

**PROJECT MANUAL  
FOR  
2018 PAVING PROGRAM  
VILLAGE OF SOMERS  
KENOSHA COUNTY, WISCONSIN**

If you have any questions concerning these  
plans and specifications please contact:

William A. Morris  
Village Administrator  
(262) 859-2822

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**OFFICIAL NOTICE TO BIDDERS**  
2018 PAVING PROGRAM  
VILLAGE OF SOMERS  
KENOSHA COUNTY, WISCONSIN

The Village of Somers will receive sealed Bids for the year 2018 Paving Program until **10:00 AM**, Local Time, on **APRIL 16, 2018**, at the office of the Village Clerk, 7511-12th Street, Kenosha, Wisconsin 53144, at which time and place all Bids will be publicly opened and read aloud.

**Project(s):**

- |  |                            |                            |                            |
|--|----------------------------|----------------------------|----------------------------|
| 1) 113 <sup>th</sup> Avenue & 4 <sup>th</sup> Street   | 2) 61 <sup>st</sup> Avenue | 3) 12 <sup>th</sup> Avenue | 4) 82 <sup>nd</sup> Avenue |
| 5) 63 <sup>rd</sup> Avenue, 10 <sup>th</sup> Place Cul De Sac & 10 <sup>th</sup> Street Cul De Sac |                            |                            |                            |

**PROJECT SUMMARIES**

- 1) 113<sup>th</sup> Avenue & 4<sup>th</sup> Street. **Special Note: Due to the Wisconsin DOT's improvement to Kenosha County HWY K the prudent approach to this project is to coordinate completion of this project with Wisconsin DOT activities.** Full thickness pulverization of existing pavement of 113<sup>th</sup> Avenue from the intersection of Kenosha County HWY KR to 300 feet of 4<sup>th</sup> Street, foundation sub-grade regrading and compaction to a 2% slope, crushed aggregate base course furnished and placed as required to enhance sub-grade, 3LT 58-28S Asphaltic concrete pavement binder coarse of 3 inches, 4LT 58-28S Asphaltic concrete surface coarse of 2 inches, Asphalt driveways and Intersections to be milled to blend into new pavement height, 4<sup>th</sup> Street resurfacing project from the intersection of from 120<sup>th</sup> Avenue (Frontage Road), to adjoining intersection of pulverization. Disintegrated areas designated by owner to be cleaned and filled with binder asphalt, intersections to be milled to provide smooth transition, existing roadway surface heavily tack coated, 4LT 58-28S Asphaltic concrete surface coat of 2 ½ inches, Asphalt driveways milled to provide smooth transition, shoulders restored to new roadway height.
- 2) 61<sup>st</sup> Avenue. Full thickness pulverization of existing pavement from 63<sup>rd</sup> Street to 67<sup>th</sup> Street, foundation sub-grade regrading and compaction to a 2% slope, crushed aggregate base course furnished and placed as required to enhance sub-grade, 3LT 58-28S Asphaltic concrete pavement binder coarse of 3 inches, 4LT 58-28S Asphaltic concrete surface coarse of 2 inches, Asphalt driveways and Intersections to be milled to blend into new pavement height, Gravel driveways to be restored to road height the distance of the road right-of-way, grade and pitch ditches as required to provide drainage in selective areas, shoulders restored to new roadway height, manholes and water valve box raised as required, acquisition and installation of two cross culverts, acquisition and installation of storm tube.
- 3) 12th Avenue. Resurfacing project from the intersection of Sheridan Road to termination. Disintegrated areas designated by owner to be cleaned and filled with binder asphalt, intersection to be milled to provide smooth transition, existing roadway surface heavily tack coated, 4LT 58-28S Asphaltic concrete surface coat of 2 ½ inches, Asphalt driveways milled to provide smooth transition, asphalt commercial approaches to be restored to provide integrity and smooth transition, gravel driveways to be restored to road height the distance of the road right-of-way, shoulders restored to new roadway height, manholes and water valve box raised as required.
- 4) 82<sup>nd</sup> Avenue. Full thickness pulverization of existing pavement from 12<sup>th</sup> Street to 12<sup>th</sup> Place, foundation sub-grade regrading and compaction to a 2% slope, crushed aggregate base course furnished and placed as required to enhance sub-grade, 3LT 58-28S Asphaltic concrete pavement binder coarse of 3 inches, 4LT 58-28S Asphaltic concrete surface coarse of 2 inches, Asphalt driveways and Intersections to be milled to provide smooth transition, Gravel driveways to be restored to road height the distance of the road right-of-way, shoulders restored to new roadway height,.

- 5) 63<sup>rd</sup> Avenue, 10<sup>th</sup> Place Cul De Sac & 10<sup>th</sup> Street Cul De Sac. Full thickness pulverization of existing pavement from address 1120, 63<sup>rd</sup> Avenue to termination of 63<sup>rd</sup> Avenue and 10<sup>th</sup> Place, resurfacing of 63<sup>rd</sup> Avenue from intersection of 12<sup>th</sup> Street to address 1120, 63<sup>rd</sup> Avenue, pulverized area to have foundation sub-grade regrading and compaction to a 2% slope, crushed aggregate base course furnished and placed as required to enhance sub-grade, 3LT 58-28S Asphaltic concrete pavement binder coarse of 3 inches, 4LT 58-28S Asphaltic concrete surface coarse of 2 inches, resurfacing area to have disintegrated areas designated by owner to be cleaned and filled with binder asphalt, intersections to be milled to provide smooth transition, existing roadway surface heavily tack coated, 4LT 58-28S Asphaltic concrete surface coat of 2 ½ inches, Asphalt driveways milled to provide smooth transition, shoulders restored to new roadway height, manholes raised as required.

All Bidders shall comply with the Contractor Qualification Ordinance of the Village of Somers requiring pre-qualification of Bidders **prior to obtaining bidding documents** or submitting bids or to act as a Contractor or Subcontractor on any public improvement project. Application for Qualification forms may be obtained from the Village of Somers at 7511 6 12th Street (CTH E), Kenosha, Wisconsin 53144 or on the Village web site at [www.somers.org](http://www.somers.org).

The Contract Documents and Specifications are on file with the Village Clerk, at the Village of Somers office located at 7511-12th Street (CTH E), Somers, Wisconsin. A non-refundable processing and handling fee of **\$5.00** will be required for each set of Contract Documents **picked up** at the Village Office. A non-refundable processing, handling and postage fee of **\$10.00, paid in advance**, for each set of Contract Documents **sent via mail**.

All contractors will be required to comply with the Equal Employment Opportunity Provisions of the Wisconsin Fair Employment Act and with all Prevailing Wage Requirements of the State of Wisconsin and all work is subject to Section 66.0903 of Wisconsin Statutes.

No Bid shall be received unless accompanied by a Certified Check or Bid Bond equal to at least 5% but not more than 10% of the Bid, payable to the Village of Somers, as a guarantee that if the Bid is accepted, the bidder will execute and file the Contract, Performance and Payment Bonds, and the Insurance Certificates, that are required by the Contract Documents, within the time limit set by the Village of Somers.

If the successful Bidder so files the above Documents, the Check or Bid Bond will be returned upon the execution of the Contract by the Village of Somers. In case the bidder fails to file the above Documents, the amount of the Check or Bid Bond shall be forfeited to the Village of Somers as liquidated damages.

The successful Bidder will be required to furnish satisfactory Performance and Payment Bonds for the full amount of the Contract Price for each of the above Projects Bond.

The Village of Somers reserves the right to reject any and all Bids, waive any informalities in bidding, or to accept the Bid which is in the best interest of the Village of Somers. No Bid shall be withdrawn for a period of 40 days after the opening of the Bids without the consent of the Village of Somers.

