

BID FORM

PROJECT IDENTIFICATION: 2024 Road Maintenance
VILLAGE OF KRONENWETTER

CONTRACT IDENTIFICATION: Project ID: PW2024-002

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

FIRM SUBMITTING BID: Fahrner Asphalt Sealers, LLC

Schedule 1 Rainbow Dr, Eva Rd, Terrebonne Dr from Kowalski Rd to CTH XX and Pine Rd from Tower Rd to CTH X

Crack Sealing, Flex Patch, Chip Seal
CRS-2P Asphalt .40gallons/SY with
25 pounds/SY 3/8 Fractured Chips
Fog Seal
Pavement Marking

\$ 181,369.00

Schedule 2 Sussex Pl, Canterbury Dr, New Castle Dr, Chesterfield Dr, Towerwoods Dr and Mystic Meadow Dr from CTH X to Sussex Pl

Crack Sealing, Flex Patch and Chip Seal
CRS-2P Asphalt .28-gallons/SY with
Black Boiler Slag Aggregate at 18 pounds/SY

\$ 49,850.00

Schedule 3 Pioneer Rd

Crack Sealing, Flex Patch and Chip Seal
PG58-28 Asphalt, .35-gallons/SY with
25 pounds/SY 3/8 Fractured Chips

\$ 69,237.00

Schedule 4 Old Hwy 51 from Maple Ridge Rd to RR Crossing by Village Way Rd
Crack Sealing and Flex Patch

\$ 30,217.00

Total Price Schedule 1-4

\$ 330,673.00

385,000

Option 1 Additional Crack Sealing and Flex Patching
\$ 2.30
Price per Pound

Option 2 Additional Chip Sealing
CRS-2P Asphalt .28-gallons/SY with
Black Boiler Slag Aggregate at 18 pounds/SY
\$ 2.42
Price per Square Yard

Option 3 Additional Chip Sealing
CRS-2P Asphalt .40gallons/SY with
25 pounds/SY 3/8 Fractured Chips
\$ 2.56
Price per Square Yard

Option 4 Additional Chip Sealing
PG58-28 Asphalt, .35-gallons/SY with
25 pounds/SY 3/8 Fractured Chips
\$ 2.27
Price per Square Yard

Option 5 Additional Pavement Marking
\$ 0.74
Price per Linear Foot

****Option 6** Additional Fog Sealing
\$ 0.59
Price per Square Yard

****Schedule 1 Options**

****Option 1** Eva Rd and Pine Rd from Tower Rd to CTH X
Flex Patch, Double Chip Seal in 2 Lifts
1st Lift: CRS-2P Asphalt .40 gallons/SY with
25 pounds/SY 3/8 Fractured Chips
2nd Lift: CRS-2P Asphalt .32 gallons/SY with
20 pounds/SY FA-2 Fractured Chips
Pavement Marking
**Does not include fog seal
\$ 133,702.00
Lump Sum Price

365,238

****Option 2** Rainbow Dr, Terrebonne Dr from Kowalski Rd to CTH XX
Crack Sealing, Flex Patch, Chip Seal
CRS-2P Asphalt .40gallons/SY with
25 pounds/SY 3/8 Fractured Chips
Fog Seal
Pavement Marking
\$ 82,232.00

MAR 15 2024

**ADVERTISEMENT FOR BIDS
2024 ROAD MAINTENANCE
VILLAGE OF KRONENWETTER
MARATHON COUNTY, WISCONSIN
PROJECT ID: PW2024-002**

Notice is hereby given by the Village of Kronenwetter, Marathon County, Wisconsin, that it will receive sealed bids for 2024 Road Maintenance until 10:00 a.m., on Friday, March 15th, 2024 in the office of the Director of Public Works located at 1582 Kronenwetter Drive, Kronenwetter, WI 54455. Bids will be publicly opened and read at that time and date.

Contract documents may be examined in the office of the Public Works Director, 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 March 15th, 2024, 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 2023 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

Leonard Ludi Village of Kronenwetter Administrator

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Pavement Marking

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 25 pounds/SY 3/8 Fractured Chips
 Fog Seal
 Pavement Marking
 \$ 82,232.00

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.

