard Specifications for Highway and Structure Construction 2013 Edition" (Standard Specifications).

2. DESCRIPTION

The work shall consist of bituminous seal coating with stone cover aggregate. The work shall be done in accordance with Sections 455, 460 and 475 of Standard Specifications. Bidding and Contract shall conform to Part 1 of Standard Specifications.

3. MATERIALS

Materials furnished and used in the work shall conform to the requirements of Section 455.

3.1 Bituminous Material

The bituminous material to be furnished and applied shall conform to Section 455.2.4.1 Asphaltic Materials of Standard Specifications modified with 5% cut back.

The contractor shall supply the Public Works Director with the proper container for sampling material.

Materials used on site shall be tested by an independent third party at least once during the application process to see that it is in compliance with the specifications. The test results shall be provided to the owner prior to final payment.

The contractor shall supply the Public Works Director with daily documentation on the volume of material applied.

3.2 Cover Aggregate

The cover aggregate shall meet the requirements of Sections 460 and 475 Standard Specifications for seal coating.

The Contractor shall take all precautions to minimize contamination of the aggregate.

Aggregate used on site shall be tested by an independent third party at least once during the application process to see that it is in compliance with the specifications. The Public Works Director shall be notified 24 hours prior to the test being taken to arrange for inspection of the testing. The test results shall be provided to the owner prior to final payment.

4. **EQUIPMENT**

The Contractor shall have available and maintain in good working order the equipment and tools necessary to perform the work. The requirements for the equipment for heating the Asphaltic material and for the distributors shall be as set forth in Standard Specifications. The equipment to be used shall include dragging equipment and aggregate spreading equipment that can be adjusted to spread accurately the quantity specified per square yard, and a self-propelled, pneumatic-tire roller, meeting the requirements of Standard Specifications. Contractor shall furnish a list of the equipment to be used on the project with the bid.

5. **CONSTRUCTION METHODS**

a. Surface Preparations

Immediately prior to applying the Asphaltic materials, the Contractor shall thoroughly clean the existing surface of all loose materials, slit spots, vegetation, and other objectionable materials. Dust and other loose materials in depressions or other places not reached by mechanical sweepers shall be swept with hand brooms or by blowers or flushers. Particular care shall be taken to thoroughly clean the outer edges of the area to be sealed. All costs associated with preparing existing surfaces as described above shall be considered incidental and cost shall be merged with unit prices. Contractor shall hand patch roads before sealing. **Contractor shall cover all utility structures – manholes, water valve boxes, gas valve boxes and other such structures, from seal coating materials. If material leaks through the protection the contractor shall return to clean all such covers so that they can be removed. This shall be included in the unit price. All roadways with existing center lines and fog lines shall be marked with tabs.**

b. Applying Asphaltic Materials

A pressure distributor shall be used for applying the asphalt material. It shall have a ground speed control device interconnected with the asphalt pump such that specified application rate will be supplied at any speed. The pressure distributor shall be capable of maintaining the asphalt at the specified temperature. The spray bar nozzles shall produce a uniform fan spray, and the shutoff shall be instantaneous, with no dripping. Each pressure distributor shall be capable of maintaining the specified application rate. Means shall be provided for accurately indicating the temperature of

the asphalt material at all times. The thermometer well shall not be in contact with a heating tube.

Application will be with full width equipment capable of applying 24' without a center seam. A hose and spray nozzle attachment shall be provided for applying asphalt material to patches and areas inaccessible to the spray bar. The distributor shall be provided with heaters that can be used to bring the asphalt material to spray application temperature. If a seam is necessary, the seam shall be in the center of the road.

c. Applying Seal Coat Aggregate

After application of the Asphaltic material and when the desired stage of tackiness is attained, aggregate for seal coat cover shall be spread uniformly over the treated surface by approved self-propelled mechanical full width spreader capable of applying aggregate 24' without a seam. If a seam is necessary, the seam shall be in the center of the road. Sealing shall be completed by August 15th, 2014.

d. Rolling of Aggregate

Immediately after spreading the aggregate, the surface shall be rolled. Rolling shall start at the edges and continue to the center, lapping one-half the roller width on each successive trip. Rolling shall be accomplished with two pneumatic-tire rollers. The speed and reversing of direction of rollers shall be regulated as to avoid displacement or loosening of the cover material or damage to the Asphaltic material. Rolling shall be continued until the aggregate for the seal coat cover is thoroughly embedded and the surface is smooth and uniform in texture.

e. Vacuum and/or Sweeping of Roadway

Not less than 2 weeks after the application of the seal coat and not more than 5 weeks, the roadways shall be swept or vacuumed at the discretion of the Contractor. All excess material shall be **removed** (not swept into ditch or shoulder) from the project site. This shall be included in the unit price.

This will be required on Schedules 1, 2, 3, and 4. It is not required on all other schedules.