**DATED THIS: MARCH 2, 2018**

BY ORDER OF THE VILLAGE OF SOMERS  
GEORGE STONER, VILLAGE PRESIDENT  
TIMOTHY KITZMAN, CLERK/TREASURER

## INSTRUCTIONS TO BIDDERS

### 1. BIDDING PROCEDURE

- A. The method of bidding a Contract with the Village of Somers is described as follows and must be strictly complied with:
- 1) The first step is the filing of a Proposal or Bid on the form the Owner has prepared. This Bid Proposal must have attached to it the Affidavit of Organization and Authority, which indicates whether the Bidder is a Corporation, a Limited Liability Company, a Partnership or a Sole Trader. The Affidavit must contain a sworn statement that the Bidder has examined and carefully prepared the Proposal from Specifications and has checked the same in detail.
  - 2) At the same time there must be filed either the required Bid Bond or Certified Check in the required amount, as set forth below, conditioned that if the Bidder is successful, he will, within the time limited by the Owner, file the properly executed Contract, Performance and Payment Bonds. The Owner requires either a Bid Bond or Certified Check of at least 5% of the Bid. The time limit for filing the executed Contract, Performance and Payment Bond is 10 days from the time the Owner notifies the Bidder in writing that he is the successful Bidder. The successful Bidder will be required to furnish satisfactory Performance and Payment Bonds for the Full amount of the Contract Price for each of the above Bonds. If the Bidder fails to do so within the specified time as required by the Owner, the amount of the Certified Check or Bid Bond will be forfeited to the Owner as liquidated damages.
  - 3) **Qualifications of Bidders:** To demonstrate qualifications to perform the work, each bidder must be pre-qualified pursuant to Chapter 22 of the Code of Ordinances of the Village of Somers and be prepared to submit within five (5) days of owner's request, sworn written evidence such as financial data; previous experience, present commitments and other such data as may be called for by the owner to substantiate to perform the work encompassed by these specifications. Each bid must contain evidence of bidder's qualification to do business in the state where the project is located or covenant to obtain qualification prior the award of the contract.  
**The Village of Somers pre-qualification forms are available at the Village Office or on the Village Web Site at [www.somers.org](http://www.somers.org).** The object of the questionnaire is not to discourage bidding or make it difficult for qualified Bidders to file Bids, nor is it intended to discourage beginning contractors. It is intended to make it possible for the Owner to have exact information on financial ability, equipment and experience in the field of the Contracts at hand in order to minimize the hazards involved in them. The Owner reserves the right to require additional information before awarding the Contract in order to determine qualification of the work.
  - 4) No Proposal shall be withdrawn for a period of 40 days from the time of Bid opening without the written consent of the Owner.
- B. All Proposals shall be made upon the bidding form furnished in this set of Contract Documents. The Bid price shall be in writing and in figures, and in case of conflict, the former shall apply.
- C. The following information shall be provided when signing for the Proposal:
- 1) The place of residence of every Bidder with the County and State must be given after his signature.
  - 2) If the Bid is by a Corporation, the Proposal shall be signed with the Corporate Name by the President and Secretary who shall each sign. The Corporate Seal shall be attached. If the Corporation has no seal, a statement to that effect shall be made.
  - 3) If the bid is by a Limited Liability Company, the Proposal shall be signed by a managing member.
  - 4) If the Bid is by a Partnership, the Proposal shall be signed in the Partnership Name and then by each of the Partners. If it cannot be signed by all Partners, satisfactory proof shall be furnished showing the power of the Partner or Partners who do sign to bind the Partnership.

## **2. RIGHT OF WAIVER OR REJECTION**

- A. The Owner reserves the right to reject any or all Bids, waive any irregularities in the bids or to accept the Bid which the Owner feels will serve his best interests.
- B. The Owner may consider irregular and subject to rejection any Bid that contains unit prices that are considered excessive or unreasonable or any Bid that is not prepared according to the instructions contained in these Documents. Unbalanced Bids are subject to rejection.
- C. A Bid Proposal will be rejected because of gross errors in computation which cannot be resolved by mathematical correction without resorting to information not contained in the Bid.
- D. Errors in extension may be corrected providing that the unit cost is legible and can be definitely identified as complying with item specifications. The total Bid shall be adjusted in accordance with approved extension corrections. An extension may not be divided by number of units specified to determine a unit cost if such is omitted by the Bidder. It is the responsibility of the Bidder to submit a neat, accurate and complete Proposal if his Bid is to be accepted.
- E. Failure to quote on all items, unless specifically exempted, shall disqualify the Bid. When quotations on all items are not required, Bidders shall insert the words "NO BID", where applicable.

## **3. RETURN OF BID DEPOSIT**

- A. The Bid deposit of the three (3) lowest Bidders shall be retained until the Contract with the successful Bidder has been executed by the Owner. The other Bid deposits shall be returned within 3 days of the Bid opening.

## **4. MINIMUM WAGE**

- A. The minimum wage scale, which shall be paid by the Contractor to the employees upon this project, shall be as per the prevailing wage rate pursuant to the provisions of Section 66.0903 of the Wisconsin Statutes, as may be applicable to this project.
- B. The wage rates may be examined at the office of the Clerk of the Owner, and/or included in the Contract Documents.

## **5. PLANS AND CONSTRUCTION SITE EXAMINATION**

- A. Bidders shall thoroughly examine and familiarize themselves with all aspects of the Construction Site including but not limited to, location of the work, soils condition, local ordinances, quantities, required for a complete project per street or site, etc.
- B. Before performing subsurface investigations, Bidders must obtain permission from the Owner. Bidders shall be responsible for obtaining the location of any underground utilities from the appropriate Utility and shall be responsible for the protection of such utilities during subsurface investigations.
- C. Bidder shall review the Specifications and bring to the attention of the Owner any questions, suspected inaccuracies or omissions as soon as noted. Clarification of the item will be made by addenda to Bidders and each addendum shall be noted as received on the Proposal form. If no questions concerning the Specifications are brought to the attention of the Owner, it will be assumed that the Bidder has a thorough comprehension of the Specifications.

D. Site and Other Areas: The site is identified in the bidding documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by the contractor.

## 6. BID OPENING

- A. The Bid opening is open to the public. The Bids shall be opened, read aloud and referred to the Village Administrator for review. Upon review and recommendation by the Village Administrator, the Village Board shall award the Contract to the lowest responsive, responsible Bidder for each project or total project. This Bidder shall be notified at the earliest possible date.
- B. The low Bid on a unit price Proposal shall be the total of unit prices extended by the estimated number of units as set forth in the Proposal. The low Bid on a lump sum Contract shall be the low base Bid.

## 7. INSURANCE

A. The Contractor shall furnish the following insurance coverage for this project:

1) Workmen's Compensation and Employers Liability

a) The liability limits shall not be less than:

- |                            |   |
|----------------------------|---|
| (1) Workmen's Compensation | Statutory                                       |
| (2) Employers Liability    | \$100,000 Bodily Injury by Accident             |
|                            | \$500,000 Bodily Injury by Disease-Policy Limit |
|                            | \$100,000 Bodily Injury by Disease per Employee |

Policy shall contain a "Hold Harmless Agreement" favoring the Village of Somers.

2) Comprehensive Motor Vehicle Liability

a) The liability limits shall not be less than:

- |                                       |                       |
|---------------------------------------|-----------------------|
| (1) Bodily Injury and Property Damage | \$1,000,000           |
|                                       | Combined Single Limit |

Policy shall contain a "Hold Harmless Agreement" favoring the Village of Somers.

3) Comprehensive General Liability

a) The liability limits shall not be less than:

- |  |                       |
|--|-----------------------|
| (1) Personal Injury, Bodily Injury and Property Damage | \$1,000,000           |
|  | Combined Single Limit |

Policy shall contain a "Hold Harmless Agreement" favoring the Village of Somers.

4) Owner's Protective Liability (Independent Contractors Insurance)

a) The liability limits shall not be less than:

- |                                       |                       |
|---------------------------------------|-----------------------|
| (1) Bodily Injury and Property Damage | \$1,000,000           |
|                                       | Combined Single Limit |

Policy shall contain a "Hold Harmless Agreement" favoring the Village of Somers.

5) Umbrella Excess Liability

a) The liability limits shall not be less than:

- |                             |
|-----------------------------|
| \$1,000,000 each occurrence |
| \$1,000,000 Aggregate       |

6) Completed Operations and Products Liability coverage for the life of the contract and maintain coverage for a period of two (2) years after final acceptance by Owner.

## SUPPLEMENTAL GENERAL CONDITIONS

### 1. SUPPLEMENTAL GENERAL CONDITIONS

- A. The General Requirements and Covenants, of the State of Wisconsin, Department of Transportation *Standard Specifications*
- B. for Highway and Structure Construction, 2018 Edition, the Supplemental Specifications, Edition of 2018, and all Interim Supplemental Specifications, will be used as the General Conditions for this project.
- 1) All references to the Department or State (The Department of Transportation of the State of Wisconsin) shall be interpreted to mean the Owner.
  - 2) In the event of a discrepancy between the General Conditions and the Supplemental Specifications on road construction work, the General Requirements and Covenants shall govern.
- B. The following amendments shall be made to the General Conditions:
- 1) The insurance requirements as set forth in the Instructions to Bidders shall apply to this project in place of the limits set forth in the General Conditions.
  - 2) The indemnification and save harmless requirements of Subsection 107.12 of the *State Specifications* shall apply in place of those requirements in Section 1.8.4 of the *Standard Specifications*.
- C. The Contractor shall submit to the Owner for review by the first of the month, an application for payment on a form filled out and certified by the Contractor covering the Work as of the date of the application.
- D. After each Application for Payment has been found acceptable by the Owner, the Owner will pay ninety (95) percent, retaining 5 percent, of the estimated value less any previous payments to the Contractor until the project is fifty (50) percent complete. At fifty (50) percent completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Owner certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the contractor. At fifty (50) percent completion or any time thereafter, when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten (10) percent of the value of the work completed. For the purposes of this subparagraph, estimates may include any fabricated or manufactured materials and components specified, previously paid for by the contractor and delivered to the Work or properly stored and suitable for incorporation in the Work embraced in the Contract.
- E. The Contractor shall be responsible for compliance with all Federal, State and local laws, including OSHA Standards, and with any other applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The contractor shall provide all safeguards, safety devices and protective equipment and shall be responsible for initiating, maintaining and supervising all safety precautions and programs utilized by the contractor and his sub-contractors in the performance of their work and shall take any other actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of work on this project.
- F. The Contractor shall be responsible for the construction means, methods, techniques or procedures, equipment, and for safety precautions or programs unless such means and equipment are specified in these Contract Documents, utilized in the performance of work on this project. The contractor shall comply with Section 108.5, Equipment, Methods and Materials, of the *State Specifications*.