1. 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.
2. 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
N/A	None

- (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 16th, 2024. 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:
- Leonard Ludi, Administrator Village of Kronenwetter, 1582 Kronenwetter Drive, Kronenwetter, WI 54455, Voice (715) 693-4200 ext. 2
Brad Jacobson, Street Dept Crew Lead Village of Kronenwetter (715) 574-5160

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 March 15, 2024

BIDDER'S Signature 

Type/Print Name Mike Frodl, Co-President

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: Fahrner Asphalt Sealers, LLC
(Corporation Name)

Wisconsin
(State of Incorporation)

By: Mike Frodl 

(Type) (Name of Person Authorized to Sign) (Signature)

Co-President
(Title)
(Corporate Seal)

*NO CORPORATE
SEAL ADOPTED*

Attest: Jeff Salewske
(Type) (Secretary) (Signature)
Assistant

Business address 2800 Mecca Drive, Plover, WI 54467

Telephone No. (715) 341-2868

A Joint Venture

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

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.

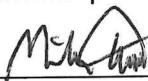
2. DEFINITION. The term "other construction business" means any business engaged in erecting, construction, remodeling, repairing, altering, painting and decorating buildings, structures or facilities and any business engaged in supplying mineral aggregate, as provided by ss.66.293(3)(c), 103.49(2) and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

None	
_____	_____
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.

Fahrner Asphalt Sealers, LLC
 Name of Business
Co-President
 Title
Mike Frodl
 Name of Contractor



 Signature
 This 15th day of March 2024.
2800 Mecca Drive, Plover, WI 54467
 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

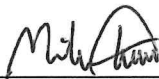
I hereby swear (or affirm) under the penalty of perjury:

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 Mike Frodl
(Bidder)

This 15th day of March, 2024

Fahrner Asphalt Sealers, LLC
(Firm making bid or bids)



2800 Mecca Drive, Plover, WI 54467

OFFICIAL TITLE Co-President

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,
Fahrner Asphalt Sealers, L.L.C. as Principal, and Western Surety Company
as Surety, are hereby held and firmly bound unto the Village of Kronenwetter, as OWNER
in the final sum of Five Percent of Amount Bid (5%)
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves successors and assigns.

Signed, this 12th day of March, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to
Village of Kronenwetter a certain BID, attached hereto
and hereby made a part hereof to enter into a contract in writing, for the
2024 Road Maintenance, Village of Kronenwetter, Marathon County, Wisconsin
Project ID: PW2024-002

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.

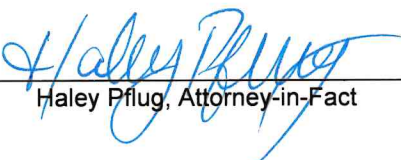
Fahrner Asphalt Sealers, L.L.C.



Mike Frodl, Co-President

*NO CORPORATE
SEAL ADOPTED*

Western Surety Company

By: 

Haley Pflug, Attorney-in-Fact



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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Laurie Pflug, Brian D. Carpenter, Nicole Langer, Craig Olmstead, Jessica Hoff, Heather R. Goettel, Michelle Halter, Kelly Nicole Enghausser, Blake S. Bohlig, Trisha Kasper, Haley Pflug, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereto affixed on this 11th day of April, 2023.

WESTERN SURETY COMPANY



Larry Kasten
Larry Kasten, Assistant Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of April, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is an Assistant Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of March, 2024.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Assistant Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

**Special Provisions 2024
 Crack Sealing, Flex Patching, Chip Sealing, and Pavement Marking
 2024 Road Maintenance
 Village of Kronenwetter
 Marathon County, Wisconsin
 Project ID: PW2024-002**

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1. General

Perform the work under this construction contract for 2024 Crack Sealing, Flex Patching, Chip Sealing, and Pavement Marking for the Village of Kronenwetter as the plans show and execute the work as specified by the Village of Kronenwetter.