6. TRAFFIC CONTROL

The Contractor shall proceed in such manner as to interfere with traffic as little as possible. The Contractor shall provide flagmen to direct traffic on streets where travel will be restricted.

7. NOTICE

The Contractor shall give the Village a minimum of 7 days written notice prior to beginning work. Said notice shall contain a detailed schedule of work to include

the date work shall begin on each road and the length of time on that road. If changes need to be made to the schedule the contract shall request the change from the Public Works Director in writing. The Public Works Director shall respond within 2 working days. Any work done without 7 days written notice shall not be paid for. The Contractor shall furnish a list of employee by job class.

**INSTRUCTIONS TO BIDDERS
2017 SEAL COAT PROGRAM
VILLAGE OF KRONENWETTER
MARATHON COUNTY, WISCONSIN
PROJECT ID: 2017-001**

1. DEFINED TERMS

The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a quote to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

Complete sets of Bidding Documents must be used in preparing Bids. The Owner assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. QUALIFICATIONS OF BIDDERS

Potential bidders shall submit a Bidders Proof of Responsibility on or before date given in Advertisement for Bids in accordance with Wis. Stats., Section 66.29(2). Proof of Responsibility must be filed utilizing the Owner's form contained in the Bidding Documents. Proof of Responsibility shall be filed with the Owner at the address given in the Advertisement for Bids. If proofs have been previously filed in this calendar year, additional filing is not necessary.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, efforts or discrepancies in the Contract Document.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. AVAILABILITY OF LANDS FOR WORK

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent, changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6. INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to Public Works Director. Interpretations or clarifications considered necessary by Public Works Director, in response to such questions, will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than 5 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

7. BID SECURITY

Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety. The Bid Bond Form included in the Bidding Requirements must be utilized.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the first day after the time period that the bid is subject to acceptance, as given in the Advertisement for Bids, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

8. BID FORM

The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Owner.

All blanks on the Bid Form must be completed in ink or by typewriter.

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority

to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

The address and telephone number for communications regarding the Bid must be shown.

Bids must be priced on a lump sum and/or unit price basis for the base contract as provided in the Bid Form. Separate prices for optional alternates are provided in the Bid Form. The price of the Bid for each optional alternate will be the amount to be added or deducted from the price of the base Bid if the Owner selects the optional alternate.

9. LIST OF SUBCONTRACTORS

A complete list of proposed Sub-Contractors and the class of work to be performed by each must be filed with the Bid. The list may not be added to or altered without a change order from the Owner. [Wis. Stats., Section 66.29(7)]

If requested by the Owner, the apparent successful Bidder shall submit an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Sub-Contractor or Supplier. If Owner, after due investigation, has reasonable objection to any proposed Sub-Contractor, Supplier, other person or organization, either may, before the Notice of Award is given, request the apparently successful Bidder to submit an acceptable substitute in which case the apparent successful Bidder shall submit an acceptable substitute. That bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the contract award.

If apparent Successful Bidder declines to make any such substitution, owner may award the contract to the next lowest Bidder that proposed to use acceptable Sub-Contractors, Suppliers and other persons and organization. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Sub-Contractor, Supplier, other person or organization listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement.

No Contractor shall be required to employ any Sub-contractor, Supplier, other person or organization against whom Contractor has reasonable objection.

10. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

11. MODIFICATION AND WITHDRAWAL OF BIDS

Withdrawal of Bids shall be pursuant to Wis. Stats., Section 66.29(5).

12. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

13. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for the number of days after the day of the Bid opening, as given in the Advertisement for Bids, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

14. AWARD OF CONTRACT

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of Sub-Contractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Sub-Contractors, Suppliers and other persons and organizations must be submitted as provided in the Supplementary Conditions.

Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Sub-Contractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the contract is to be awarded, it will be awarded to the lowest Bidder of the alternates and contracts selected by the Owner, whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the period that bids remain subject to acceptance as given in the Advertisement for Bids.

Bids will be evaluated to determine low bidder.

15. INSURANCE REQUIREMENTS

The limits of liability for insurance shall provide coverage for not less than the following amounts:

Worker's Compensation

- (1) State: Statutory
- (2) Applicable Federal (e.g. Longshoreman's): Statutory

Comprehensive General Liability

- (1) Bodily Injury (including completed operations products liability and broad form):
 - \$500,000 Each Occurrence
 - \$500,000 Annual Aggregate
- (2) Property Damage:
 - \$500,000 Each Occurrence
 - \$500,000 Annual Aggregate
 - or a combined single limit of \$500,000
 - Property Damage liability insurance will provide Explosion, Collapse and Underground coverages.
- (3) Personal Injury to include hazards A, B and C.
 - Zero participation, deletion of employment exclusion.
 - \$500,000 Annual Aggregate
- (4) Umbrella/excess liability – umbrella form
 - Minimum coverage shall be the contract amount rounded to the higher \$1,000,000 (i.e. \$5,525,000 contract, provide \$6,000,000 coverage).