- G. The Owner shall require the Contractor to furnish lien waivers for labor and materials used, at any time during the project as well as at completion of the project.
- H. Interpretations and Addenda: All questions about the meaning or intent of the contract documents are to be directed to the Village Administrator in writing. Interpretations or clarifications considered necessary by the Village Administrator in response to such questions will be issued by addenda mailed or delivered to all parties recorded by Village Administrator as having received the bidding documents. Questions received less than ten (10) days prior to the date of opening bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without any legal effect.

## **WAGE RATE REQUIREMENTS**

### **1. WAGE RATE SCHEDULE.**

- A. The current prevailing wage rate determination, issued by the State of Wisconsin Department of Workforce Development, will be in effect during the time of this Contract.
- B. This wage schedule does not prohibit the payment of a higher rate nor does it limit the amount of hours worked during a particular period of time.
- C. A copy of the prevailing wage rate determination must be posted by the Contractor in at least one conspicuous and easily accessible place at the site of the project.
- D. The Bidder shall submit with his bid, on the Disclosure of Ownership form enclosed as part of the Proposal, the name(s) of any "other construction business" which the Bidder, or a shareholder, officer or partner of the Bidder, owns or has owned within the preceding three (3) years.
- E. The Contractor must file an affidavit with the Owner, prior to receiving final payment, which states that all of the provisions and requirements of s. 66, Wis. Stats. have been complied with, that the Contractor has received similar evidence of compliance from all agents and subcontractors and that full and accurate records have been kept. The Owner will not authorize final payment to the Contractor until an affidavit is filed in proper form and order.
- F. Additional information regarding wage rate requirements may be obtained by contacting the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, WI 53708. Phone: (608) 266-6860.
- G. Prevailing Wage Requirement Exhibit included with bid packet.

# SPECIAL PROVISIONS

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# SPECIAL PROVISIONS

2018 PAVING PROGRAM  
VILLAGE OF SOMERS  
KENOSHA COUNTY, WISCONSIN

## 101. GENERAL

### A. Definition of Work.

- 1) The work covered by this Contract(s) shall consist of furnishing all labor, equipment, tools, supervision, machinery, supplies and all materials necessary to complete the 2018: Paving Program.
- 2) Plans.
  - a) The work is described in these Special Provisions for the projects listed on the Proposals.
- 3) Plans/Specifications at Project Site.
  - a) The Contractor shall have a complete set of plans and specifications at the project site at all times.  
**Specifications shall include:**
    - (1) Project manual, including Special Provisions;
    - (2) "**Standard Specifications**", if applicable;
    - (3) "**State Specifications**";
    - (4) Other documents pertaining to the project.

### B. Specifications.

- 1) All references to "**State Specifications**" refer to the State of Wisconsin, Department of Transportation, "**Standard Specifications for Highway and Structure Construction**", 2018 Edition, the "Supplemental Specifications", 2018 Edition and all "Interim Supplemental Specifications".
  - a) All references to the "Department" or "State" (The "Department of Transportation of the "State" of Wisconsin) shall be interpreted to mean the Owner.
  - b) All references to metric unit(s) shall be converted to their nearest whole equivalent English unit(s) (U.S. Standard) in accordance with DOT conversion tables. Any necessary adjustments or interpretations shall be made by the Owner.
- 2) In the event of a discrepancy between these "Special Provisions" and either the "**Standard Specifications**" or the "**State Specifications**", these "Special Provisions" shall govern.
- 3) Copies of the "**Standard Specifications for Highway and Structures**, 2018 Edition, may be obtained upon request from:

Wisconsin Dept. of Transportation  
4802 Sheboygan Avenue  
Hill Farms State Office Building  
Madison, WI 53705

### C. Staking Line and Grade.

- 1) Each Contractor shall provide all necessary staking of each project at no additional expense to the Owner. Staking will be performed by a Wisconsin License Surveyor hired by the contractor after approval of the Owner.

### D. Alternate Materials.

- 1) The Contractor may furnish alternate materials in place of those specified in these Special Provisions where or equal is stated and when the following provisions have been complied with. "If the Contractor wishes to substitute an alternate material as an "equal" to the material specified, he shall first submit a detailed description of such to the Owner for their review and approval/disapproval. The Contractor shall not install any alternate materials prior to receiving approval for their use. Only those materials listed in these Special Provisions or approved as alternates may be used on this project."

E. Work Schedule.

- 1) The Contractor shall complete the work in accordance with the schedule specified in the Proposal. The Contractor may be required to provide a construction schedule prior to beginning work on this project.
  - a) Once construction has started on the project, the Contractor shall work continuously until the project is complete. Workdays are defined as Monday through Friday (excluding inclement weather days and holidays). Suitable days shall be determined by the Owner. A sum of \$300.00 for each suitable day on which no substantial work is completed shall be deducted from any monies due to the Contractor.
- 2) Refer to Section 110 of these Special Provisions for additional work scheduling/completion requirements.

F. Basis of Payment.

- 1) Payment for work completed under this contract shall be in accordance with the appropriate sections of the "*Standard Specifications*" or "*State Specifications*".
- 2) All miscellaneous or minor work necessary to complete the project, but not listed as bid items in the Proposal, shall be considered incidental to and included in the prices bid for other items of work.

**102. PERMITS AND EASEMENTS**

A. Permits and Approvals.

- 1) No permits or approvals are required for this project.

B. Easements and Construction License Agreements.

- 1) No easements or construction licenses are required for this project.

C. Soil Boring Permit/Approval.

- 1) Contractors (Bidders) shall obtain permission from the Owner prior to performing subsurface investigations. Street opening or highway permits may be required for taking soil borings within streets or highways maintained by Village, County or State highway departments.
- 2) The Contractor is reminded to contact all utilities, as well as Digger's Hotline, before performing soil boring work.
- 3) Soil borings shall not be taken within existing pavement or shoulder areas without the Owner's specific approval of same. All boring holes shall be completely filled after the work has been completed.
- 4) Borehole/Drillhole Abandonment.
  - a) All boreholes shall be completely filled after the work has been completed Drillholes (boreholes) shall be abandoned in accordance with Wisconsin Statutes and DNR Regulations.

**103. NOTIFICATION OF UTILITIES**

A. Utility Location and Coordination.

- 1) The Contractor shall contact Digger's Hotline at (800) 242-8511, as well as other utilities not served by Digger's Hotline but having facilities in the work area, at least three (3) full business days prior to construction to notify the utilities to locate their underground facilities.
- 2) A preconstruction meeting will be held, if required, to coordinate the work operations of the Contractor and the utility companies and resolve any conflicts that may exist.

B. Utility Protection.

- 1) It shall be the responsibility of the Contractor to protect all utilities that are encountered in his work operations. The Contractor shall contact utilities to determine their procedure and schedule for supporting and/or relocating poles and shall notify any above ground utility such as electric and telephone companies to relocate or reinforce any poles, ties or anchor which may be on or near the line of the proposed utility or weakened by excavation for the proposed utility or within road construction grading limits. All costs of protecting existing utilities such as tunneling sheathing, bracing or relocation including utility company bracing and relocation charges shall be considered incidental to utility construction.

C. Utility Contacts.

**110. WORK SCHEDULE - PROJECT COMPLETION**

- A. The Contractor shall complete all work on this project, including replacement and restoration work, by the date specified or within the time allowed in the Proposal.
- B. It is the Owner's intent to complete all work, including restoration, in a continuous manner, as quickly as possible, to minimize disruption and inconvenience to the public.
- C. Substantial Completion.
  - 1) Definition.
    - a) Substantial completion of a road project, or a section thereof, is defined as "such time as the utility work and/or road work is completed, to a point that lawn restoration may be completed."
    - b) The date of substantial completion shall be determined by the Owner using his best judgment.
  - 2) The Owner may determine that the project is substantially complete even though some work remains; i.e., placement of back-ordered materials such as manhole castings, etc. or final testing and approval. The Owner may also set a date of substantial completion for triggering the final restoration timetable if, in the judgment of the Owner, the Contractor is not making a good faith effort to complete the work in a timely manner.
- D. Completion of Site Restoration.
  - 1) Notice to Proceed with Restoration
    - a) The provisions of this Section shall apply only if the Contractor substantially completes the project more than 30 days before the completion date or time specified in the Proposal. In the event that a Notice to Proceed with Restoration is issued, the completion time allowed by such notice shall apply for the project and shall supersede the completion date or time specified in the Proposal.
    - b) At such time as the project is substantially complete (as defined above in Subsection C) the Owner will issue a written notice to the Contractor to proceed with final restoration; i.e., surface replacement (pavements, shoulders, driveways, parking areas, etc.) and site restoration (lawns, etc.). All replacement and restoration work shall be completed within thirty (30) calendar days after the date of the Notice to Proceed with Restoration.
    - c) Definition of Restoration.
      - (1) The terms restoration or site restoration, as used in the context of this Section, shall be defined as including all surface replacement and site restoration work.
  - 2) Liquidated Damages.
    - a) If replacement and restoration work are not completed within the time period specified by the Notice to Proceed with Restoration, there shall be deducted from any monies due the Contractor or Surety a sum of \$500.00 for each and every calendar day thereafter, that the work shall remain uncompleted.
  - 3) Any restoration work that cannot be completed within the time period specified through no fault of the Contractor and any restoration work that must be redone due to further construction work shall be replaced or restored as quickly as possible. If such work is not completed within a reasonable amount of time, the Owner will issue a Notice to Proceed with Restoration, per the provisions of Paragraphs D.1. and D.2. above, except that the Contractor will be allowed only ten (10) calendar days from the date of such notice to complete all restoration work.
  - 4) Unacceptable or defective restoration work shall be repaired or replaced immediately or shall be considered as not being completed and shall be subject to the liquidated damages specified above. Restoration work found to be unacceptable through no fault of the Contractor, such as grass seed failing to take, shall be restored immediately or within fourteen (14) calendar days after the date that a Notice to Proceed with Restoration (if required) is issued.