2. Scope of Work

The work under this contract shall consist of furnishing all materials, equipment, and labor necessary for bituminous pavement crack treatments, flex patching, and bituminous seal coating on city streets and roadways. All work shall conform to WisDOT "Standard Specifications for Highway and Structure Construction 2023 Edition" (Standard Specifications), except as noted in the Special Provisions.

3. Prosecution and Progress

Provide a time frame for construction of the project within the 2024 construction season to the public works director in writing 14 days prior to the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval the public works director will issue the notice to proceed within 10 calendar days before the beginning of the approved time frame.

To revise the time frame, submit a written request to the public works director at least two weeks before the intended time frame. The public works director will approve or deny that request based on the conditions cited in the request and the effect on the departments scheduled resources.

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

If there is a major or special event on any segment of street or roadway, the entire traveled way and shoulders shall be cleared of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during said events.

Contact the public works director prior to starting the work each day. Indicate the sequence of operations planned for that day. Adhere to the proposed schedule without deviations thereof, unless the public works director is notified of such changes. The contractor is expected to carry and provide a cell phone number to assure convenient communication.

The contractor is advised that there may be multiple mobilizations for such items as traffic control, signing, signing supports, and other incidental items related to staging and daily work operations. No additional payment will be made by the department for the mobilizations.

4. Traffic

Coordinate the single-lane flagging operations in a manner which causes as little delay to the traveling public as possible.

If traffic delays become longer than 10 minutes, coordinate with the public works director to limit or alter construction operations to prevent undue inconvenience to the traveling public.

5. Traffic Control

Lane closures shall only be allowed during daytime hours. Do not implement a lane closure during inclement weather or poor visibility.

When traffic control devices are not in use, they shall be covered and/or removed from the traveled way and shoulders of the roadway.

All signs and all sign supports required for this project shall be incidental to the item of Traffic Control.

Use of flaggers, pilot cars, and all related traffic control items, materials, signs, sign supports, and measures shall also be incidental to the item Traffic Control.

Utilize two-way radios, and additional flag person or persons, within the lane closure areas, to positively direct, control, and safeguard traffic through the work zone.

All contractor vehicles or equipment operating within the project limits shall be equipped with and have flashing yellow lights operating.

Contractor must have an ATTSA trained Traffic Control Supervisor on the project at all times.

Any person acting as a flagger shall have a verified training session taught by a Contractor's qualified trainer.

A flagger shall be at all side roads within the work zone.

Streets with low volume traffic may be closed, when authorized by the public works director.

All workers within the work zones shall wear high-visibility safety apparel. Flaggers shall wear high visibility safety vests, pants, hats and safety glasses at all times.

The Contractor shall provide and install loose gravel signs on all intersections immediately after spreading the aggregate from chip seal application.

6. Bituminous Pavement Crack Treatments

Clean and Fill Method:

Transverse cracks and Longitudinal cracks shall be cleaned and filled (without routing)

Clean and Fill cracks shall be thoroughly cleaned with a minimum of one pass of a heat lance type air wand not more than 2 inches from each face of the crack. Cleaning shall continue until the crack is dry and all dirt or deleterious matter is removed.

The Contractor shall be required to provide protective screening if cleaning and conditioning operations could cause damage to or interference with traffic in adjacent lanes.

The crack sealant shall be placed immediately after the cleaning and conditioning is complete.

All cracks are to be filled with sealant using an application wand followed by a v-shaped squeegee or by a round application head having a concave underside that meets the requirements for shape and size. The maximum width of the application head shall be 2 inches for standard coverage. The maximum width for the application head shall be 4 inches for multi-crack locations. The maximum thickness of the over-band is limited to 0.125 inch. Apply toilet paper or a light coating of sand/dust or de-tacking agent to prevent tracking.

Rout and Seal Method:

Transverse cracks and Longitudinal cracks less than or equal to 0.75 inch wide shall be routed to a width and depth of 0.75 inch. Cracks greater than 0.75 inch wide shall follow the 'Clean and Fill' method of crack repair.