Comprehensive Automobile Liability

- (1) Bodily Injury:
 - \$500,000 Each Person
 - \$500,000 Each Occurrence
- (2) Property Damage:
 - \$500,000 Each Occurrence
 - or combined single limit of \$500,000

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017 by and between the **Village of Kronenwetter** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as:

**2017 Seal Coat Program
Village of Kronenwetter
Marathon County, Wisconsin
Project ID: 2017-001**

Article 2. CONTRACT TIME

The Work will commence on or after 10 days from the date listed on the Notice to Proceed and Final Completion shall occur and be ready for final payment on or before August 15th, 2017.

Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this agreement and the OWNER will suffer financial loss if the work is not completed within the times specified in paragraph 2.1 above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration hearing, the actual loss suffered by OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 2.1 for Completion until the Work is complete.

Article 3. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See Contractor's Bid which is attached hereto as Exhibit 1.

Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the OWNER.

Article 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment. Applications for Payment will be processed by PUBLIC WORKS DIRECTOR.

4.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PUBLIC WORKS DIRECTOR, once a month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

4.2 Retainage

Section 66.29(9)(b), Wisconsin Statutes requires:

Retained percentages. As the work progresses under any contract involving \$1,000 or more for the construction, execution, repair, remodeling or improvement of any public work or building or for the furnishing of any supplies or materials, whether or not proposals for which are required to be advertised by law, the municipality, from time to time, shall grant to the CONTRACTOR an estimate of the amount and proportionate value of the work done, which shall entitle the CONTRACTOR to receive the amount thereof less the retainage, from the proper fund. On all such contracts, the retainage shall be an amount equal to 10% of invoice amount of the work has been completed. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the municipality are valid reasons for non-completion, the municipality may make additional payments; retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or in the alternative may pay out the entire amount retained and receive from the CONTRACTOR guarantees in the form of a bond or other collateral sufficient to ensure completion of the job. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by CONTRACTOR and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.

4.3 Materials-on-Hand

Owner shall make progress payments for 100% of materials and equipment not incorporated in the Work but delivered, suitably stored and accompanied by documentation satisfactory to OWNER.

4.4 Upon Substantial Completion:

See paragraph 4.1

4.5 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by PUBLIC WORKS DIRECTOR.

Article 5. INTEREST

All monies not paid when due shall bear interest at the rate of 10% per annum.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studies (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 CONTRACTOR is aware of the general nature to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7 CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

7.1 This Agreement (pages 1 through 11, inclusive).

7.2 Exhibits to this Agreement (pages 9 through 11).

7.3 Specifications bearing the title Special Provisions to Standard Specifications.

7.4 Drawings.

7.5 Addenda number.

7.6 Bid Proposal (pages 1 through 4, inclusive).

7.7 Any Documentation submitted by CONTRACTOR prior to Notice of Award.

7.8 The Wisconsin Department of Transportation "Standard Specifications for Highway and Structure Construction, 2003 Edition". ("WisDOT Specifications") (Not attached)

7.9 The Wisconsin Construction Site Best Management Handbook. ("Erosion Control Specifications") (Not attached)

Article 8. MISCELLANEOUS

8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such

consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2 OWNER and CONTRACTOR each binds itself, its partners, successors, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Document.

IN WITNESS WHEREOF, OWNER and CONTRACTOR has signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and PUBLIC WORKS DIRECTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2017.

OWNER:
VILLAGE OF KRONENWETTER

CONTRACTOR:

By: _____
Chris Voll, President

By: _____
Type Name: _____

[CORPORATE SEAL]

Attest: _____
Cindra Falkowski, Clerk

Attest: _____
Type Name: _____

Address for giving notices:

Address for giving notices:

1582 Kronenwetter Drive

Kronenwetter, WI 54455

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.

License No. _____

Agent for service of
Process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

**“100% PERFORMANCE BOND AND 100% LABOR AND MATERIALS PAYMENT
BOND MUST BE PROVIDED BY CONTRACTOR AT OR BEFORE TIME OF
OWNER’S EXECUTION OF AGREEMENT”**

Attach forms to this page.

**CERTIFICATE OF INSURANCE
NAME OWNER AS CO-INSURED**

Attach forms to this page.

NOTICE TO PROCEED

To: _____ Date: _____

Project: 2017 Seal Coat Program

Project No.: 2017-001

Village of Kronenwetter

You are hereby notified to commence work in accordance with the Agreement dated:
_____, on or before _____, 2017, and you are to
complete the WORK within _____ consecutive calendar days thereafter.
The date of completion of all WORK is therefore August 18th, 2017.

Village of Kronenwetter
Owner

By: _____
Title: Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

Is hereby acknowledged by:

this the _____ day of _____, 2017.

By: _____

Title: _____