E. Seasonal Restoration.

- 1) Work completed during times that weather adversely affects pavement or lawn restoration shall be restored as quickly as possible when weather conditions permit and shall be completed within the time periods specified below.
- 2) Lawn Restoration.
  - a) Seeding may be done at any time during the growing season when soil conditions are suitable. Seeding will be completed by October 1st.

**650. EROSION CONTROL**

A. General.

- 1) The Contractor shall take all measures necessary to minimize erosion, water pollution and siltation caused by construction of this project. Erosion control measures shall be in accordance with Wisconsin DOT and DNR Best Management Practices. The Contractor shall comply with the provisions of local erosion control plans and/or ordinances.
- 2) Erosion Control Plan.
  - a) Prior to beginning work, the Contractor may be required to submit an erosion and sediment control plan, detailing specific measures that will be employed in the various stages of construction for approval by the Owner.
- 3) Implementation.
  - a) The Contractor shall not begin work until after initial erosion and sediment control devices are in place and approved by the Owner.
- 4) Costs.
  - a) All costs for erosion control measures, unless bid separately in the Proposal or listed in the Schedule of Fixed Prices, shall be included in prices bid for other items.

B. Erosion Control Measures.

- 1) Erosion control measures shall include, but not be limited to the following:
  - a) Divert upstream runoff from flowing through the construction site.
  - b) Protect downstream or adjacent waterways and wetlands with silt fence.
  - c) Delay stripping topsoil until required for construction.
  - d) Place silt fence or erosion control bales in ditches and other drainage ways to collect sediment and to slow the velocity of runoff.
  - e) Construct sedimentation basins.
  - f) Protect storm sewer inlets and the upstream end of culverts with silt fence or erosion control bales.
  - g) Prompt removal of excavated material.
  - h) Proper storage of backfill and bedding materials including placing silt fence or erosion control bales on the down slope sides of spoil piles.
  - i) Construction of gravel access roads to construction sites to prevent sediment from being tracked onto roadways.
  - j) Prompt (same-day) cleanup of material tracked onto adjacent streets.
  - k) Timely restoration of damaged surface areas.
  - l) Temporary seeding
  - m) Install silt fence on both sides of the construction corridor through wetland areas as well as at all edges of wetland areas.
- 2) Temporary Erosion Control Measures.
  - a) The Contractor shall construct temporary erosion control measures, where erosion is likely to be a problem, prior to beginning work on those section(s) of the project. Temporary erosion control measures shall be maintained until after permanent erosion control, such as seeding or sodding, has been established.
  - b) In the event that permanent erosion control measures are not fully implemented in the current construction season, the Contractor shall be responsible for maintaining all necessary temporary erosion control measures until after permanent measures have been completed in the following year.

C. Erosion Bales.

- 1) The Contractor shall place erosion bales of straw, hay or other suitable baled material to form checks or dikes as required to control erosion as directed by the Owner. Placement of erosion bales, including excavation of upstream sumps, shall be in accordance with Subsection 628.3.3. of the *“State Specifications”* and Standard Detail.
- 2) Installation and Removal.
  - a) Place erosion bales immediately after shaping of ditches or slopes is completed.
  - b) Remove bales after turf has been developed and slopes and ditches have been stabilized. Regrade and restore areas from which bales have been removed with topsoil, fertilizer, seed, mulch and erosion mat if required.
- 3) Payment.
  - a) The cost of furnishing and installing erosion bales shall be included in the unit prices bid.

D. Silt Fence.

- 1) The Contractor shall place silt fence as required to control erosion, including at the locations as directed by the Owner. Silt fence shall be constructed in accordance with section 628 of the *“State Specifications”*.
- 2) Materials. The geotextile fabric shall consist of either woven or non-woven polyester, polypropylene, stabilized nylon, polyethylene or polyvinylidene chloride conforming to Section 628 of the *“State Specifications”*.
- 3) Installation.
  - a) Erect silt fence prior to starting any construction operation which might cause any sedimentation or siltation at each project site.
- 4) Inspection, Maintenance and Restoration.
  - a) The Contractor shall inspect and maintain silt fences in accordance with Section 628 of the *“State Specifications”*. Silt fences shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Sediment deposits shall be removed when the deposit reaches approximately one-half of the volume capacity of the silt fence.
  - b) The Contractor shall maintain silt fences for the duration of the project and until after slopes and ditches have been stabilized and turf developed to the extent that future erosion is unlikely; at which time the Contractor shall remove the silt fence.
  - c) Regrade and restore areas from which silt fence has been removed with topsoil, fertilizer, seed, mulch and erosion mat if required.
- 5) Payment.
  - a) The cost of furnishing, installing, and maintaining silt fence shall be included in the unit prices bid for other items.

## 800. SURFACE REPLACEMENT AND SITE RESTORATION

A. General Replacement.

- 1) The Contractor shall abide by Wisconsin DOT *“Standard Specifications”* to restore the construction area. The following provisions will also be upheld.
  - a) The Contractor shall replace or restore, unless specified otherwise, any sidewalk, driveway, curb, gutter, shoulder, pavement, culvert, lawn, ditch, fence, sign, mailbox or other property damaged by him at his own cost. Minimum requirements for restoration and replacement shall be in accordance with the applicable sections of these Special Provisions or as directed by the Owner.
    - (1) The Contractor is specifically directed to replace all mailboxes and street signs removed or damaged by his operations.
  - b) Where appropriate, damaged concrete pavements, driveways, sidewalks, curbs and gutters shall be removed and replaced to existing joints unless otherwise allowed by the Owner.
  - c) Restoration of pavements damaged by normal truck hauling operations: i.e., hauling within approved weight and speed limits and exercising reasonable care while starting, stopping or turning vehicles, will not be the responsibility of the Contractor. This provision does not apply to pavement damaged by truck wheels during loading or unloading operations.

- 2) Correction of Minor Replacement Problems.
  - a) Any minor construction related replacement or restoration problems, brought to the Contractor's attention, shall be corrected within 24 hours or this work may be done by the Owner's personnel with the cost deducted from monies owed the Contractor.
  - b) Minor problems might include, but are not limited to; driveway access restrictions caused by rutting, settling or other maintenance problems, damaged or removed mailboxes, blockage of surface drainage and erosion problems.

B. Survey Monuments.

- 1) The Contractor shall abide by Wisconsin DOT "*Standard Specifications*" requiring the Contractor to protect survey monuments, excluding those monuments within or adjacent to trench excavations or road grading limits, from being damaged. The Contractor shall notify the Owner at least 48 hours prior to removing or disturbing any survey, monuments within his construction limits, the contractors surveyor shall tie in the location of these monuments prior to their removal with reinstallation after completion of required work.
- 2) The Contractor shall remove and salvage all section corner monuments and/or ties within trench excavations. The Contractor's surveyor will tie in these monuments prior to their removal and will be responsible for their replacement. The Contractor shall confirm that monuments have been tied in, prior to removal. All such monuments shall be replaced by a Wisconsin Registered Land Surveyor at the Contractor's expense as a part of the project. Contractor must contact "SEWRPC" monument tie offs.

C. Pavement Replacement.

- 1) Per Special Provisions.

D. Lawn Replacement.

- 1) See Section 1604 of these Special Provisions.

E. Replacement/Restoration Costs.

- 1) All replacement and restoration costs, unless bid separately in the proposal, shall be included in prices bid for each project.

## 900. TRAFFIC MAINTENANCE

A. Through Traffic Access.

- 1) The Contractor shall maintain a minimum of one lane of traffic on street(s) at all times. Roads shall be maintained in a safe condition throughout the duration of the project. The Contractor shall take all precautions necessary to safely warn the public of the probable increased danger to travel due to construction.
  - a) All streets shall be open to two-way traffic after working hours and all day on weekends and holidays.
  - b) Streets shall remain open for emergency vehicles at all times
  - c) The Contractor shall at all times conduct his work in a manner to minimize obstruction to local traffic.