The pavement cutter must cut the design reservoir in one easy pass. Change cutters when it is evident that the reservoir configuration specified is not being achieved in an easy and expeditious manner in conformance with design. Demonstrate the ability to following a meandering cracks and maintaining the centering of the reservoir over the crack ± 0.25 inches. The resulting reservoir shall have vertical sidewalls and a uniform horizontal profile. Cease production if requirements cannot be met.

Any contractor not following these guidelines will be stopped from doing any further work until the requirement is met. No compensation for lost time due to the enforcement of these guidelines will be granted.

Thoroughly clean routed reservoirs with a minimum of one pass the air wand not more than 2 inches from each face of the reservoir/crack. Cleaning continues until the reservoir/crack is dry and all dirt, dust or deleterious matter is removed.

Immediately prior to the placement of crack sealant, condition the surface of both sidewalls, as well as the pavement 1 inch on either side of their sidewalls with hot compressed air from a heat lance. Do not scorch the routed reservoir, crack or adjacent pavement surface.

Place the crack sealant immediately after the completion of the cleaning and conditioning with the heat lance. The heat lance shall be within 100' of the crack sealing operation. The use of sweepers/backpack blowers for crack cleaning is prohibited.

Streets with curb and gutter/or any deemed necessary by the public works director, shall be swept within 48 hours of the crack sealing operation. Any method used to complete this work shall not damage the newly placed sealant. If damage occurs it shall be promptly repaired by contractor.

Seal cracks when the sealant is at the application/pouring temperature recommended by the manufacturer. Using an application wand followed by a v-shaped squeegee or by a round application head with a concave underside or other methods that meets the requirements for shape and size. The width of the over-band, including the reservoir, shall be 2.5 inches wide with a film thickness of 0.125 inch.

The final appearance must be a neat fine line and with the cracks not overfilled. Return the applicator wand to the machine and the crack sealant re-circulated immediately upon completion of each crack sealing. Material must not fall below manufacturer's recommended pouring temperature. Cease production if it does. Apply toilet paper or a light coating of sand/dust to prevent tracking.

Curb and Gutter Flange Joint

Any flange joint that is less than or equal to 0.75 inch wide shall be routed to 0.75 inch wide and 0.75 inch deep. Joints greater than 0.75 inch shall follow the 'Clean and Fill' method of crack repair.

Flush fill or slight over-band is acceptable

Resealing

Existing sealed cracks that exhibit signs of failure allowing water to penetrate the crack such as missing or loss of existing sealant material, cracking of the existing sealant, loss of adhesion to existing pavement and over-band wear shall be 'Cleaned and Filled'. Existing sealant with loss of adhesion on both sides of the crack may require the sealant being removed before new sealant is applied at the discretion of the public works director.

Workmanship

During crack sealing operations, the public works director may review the sealant temperatures at the melting kettle intermittently. If the temperatures are above the manufacturer's specified safe heating temperature, the sealant will be rejected. Empty the kettle of the over-heated material and legally dispose of it in an environmentally safe method.

Asphalt cracks, whether sealed by the 'Clean and Fill' or 'Rout and Seal' or 'Reseal' methods, will be observed on a crack- by- crack basis for acceptable workmanship. Unsealed cracks will be brought to the attention of the contractor. Fill all unsealed cracks before reopening the roadway to traffic.

Sealed cracks shall be rejected if there is evidence of poor workmanship or obvious defects, including but not limited to the following.

- Reservoir not filled completely or sufficient over-band
- Lack of bond to the side-walls of the joint reservoir or crack
- Contamination of the sealant
- Excessive pools of sealant on the pavement or shoulder surface
- Loss of sealant bond to the pavement
- Inadequate quantity or quality of rock chips over the sealant for skid resistance

Rejected sealed cracks shall be repaired, the sealant removed and disposed of in a legal and appropriate manner and the cracks resealed as necessary.

Equipment Requirements

Melting Kettle shall be an oil jacketed double boiler type, equipped with both agitation and recirculation systems capable of starting at ambient temperature and bringing the sealant material to application temperature in one hour, while continuously agitating and recirculating the sealant. The kettle shall be equipped with automatic thermostatic controls and temperature gauges to monitor the sealant temperature in the applicator lines and temperature of heat transfer oil in the kettle jacket. It shall be equipped with a pump to pressure fill cracks with the wand applicator. The kettle shall be properly insulated to insure heat is not radiated to the pavement surface.