B. Driveway Access.

- 1) If driveway access is to be blocked, then it shall be the Contractor's responsibility to notify all affected property owners prior to closing that section of the street to traffic.
- 2) The Contractor shall construct temporary ramps at all driveways to provide access during road construction.
- 3) The Contractor shall provide full-time access to residences of handicapped persons, nursing and retirement homes, hospitals and other facilities, and emergency vehicles as directed by the Owner, unless other satisfactory arrangements are approved.
- 4) Access to Businesses and Industries.
  - a) The Contractor shall provide full-time access to businesses and industries unless other satisfactory arrangements are approved.



C. Mail Delivery.

- 1) The Contractor is responsible for insuring that mail can be delivered to properties affected by his work operations in a reasonable and timely manner.
- 2) If the Contractor's operations unduly restrict or prohibit mail delivery, he shall take measures to provide alternate method(s) for mail pick-up. Alternate methods may include:
  - a) Temporarily relocating mailboxes removed by his operations.
- 3) Alternate mail delivery methods shall be coordinated with both the post office and all affected properties.

D. Signing, Barricades and Flagmen.

- 1) Whenever the Contractor's activities obstruct through traffic, there shall be sufficient flagmen on duty to guide the traffic, and the Contractor shall furnish and install all temporary signing and barricades required to safely direct the traveling public around the obstructed area.
  - a) As a minimum, suitable barriers shall be erected and maintained at each end of the obstructed section of roadway and at all affected roadway intersections.
  - b) All signing and barricades shall be done in accordance with the latest revision of Part VI, Traffic Controls for Construction and Maintenance Operations of the "Wisconsin Manual of Traffic Control Devices" and the Traffic Control Plan (if in these Special Provisions).

E. Payment.

- 1) All traffic control costs, including signing, barricades, flagmen, detours, etc., shall be considered incidental to the cost of other items, as part of each project.

**1204. REMOVING PAVEMENT**

- A. This item shall consist of removing asphaltic and concrete pavement, including asphaltic and concrete drives, as directed by the Owner. This work shall be done in accordance with Section 204 of the "*State Specifications*".
- B. Payment for removing asphaltic and concrete pavement shall be included in the unit price bid for culverts.
- C. Saw-Cutting Pavements.
  - 1) All concrete and asphalt pavements (including butt joints), shoulders and driveways shall be saw-cut to a minimum depth of four (4) inches prior to being shattered and removed. Where concrete pavements are covered with an asphalt overlay, both the asphalt and concrete shall be saw-cut. Pavements shall be saw-cut in neat straight lines, at right angles to the street or drive, to produce a clean joint for pavement restoration. If the saw-cut edge is damaged during construction, the Contractor shall saw-cut the pavement again immediately prior to paving.
    - a) All concrete and asphalt pavements within state highway right-of-ways shall be saw-cut full depth prior to being shattered and removed.
  - 2) The cost of saw-cutting pavements shall be incidental to pavement removal.

**1204.1. GRADING**

- A. The bid items for "Asphaltic Pavement" shall consist of both binder and surface coat pavement at the project location. Grading/leveling and resetting of 2% slopes shall all be in accordance with Department of Transportation, State of Wisconsin, Specifications for Road and Drainage Construction.

**1205. UNCLASSIFIED EXCAVATION**

- A. The bid item for unclassified excavation shall include all roadway, site grading and drainage excavation necessary to complete this project, including removing or placement of material as specified herein, for a complete project.

- B. All excavation and grading work shall comply with the provisions of Sections 205 (Roadway and Drainage Excavation), 207 (Embankment), 211 (Preparation of Foundation) and 213 (Finishing Roadway) of the ***“State Specifications”***.
- C. Drainage During Construction.
  - 1) Drainage shall be provided during construction in accordance with Subsection 205.3.3 of the ***“State Specifications”***.
- D. Dust Control.
  - 1) The Contractor shall minimize the dispersion of dust from the subgrade during grading operations, including maintenance operations until acceptance of the work, by the application of water or other approved dust control materials.

**1205.1. EXCAVATION BELOW SUBGRADE**

- A. Deposits of frost-heave material, unstable silty soils, water-bearing soil, topsoil or other undesirable foundation materials shall be removed from the area within the roadway slopes to such depths as directed by the Owner.
  - 1) Payment for excavation below subgrade will be at the price bid in the Schedule of Fixed Prices.
- B. Granular Backfill for Excavation Below Subgrade.
  - 1) The item for granular backfill for excavation below subgrade listed in the Schedule of Fixed Prices, if required, shall comply with Sections 200 of the ***“State Specifications”***.
    - a) Pit run gravel will generally be acceptable as granular backfill.
    - b) Excavations below subgrade shall be filled with satisfactory materials, excavated from other sections of the project, if such materials are available.
- C. Stone Backfill to Stabilize Subgrade
  - 1) The item for stone backfill to stabilize subgrade listed in the Schedule of Fixed Prices, if required, shall comply with the following gradation requirements:

2 Inch Size (ASTM C-33 - Size No. 3)

<u>Sieve Sizes</u>	<u>Percentage Passing by Weight</u>
2-1/2 Inches .....	100
2 Inches .....	90 - 100
1-1/2 Inches .....	35 - 70
1 Inch .....	0 - 15

**1205.2. DITCH GRADING AND SHAPING**

- A. As directed by the Village on a per unit basis.

**1205.3. DISPOSAL OF MATERIALS**

- A. Surplus Excavated Material.
  - 1) Surplus excavated material shall be disposed of by the Contractor, at his own option and cost, and in places provided by him outside of the right-of-way.
  - 2) The material shall be disposed of in a manner that will create a neat and trim appearance, and in a manner to neither create a nuisance nor cause pollution nor siltation of watercourses, streams, lakes and reservoirs. Disposal areas shall be leveled by the Contractor and graded to drain.

## 1206. CONSTRUCTION OF EMBANKMENTS

- A. The construction of embankments, including fills and subgrades shall be in accordance with Section 207 of the *“State Specifications”*.
- B. Materials.
  - 1) Embankments and other fill areas shall be constructed with approved materials, obtained from roadway and drainage excavation, conforming to Subsection 207.2. Salvaged topsoil, sod, logs, brush and other perishable material shall not be used in embankments.
- C. Standard Compaction.
  - 1) Fill areas and the finished earth subgrade in cut sections and below fill sections shall be compacted in accordance with Subsection 207.3.6.2 for Standard Compaction. Fill shall be placed and compacted in layers generally not exceeding eight (8) inches in thickness before compaction.
  - 2) Standard compaction shall consist of compacting each layer of the embankment or earth subgrade to the degree that no further appreciable consolidation is evidenced under the action of the compaction equipment.
  - 3) Compaction shall be performed by specialized compaction equipment unless the Owner determines that routing of hauling and leveling equipment over the area to be compacted is satisfactory and sufficient.
  - 4) Specialized compaction equipment shall include tamping rollers, pneumatic-tire rollers, vibratory rollers or other approved compaction equipment.
- D. Proof rolling.
  - 1) Prior to placing granular subbase or base course material, the Contractor shall test the subgrade strength by proof rolling. Proof rolling shall involve running loaded trucks or scrapers over the entire roadway (pavement plus shoulders) width. Weak or soft spots in the subgrade shall be removed and backfilled with granular backfill material conforming to Subsection 1205.1.C of these Special Provisions.

## 1207. SOIL STABILIZATION FABRIC

- A. This work shall consist of furnishing and placing a soil stabilization fabric over soft or unstable subgrades as directed by the Owner.
- B. Installation.
  - 1) The fabric shall be placed in accordance with Subsection 645.3.2 of the *“State Specifications”* and the following requirements.
  - 2) Clearing and grubbing operations shall be completed prior to placement of the fabric. Remove all sharp objects, tree stumps and large stones that could puncture the fabric.
  - 3) Place the fabric by rolling onto the soft subgrade, extending over firm soil for a minimum distance of 5 feet. Overlap fabric rolls from 2 to 4 feet as required by local soil conditions.
  - 4) Place the first layer of aggregate by back dumping from trucks and spread with a tracked bulldozer. Do not drive vehicles directly on the fabric. The first lift of subbase material shall be 8 inches minimum compacted thickness or as directed by the Owner. Compact the subbase using vibratory rollers or other approved compaction equipment.
- C. Fabric Material.
  - 1) The fabric shall be Geotextile Fabric, Type SAS meeting the requirements of Subsection 645.2.2 of the *“State Specifications”*.
- D. Payment.
  - 1) The cost of furnishing and placing soil stabilization fabric, including preparation of the subgrade, will be paid for at the unit price bid in the Proposal or stated in the Schedule of Fixed Prices.

## 1208. PREPARATION OF FOUNDATION

- A. The bid item(s) for Preparation of Foundation shall be done in accordance with the following provisions and Section 211 of the *“State Specifications”*.
- B. Earth Subgrade.
  - 1) Preparation of earth subgrade shall include all work required to finish grade the road subgrade including preparation of the subgrade for curb and gutter, sidewalk and driveways.
- C. Foundation for Asphaltic Surfacing.
  - 1) Foundation for asphaltic surfacing shall include all work required to prepare the base course, including shoulders, for paving.
  - 2) The Contractor shall fine grade and compact the road, adding base course material as required, to the finished base course grade.

## 1209. GRANULAR SUBBASE COURSE

- A. Granular subbase course shall be constructed in accordance with Section 211 of the *“State Specifications”* and the typical section(s) as directed by the Owner. The Contractor shall furnish and place subbase course material as required to construct the subbase course to grade.
- B. Material
  - 1) Granular subbase course material shall comply with the requirements of Subsections 209 of the *“State Specifications”* except that 100% of the material used shall pass a three-inch sieve and at least 25% by weight shall pass a No. 4 sieve. Material passing the No. 4 sieve shall comply with Subsection 209.2.2.
- C. Standard Compaction.
  - 1) Subbase course material shall be compacted in accordance with Subsection 207.3.6.2 of the "State Specifications" for "Standard Compaction", as modified below.
    - a) The subbase course shall be placed and compacted in 6-inch maximum compacted layers.
    - b) Moisture shall be added by tank wagon as required for maximum compaction.
    - c) Standard compaction shall consist of compacting each layer of the subbase course to the degree that no further appreciable consolidation is evidenced under the action of the compaction equipment.
    - d) Compaction shall be performed by specialized compaction equipment including tamping rollers, pneumatic-tire rollers, vibratory rollers or other approved compaction equipment.
- D. Proof rolling.
  - 1) Prior to placing base course material, the Contractor shall test the subbase strength by proof rolling. Proof rolling shall involve running loaded trucks or scrapers over the entire roadway (pavement plus shoulders) width. Weak or soft spots in the subbase course shall be removed, replaced with clean subbase course material, compacted in 6-inch maximum lifts and retested.
- E. Dust Control.
  - 1) The Contractor shall minimize the dispersion of dust from the subbase course, including subgrade, during construction and maintenance operations until after placement of the base course.
  - 2) Dust control shall be accomplished by the application of water or other approved dust control material as required by the Owner.

### 1300. CRUSHED AGGREGATE BASE COURSE

- A. Crushed aggregate base course shall be constructed in accordance with Section 300 of the *“State Specifications”*, and the typical section(s) as directed by the Owner. The Contractor shall furnish and place base course material as required to construct the base course to grade.
- 1) Moisture Content.
    - a) Base course material shall have a maximum moisture content of seven (7) percent before being weighed. Moisture content in excess of 7 percent will be deducted from the measured weight. Moisture content will be expressed as a percent of dry weight.
- B. Gradation
- 1) Gradation for base course material shall conform to Section 305. The top four (4) inches of shoulder material or whatever thickness is required to bring shoulders up to match the finished pavement grade shall be Gradation 3/4 (traffic bond) and the remainder shall be either Gradation 1 1/4 or 3/4.
  - 2) Aggregate shall be crushed limestone only
- C. Standard Compaction.
- 1) Crushed aggregate base course shall be compacted in accordance with Section 200 of the *“State Specifications for Standard Compaction”*, as modified below.
    - a) Crushed aggregate base course shall be placed and compacted in 4-inch maximum layers.
    - b) Moisture shall be added by tank wagon as required for maximum compaction.
    - c) Standard compaction shall consist of compacting each layer of the base course to the degree that no further appreciable consolidation is evidenced under the action of the compaction equipment.
    - d) Compaction shall be performed by specialized compaction equipment including tamping rollers, pneumatic-tire rollers, vibratory rollers or other approved compaction equipment.
- D. Proof Rolling.
- 1) Prior to placing asphaltic or concrete pavement, the Contractor shall test the base course strength by proof rolling. Proof rolling shall involve running loaded trucks or scrapers over the entire roadway (pavement plus shoulders) width. Weak or soft spots in the base course shall be removed, replaced with clean crushed aggregate base course, compacted in 6-inch maximum lifts and retested.
- E. Dust Control.
- 1) The Contractor shall minimize the dispersion of dust from the base course, including shoulders, during construction and maintenance operations until after placement of the surface course.
  - 2) Dust control shall be accomplished by the application of water or other approved dust control material as required by the Owner.

### 1301. GRAVEL DRIVEWAYS

- A. Gravel driveways, including the gravel base under asphaltic drives, shall be constructed in accordance with Wisconsin DOT *Standard Specifications*.
- 1) The cost of placing base course on gravel driveways will be paid for at the per apron/approach price bid for limestone base course ( 3/4 Dense Graded).
  - 2) Base course material shall be Gradation 3/4 as specified in Subsection 305 of the *“State Specifications”*.
  - 3) Existing gravel drives shall be replaced in-kind with 9 inches of base course matching new road.

### 1302. BASE PATCHING

- A. The item of base patching shall comply with Section 390 of the **“State Specifications”**, modified below.
  - 1) The exiting damaged pavement shall be saw-cut and removed as directed by the Owner.
  - 2) The underlying base and unsuitable subbase material shall be removed replaced with crushed aggregate base course in accordance with **“State Specifications”** Section 350.
  - 3) The asphaltic base course shall be constructed of an asphaltic mixture conforming to **“State Specifications”** Section 460 for binder course.
    - a) The asphaltic base course shall match the thickness of the existing pavement and shall be placed in 2 ½ inch maximum lifts.
  - 4) The per ton price bid for base patching shall include the cost of saw-cutting, removal of pavement, base and subbase material and furnishing and placing crushed aggregate base course and soil stabilization fabric.

### 1303. LIMESTONE SHOULDER INSTALLATION

- A. All shoulder stone shall be limestone base course (3/4 Dense Graded).
- B. Water must be applied at a sufficient rate to gain proper compaction and stability during shoulder stone installation.
- C. Sweeping of excess and/or spilled material must occur during shoulder stone installation
- D. Compaction of shoulder material shall be by means of self-propelled vibratory compactor sufficient for roadway base installation or greater than 20,000 lb. rubber tire roller.
- E. All shoulders are subject to acceptance or rejection by proper Village official.

### 1400. ASPHALTIC CONCRETE PAVEMENT

- A. Asphaltic concrete pavement shall comply with Section 460 of the **“State Specifications”** as modified below. The pavement mix shall be Type E-1.0.
  - 1) Aggregate
    - a) The aggregate in the pavement mix shall be D.O.T. conforming to the requirements of the **“State Specifications”**.
    - b) The aggregate shall be of the following Gradation sizes:
      - 1. Street pavement: Utilization Gradation 3 (19.0 mm) for lower layers and Gradation 4 (12.5 mm) for upper layers.
      - 2. Driveways and Parking Area Pavement: Utilize either Gradation 4 (12.5 mm) or Gradation 5 (9.5 mm)
  - 2) Asphalt Cement
    - a) Asphalt cement SHALL COMPLY WITH Section 460 of the **“State Specifications”**. Utilize Type 58-28S for all pavements.
    - b) The cost of the asphaltic material shall be included in the unit price(s) for asphaltic concrete pavement.
  - 3) Pavement Mix
    - a) The pavement mixture shall be D.O.T. conforming to the requirements of the **“State Specifications”**.
    - b) The Pavement mixture shall be LT for all pavements.
    - c) Prior to beginning construction, the Contractor shall provide the Owner with copies of the current State approvals for the pit, mixing plant and design mixes for the materials proposed to be used on the project.
    - d) Asphaltic mixture shall be produced and incorporated in all work on the basis of a job-mix formula as approved by a professional engineer. The Contractor shall be responsible for the asphaltic job-mix design report (ASTM D-1559) including void data based on the Rice Vacuum Method (ASTM D-2041 and shall submit a copy signed by a professional engineer to the Owner for review at least two weeks prior to plant start-up for paving production.

B. Pavement Compaction.

- 1) All pavements shall be built in accordance with the Maximum Density Method per Section 460 of the “*State Specifications*”. The maximum specific gravity value shall be indicated on the asphaltic job-mix design report.
- 2) Pavements shall be compacted to a density not less than that shown in the table below:

**Minimum Required Density:**

<u>Location</u>	<u>Layer</u>	<u>Percent Maximum Density</u>
Traffic Lanes	Lower	91.0*
	Upper	91.0

\*Reduced by 2% when on crushed aggregate base course or recycled base course.

- 3) The Contractor shall verify degree of compaction and submit a report to the Owner as to date paved, date tested, location, and degree of compaction. All costs for the tests and report shall be included in the unit price bid.

C. Butt Joints.

- 1) The Contractor shall construct butt joints wherever the new pavement overlay butts up to existing pavements; including at intersecting streets and project ends.
- 2) Butt joints may be constructed by removing a section of pavement or by milling or grinding down 1 ½ inches of pavement. Saw-cuts shall be in neat straight lines at right angles to the street in accordance with Section 1204.1 of these Special Provisions.

D. Pavement Passes and Thickness.

- 1) Asphaltic concrete pavement shall be placed in passes. Lower layer and upper layer passes shall be staggered to prevent joints from extending through the entire asphaltic pavement.
  - a) Five inch thick asphaltic pavement shall consist of a 3 inch lower layer (binder) and a 2 inch upper layer (surface).
- 2) The longitudinal joint(s) in the upper layer shall be located at the centerline of the pavement and/or at edges of traffic lanes.