Air Compressors Two shall be used and shall be capable of producing a continuous stream of clean, dry air through the nozzle at 75-150 PSI and 225 CFM minimum. The compressor air units shall be equipped with water and oil traps and must produce sufficient air volume and pressure to remove all debris from the crack and all adjacent road surfaces in a safe manner such that the debris will not re-enter the crack prior to the sealing operation. The traps used to remove moisture and oil shall be checked by the contractor at least once per day of production and replaced when necessary.

Heat Lance shall operate with propane and compressed air in combination and be capable of achieving a temperature of heated air at the exit orifice of 1800 degrees F. and a discharge velocity of 3,000 feet per second.

Pavement Cutter/ Router a minimum of two shall be required capable of providing a cut of uniform depth and width. An engine capable of achieving a minimum of 27 horsepower shall power the router. The router blades shall be of such size and configuration to cut the desired joint reservoir in one pass of the rout. The sealant reservoir created shall have vertical sides and a flat bottom. The router must be capable of following and straight or meandering cracks. It must have an automatic depth control to ensure consistent and accurate routing depths. Router must be fit with a dust suppression system.

Router Blades shall be squared up with regularity or replaced if unable to insure a square rout.

Materials shall be a Crafcro product 34201 or 34221 or approved equivalent

7. Leveling Cupped Cracks with Spray Injection Pre-coated stone

APPLICATION

Surface and cracks to be treated shall be cleaned with approved cleaning equipment. Areas of repair shall be free of all foreign material, vegetation, and moisture. Routing may or may not be required.

Surface and/or cracks shall be sealed with a polyester fiber flex-patch sealant. Upon application of the sealant through the wand, the sealant must be hand squeegeed to insure proper coverage. Sealant shall be applied to both fill cracks as needed and provide coverage for surface usage on cupped cracked depressions (transverse cross cracks) and minor alligator areas. Squeegee range from 24 inches to 48 inches wide will be required pending severity of depressed area.

A pre-coated, heated cover aggregate material shall be pneumatically sprayed on top of the sealant while still hot to insure stone penetration in the rubber. Traffic shall not be allowed on the material until it is cured or it has been blotted to prevent tracking.

MATERIAL

Sealant fortified with polyester fibers shall be applied per manufacturer's specifications.

Cover aggregate shall be Fractured Class A stone with 100% passing a 3/8" sieve, 95-100% passing a 1/4" sieve and be pre-coated with 1% 120-150 asphalt cement.

EQUIPMENT

Crack cleaning equipment shall consist of an air compressor capable of delivering a minimum of 250c.f.m. and capable of emitting air through the nozzle within the range of 70 to 150p.s.i. The compressor's air shall be free of moisture.

A heat lance shall be used which is capable of drying out the crack. Temperature at discharge shall be a minimum of 2,200°F and a discharge velocity of 3,000 ft/sec.

The kettle used for heating the sealant must be an oil jacketed double boiler type-melting unit, which is, equipped with both agitation and recirculation systems. It must have separate temperature thermometers for both the oil bath and melting vat to insure proper temperature for the sealant. It must be equipped with a pump to pressure fill cracks with a wand applicator. Pour pots are not acceptable.

- A. Spray Patching Truck: The spray injection equipment must be a self-contained unit and have a heated hopper capacity of 5 cubic yards minimum.
- B. Squeegee size is to be 16 to 48 inches wide.

8. Bituminous Seal Coating with Stone Cover Aggregate

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.

Materials

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

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 where specified).

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.

Cover Aggregate

The cover aggregate shall meet the requirements of Sections 460 and 475 Standard Specifications for seal coating and as amended below:

3/8" (100% fractured chips):

<u>SIEVE SIZE</u>	<u>PERCENT PASSING BY WEIGHT</u>
½ - inch	100
3/8 - inch	95 - 100
No. 4	0 - 60
No. 16	0 - 5

Boiler Slag: Industrial byproduct (coal ash, foundry process waste or other non-hazardous solid waste) may be used to produce seal coat aggregate provided it meets the characterization requirements for category 1 or 2 industrial byproduct as set forth in NR538.08, Wisconsin Administrative Code.