E. Temperature of Asphalt Placed.

- 1) All asphalt shall be placed at a minimum temperature of 250F.
- 2) The temperature of asphalt placed directly on geo-fabric shall not exceed 325F since higher temperatures may permanently damage the fabric.

F. Construction Methods.

- 1) Prior to placing asphaltic base or surface courses, all required corrections of filling potholes, sags, and depressions shall be made.
- 2) All edges of existing abutting asphaltic pavements shall be saw-cut immediately prior to paving to form a straight firm joint.
- 3) All rolling shall be performed during daylight hours or as approved by the Owner.

G. Pavement Width.

- 1) Quantities shall be figured using the following width:

1) 113 <sup>th</sup> Avenue & 4 <sup>th</sup> Street	21 Feet Pavement, 2 Feet Shoulders
2) 61 <sup>st</sup> Avenue	21 Feet Pavement, 2 Feet Shoulders
3) 12 <sup>th</sup> Avenue	20 Feet Pavement, 2 Feet Shoulders
4) 82 <sup>nd</sup> Avenue	22 Feet Pavement, 2 Feet Shoulders
5) 63 <sup>rd</sup> Avenue 10 <sup>th</sup> Place & 10 <sup>th</sup> Street	24 Feet Pavement, 2 Feet Shoulders

#### 1401. ASPHALTIC DRIVEWAYS

- A. Asphaltic driveways shall be constructed in accordance with these Special Provisions. The pavement shall be Type 58-28S. Residential drives shall consist entirely of upper layer design mixtures and commercial and industrial drives shall consist of both lower layer and upper layer design mixtures.
  - 1) The cost of placing asphaltic concrete pavement on driveways will be paid for at the per **apron/approach** price bid for asphaltic concrete pavement (upper layer) and the cost of placing base course Gradation 12.5 mm or 9.5 mm on driveways will be paid for at the per ton price bid for crushed aggregate base course.
  - 2) Existing asphaltic drives shall be replaced "in-kind". Existing asphalt driveway shall be left in place, match at edge of new pavement. If existing asphalt or concrete drives end at or inside right-of-way, extend new driveways to meet existing. New asphalt drives shall be constructed with a minimum of 2 ½ inches of asphaltic concrete surface course. Construct new drives to right-of-way unless there is an existing asphalt or concrete drive in good condition, with approval by the Owner for existing drive to remain.

#### 1402. CORRUGATED PLASTIC STORM SEWER

- A. The installation of corrugated plastic storm sewer shall comply with section 608 of the ***“State Specification.”***
  - 1) Storm Tube shall be placed in trenches excavated through existing ground or through compacted embankments.
  - 2) Trenches should be large enough to allow for 3 to 4 inches of ¾ inch or smaller limestone bedding stone. Cover material will be thoroughly compacted around the circumference of the pipe
- B. Materials.
  - 1) ADS N-12 or equivalent materials will be used with recommended accessories and best practice installation procedures.
- C. Steel Apron Endwalls
  - 1) Steel Apron Endwalls complying with Section 520 of the ***“State Specifications”*** will be installed where applicable.

#### 1500. CORRUGATED STEEL CULVERT PIPE

- A. The installation of culverts shall comply with Section 520 of the ***“State Specifications”***.
  - 1) Culverts shall be placed in trenches excavated through existing ground or through compacted embankments.
  - 2) Trenches should be large enough to allow for 6" of ¾" or smaller washed limestone around the exterior of the pipe. Limestone should be thoroughly compacted around the haunches of the pipe. Cost of bedding and cover material shall be included in the bid price for culverts.
- B. Materials.
  - 1) Corrugated Metal Pipe Arched shall be furnished for the following minimum gages/thicknesses.  
8" thru 24" CSPA 16 gage (0.064 in.)
- C. Steel Apron Endwalls.
  - 1) Steel Apron Endwalls, complying with Section 520 of the ***“State Specifications”***, shall be installed at the ends of all culverts.



## **1600. MANHOLE AND VALVE BOX ADJUSTMENTS**

### **A. Manhole Adjustments.**

- 1) The Contractor shall adjust all manhole castings to grade by adding or removing concrete adjusting rings. After removing the manhole casting and rings, the Contractor shall clean the casting and manhole mating surfaces to remove all loose mortar and other substances. The Contractor shall take precautions to prevent gravel and other materials from entering the manhole. All materials falling into the manhole shall be removed by the Contractor. Cost of this work shall be included in the prices bid for paving each project.
  - a) Concrete adjusting rings shall be furnished by the Contractor and shall match the dimensions of existing rings and/or manhole castings. Concrete rings shall be reinforced with one line of steel centered within the ring.
  - b) Adjusting rings and manhole frames shall be set with butyl rubber sealant troweled into a 1/4 inch thick layer over the entire surface areas of the top of cone and all adjusting rings. The butyl rubber sealant shall be EZ-Stik or Kent Seal butyl base sealant in trowelable grade or equal.
    - (1) Manhole frames and rings on storm sewers may be set with either butyl sealant or a bed of mortar.
  - c) The exposed exterior surface of sanitary manholes adjusted to grade shall be sealed with a minimum 1/4 inch thick coating of butyl rubber sealant.

### **B. Valve Box Adjustments.**

- 1) The Contractor shall adjust valve boxes to grade by screwing or sliding the valve box top section to the required elevation. The cost of this work shall be included in the prices bid for paving for each project.
- 2) If additional valve box sections are required, they will be paid for at the price bid in the Schedule of Fixed Prices

### **C. Finished Grade.**

- 1) The top of valve boxes and manhole castings shall be set a maximum 1/4-inch below the finished asphaltic grade.

### **D. Protection of Projecting Structures.**

- 1) The Contractor shall protect manholes and valve boxes projecting above the subbase or base material (prior to placement of base course and pavement) with barriers and flashing lights or (after the base course has been constructed) by temporarily placing base course material around the projecting structure.

### **E. Misaligned Structures.**

- 1) The Contractor shall take precautions to protect all manhole frames and valve boxes from being damaged or moved out of alignment. The Contractor shall adjust all misaligned manhole frames and valve boxes, disturbed by his operations, at no cost to the Owner.

## **1601. CATCH BASIN ADJUSTMENTS**

- A. Existing catch basins shall be adjusted, as required, to the required elevation by removing the castings and adjusting the top of the structure by removing or adding concrete, brick masonry or concrete brick or block masonry and resetting the casting on a bed of mortar.
  - 1) The cost of adjusting catch basins to line and grade shall be included in the prices bid for paving each project.

## **1602. DELIVERY TICKETS**

- A. Delivery tickets shall be furnished by the Contractor for materials bid on a unit price per weight or volume: i.e. crushed aggregate base course, asphaltic concrete pavement, and tack coat. Scales are to be furnished by the Contractor and shall have been tested within the preceding 6 months to insure accuracy by an authorized testing firm. A copy of the test report shall be provided to the Owner.

### 1603. TOPSOIL AND SALVAGED TOPSOIL

- A. All damaged or destroyed grass and terrace areas shall be restored with four- (4) inches minimum of topsoil.
  - 1) Topsoil.
    - a) Topsoil shall be imported material, furnished by the Contractor, consisting of materials as specified in Subsections 625 of the ***“State Specifications”***.
    - b) Salvaged topsoil may be used to restore lawns only if the material is screened and approved by the Owner.
    - c) Topsoil and salvaged topsoil shall be pulverized (completely broken down to remove all clods and lumps). The material shall be free of rocks, twigs, and other foreign material, 100% shall pass a one-inch sieve and at least 90% shall pass the No. 10 sieve (0.08 inch).
    - d) Topsoil and salvaged topsoil shall be placed in accordance with Paragraph 625.3.3 of the ***“State Specifications”***.

### 1604. LAWN RESTORATION

- A. Lawn restoration shall include placing topsoil and furnishing and placing fertilizer, seed and mulch.
- B. Fertilizer.
  - 1) Fertilizer shall comply with Section 629 of the ***“State Specifications”***. Apply Type A fertilizer at 7 pounds per 1,000 square feet.
- C. Seeding.
  - 1) Seeding shall comply with Section 630 of the ***“State Specifications”***.
  - 2) Lawn Type Turf.
    - a) Grass seed shall meet the requirements of Section 630 of the ***“State Specifications”***. The seed mixture shall be composed of 50% Kentucky 31 Fescue, 25% Perennial Ryegrass and 25% Timothy and shall be distributed at a rate of four (4) pounds per 1,000 square feet.
  - 3) The Contractor shall furnish all empty seed bags to the Owner.
- D. Mulching.
  - 1) Mulching shall comply with Section 627 of the ***“State Specifications”***. All seeding areas shall be mulched.
- E. Lawn Restoration Timetable.
  - 1) Seeding may be done at any time during the growing season when soil conditions are suitable.
  - 2) Weather permitting, lawn restoration shall be completed within 14 calendar days after topsoil has been placed.