At the time of delivery of the industrial byproduct to the project, furnish to the Public Works Director a Certificate of Compliance the certifies to which category the industrial byproduct conforms.

1. Hard, durable particles of black slag.

2. The sodium sulfate soundness, measured according to AASHTO T 104, shall not exceed 15% loss.
3. Conform to the following gradation requirements:

<u>SIEVE SIZE</u>	<u>PERCENT PASSING BY WEIGHT</u>
3/8 inch (9.5 mm)	100
No. 4 (4.75 mm)	90 - 100
No. 8 (2.36 mm)	45 - 75
No. 40 (425 um)	0 - 8
No. 200 (75 um)	0 - 2

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.

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.

CONSTRUCTION METHODS

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.**

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.

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 July 31st, 2024.

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.

Vacuum and/or Sweeping of Roadway

All excess material shall be swept or vacuumed and **removed** (not swept into ditch or shoulder) from the project site within 1 week from application. This shall be included in the unit price for Schedule 1 & 2 and Option 2 & 3.

9. Pavement Marking

Materials

Furnish pavement marking products from the APL. Submit certificates of compliance certifying that the products supplied under the contract conform to these specifications.

Glass Beads

(1) Furnish dual coated glass beads treated for both moisture resistance and adherence conforming to AASHTO M247, Type I, except with a minimum of 80 percent true spheres. For each batch of beads actually furnished for the work, submit a certificate of compliance certifying that beads supplied under the contract conform to these specifications.

General Marking

Prepare the surface and apply marking as the manufacturer specifies. Provide manufacturer specifications as the engineer requests.

Do not place permanent paint or permanent tape marking if the ambient or pavement temperature is below 50 F.

Apply liquid marking and glass beads across the line at or exceeding the following:

<u>LIQUID MARKING</u>	<u>THICKNESS</u>	<u>BEAD APPLICATION</u>
Latex Paint	(mils) = 15	(pounds per gallon) = 6

Long-Line Marking

Long lines are center lines, lane lines, edge lines, channelizing lines, and dotted extension lines.

On contracts without the Locating No-Passing Zones bid item where pavement resurfacing covers the marking, mark the beginning and end of all existing center lines. After completing the resurfacing, accurately re-mark the center lines.

Liquid Marking Equipment

Use equipment that can spray both yellow and white material to produce uniform lines of the specified dimension. Ensure the equipment can do the following:

- Applies lines both on the left and right sides, not necessarily simultaneously.
- Applies 2 lines simultaneously, with either line in a solid or intermittent pattern, in yellow or white.
- Reports a daily-accumulated installed length for each gun.
- Reports a volume of paint used each day.
- Use automatic, mechanical devices to apply glass beads and report the volume used.

**INSTRUCTIONS TO BIDDERS
2024 ROAD MAINTENANCE
VILLAGE OF KRONENWETTER
MARATHON COUNTY, WISCONSIN
PROJECT ID: PW2024-002**

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 2024 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:

**2024 Road Maintenance
Village of Kronenwetter
Marathon County, Wisconsin
Project ID: PW2024-002**

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 16th 2024.

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

7.2 Exhibits to this Agreement

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, latest 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 _____, 2024.

OWNER:
VILLAGE OF KRONENWETTER

CONTRACTOR:

By: _____
Chris Voll, President

By: _____

Type Name: _____

[CORPORATE SEAL]

Attest: _____
Bobbi Birk-LaBarge, 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: 2024 Road Maintenance

Project No.: 2024-002

Village of Kronenwetter

You are hereby notified to commence work in accordance with the Agreement dated:
_____, on or before _____, 2024, and you are to
complete the WORK within _____ consecutive calendar days thereafter.
The date of completion of all WORK is therefore August 16, 2024.

Village of Kronenwetter
Owner

By: _____

Title: Village President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

Is hereby acknowledged by:

this the _____ day of _____, 2024.

By: _____

Title: _____