**PREVAILING WAGE  
ATTACHMENT  
FOR  
VILLAGE OF SOMER  
2018 PAVING PROGRAM**

**VILLAGE OF SOMERS  
KENOSHA COUNTY, WISCONSIN**

If you have any questions concerning these  
plans and specifications please contact:

William A. Morris  
Village Administrator

# 113<sup>th</sup> AVENUE & 4<sup>th</sup> STREET PROPOSAL

2018 PAVING PROGRAM  
VILLAGE OF SOMERS  
KENOSHA COUNTY, WISCONSIN

To: President and Village Board  
Village of Somers  
7511 - 12th Street  
P.O. Box 197  
Somers, WI 53171

Dear Board Members:

The Bidder, in compliance with your Official Notice to Bidders for construction of the 2018 Paving Program, having examined the Specifications, including Addenda No. \_\_\_\_\_ and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed work; including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the sum stated below. These sums are to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

The Bidder hereby agrees to commence work under this Contract within 10 calendar days after the notice to proceed is issued and will have the work completed within \_\_\_\_\_ calendar days thereafter. The Bidder further agrees to pay the Owner a sum of \$500.00 for each consecutive calendar day thereafter, in which work has not been completed.

The Bidder hereby proposes to perform the pavement edge work for the following sums:

## 113<sup>th</sup> AVENUE and 4<sup>th</sup> STREET PROJECT

### SPECIAL NOTE; Due to the Wisconsin DOT's improvement to Kenosha County HWY K, the prudent approach to this project is to coordinate completion of this project with Wisconsin DOT activities

Pulverize full width of pavement, regrade to required 2% slope and replace starting at the intersection of 1<sup>st</sup> Street and finishing 300 feet into 4<sup>th</sup> Street, resurface 4<sup>th</sup> street from the intersection of 120<sup>th</sup> Avenue to the intersection of the pulverization.

-----

#### Item 1 – Foundation Preparation

	UNIT = SQUARE YARDS	Unit Price	# of Units <small>(if applicable)</small>	Total
1.	Full thickness pulverizing and preparation of foundation sub-grade regrading to 2% slope performed at a <i>unit price</i> of:	\$ _____ per sq. yd.	<b>3700</b> square yards	\$ _____

#### Item 1 – Foundation Preparation - unit price (written)

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**Item 2 – Binder Course (lower layer)**

UNIT = TONS		Unit Price	# of Units <small>(if applicable)</small>	Total
2.	Asphaltic concrete pavement (lower layer) Grade 3LT 58-28S, 3 inch thickness binder course, furnished and placed as specified, at a <i>unit price</i> of	\$ _____ per ton	<u>620</u> tons	\$ _____

**Item 2 – Binder Course (lower layer) - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**Item 3 – Surface Course (upper layer)**

UNIT = TONS		Unit Price	# of Units <small>(if applicable)</small>	Total
3.	Asphaltic concrete pavement (upper layer), Grade 4LT 58-28S, 2 inch thickness surface course, furnished and placed as specified, at a <i>unit price</i> of	\$ _____ per ton	<u>420</u> tons	\$ _____

**Item 3 – Surface Course (upper layer) - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**Item 4 – Foundation Preparation of 4<sup>th</sup> Street**

UNIT = SQUARE YARDS		Unit Price	# of Units <small>(if applicable)</small>	Total
4.	Disintegrated areas designated by owner cleaned and filled with asphalt binder.	\$ _____ per sq. yd.	<u>40</u> square yards	\$ _____

**Item 4 – Foundation Preparation - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**Item 5 – 120<sup>th</sup> Avenue Intersection Milling**

UNIT = FEET		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
5.	Mill Intersections to blend with current Road Height of 120 <sup>th</sup> Avenue	\$ _____ feet	<u>25</u> feet	\$ _____

**Item 5 – 120<sup>th</sup> Avenue Intersection Milling – unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**Item 6 – Heavy Tack Coating)**

UNIT = SQUARE YARDS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
6.	Apply Heavy Tack Coat <i>unit price</i> of	\$ _____ sq. yard	<u>2900</u> Sq. yard	\$ _____

**Item 6 – Heavy Tack Coat - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**Item 7 – Surface Course**

UNIT = TONS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
7.	Asphaltic concrete pavement (upper layer) Type 4LT 58-28S 2 ½ thickness surface course, furnished and placed as specified, at a <i>unit price</i> of	\$ _____ per ton	<u>430</u> tons	\$ _____

**Item 7 – Surface Course (upper layer) - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**Item 8 – Asphalt Driveway**

UNIT = APRON/APPROACH		Unit Price	# of Units <small>(if applicable)</small>	Total
8.	Asphaltic driveway apron/approaches, 10 Locations ( 1150 Sq. Yds.) shall comply to Special Provisions Section 1401, at a <i>unit price</i> of	\$ _____ Per Ton	<u>200</u> tons	\$ _____

**Item 8 – Asphalt Driveway – unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents

**Item 9 – Shouldering**

UNIT = TONS		Unit Price	# of Units <small>(if applicable)</small>	Total
9.	Shouldering, 2 ft. wide, shall comply to Special Provisions Section 1303, at a <i>unit price</i> of	\$ _____ per ton	<u>150</u> tons	\$ _____

**Item 9 – Shouldering – unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**113<sup>th</sup> AVENUE & 4<sup>th</sup> STREET PROPOSAL**

Anticipated Start Date: \_\_\_\_\_  
(113<sup>th</sup> Avenue and 4<sup>th</sup> Street)

Completion Date: \_\_\_\_\_

TOTAL FOR 113<sup>th</sup> AVENUE & 4<sup>th</sup> STREET PROJECT - (\$ \_\_\_\_\_)





**SCHEDULE OF FIXED PRICES**

The following unit prices shall apply in the event additions to or deductions from the work required in the Base Bid are ordered by the Village. The unit prices bid shall include all costs of furnishing and installing or placing bid items.

Road Construction:

- 1. Excavation below subgrade of frost-heave or other unsuitable material. \$\_\_\_\_\_ per Cubic Yard
- 2. Granular backfill for excavation below subgrade when suitable material is not available. \$\_\_\_\_\_ per Cubic Yard
- 3. Stone backfill to stabilize subgrade, 2-inch size. \$\_\_\_\_\_ per Ton
- 4. Soil stabilization fabric, Mirafi 600X or equal. \$\_\_\_\_\_ per Sq. Yard
- 5. Subbase material, crushed stone Gradation 3 inch, placed over stabilization fabric. \$\_\_\_\_\_ per Ton
- 6. 15 inch x 1 foot, arch pipe culverts with flared end sections. \$\_\_\_\_\_ per foot with installation cost
- 7. 12 inch x 1foot, arch pipe culverts with flared end sections \$\_\_\_\_\_ per foot with installation cost

The Owner reserves the rights to reject or renegotiate any of the prices listed in the Schedule of Fixed Prices that he feels are not comparable to current prices being bid for those items.

The Owner also reserves the right to reject a Bid in which all items in the Proposal and the Schedule of Fixed Prices are not properly filled out.

The Bidder covenants and agrees to furnish insurance to protect the Owner against damages to employees of the Contractor and Subcontractors under him, and the public in general in the performance of the work.

This Proposal is made in accordance with the terms of the Official Notice to Bidders inviting Proposals for such work, and in conformity with the Contract, which is hereto attached and made a part thereof.

Firm \_\_\_\_\_

By/Title \_\_\_\_\_

By/Title \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

Date \_\_\_\_\_

(Bidder should not add any conditions or qualifying statements to this Proposal, as otherwise the Proposal may be declared irregular as being not responsive to the Advertisement for Bids)

**LIST OF SUBCONTRACTORS**

If awarded this Contract, the Bidder declares he intends to employ the following Subcontractors for the Class of Work as noted below:

**NAME OF SUBCONTRACTOR**

**CLASS OF WORK**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above is a full and complete list of all the proposed Subcontractors and the Class of Work to be performed by each, which list shall not be altered, without the written consent of the Owner.

**BID SECURITY**

A Certified Check or Bid Bond (**cross out one**) in the amount of \$ \_\_\_\_\_ accompanies this Proposal as required by the Official Notice to Bidders.

## DISCLOSURE OF OWNERSHIP

Personally identifiable information may be used for secondary purposes. See s. 15.04(1) (m) Stats. for details.

**(1) INSTRUCTIONS:** On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit on a project subject to s. 66 or 103 Stats., the contractor shall disclose to such state agency or local governmental unit 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.

**(2) DEFINITION:** The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities and any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by s. 66 or 103 Stats.

**(3) WHEN TO COMPLETE FORM:** This form ONLY needs to be completed if (a) the contractor, or a shareholder, officer or partner of the contractor, owns at least a 25% interest in the "other construction business" indicated below on the date the contractor submits a bid or completes negotiations, or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years; **and** (b) the Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" failed to pay the prevailing wage rate or time and one-half the required 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. This form DOES NOT have to be completed if the requirements of **both** (a) and (b) above are not met. If the requirements of both (a) and (b) above are not met. If the requirements of both (a) and (b) above are met, this form must ONLY be filed with the state agency or local governmental unit that will be awarding the contract.

**(4) NAME AND ADDRESS OF OTHER CONSTRUCTION BUSINESS:** Indicate below the name(s) and address(s) of any "other construction business" which meets all of the criteria specified in (2) and (3) above.

Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip

**I HEREBY STATE UNDER PENALTY OF PERJURY THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND ACCURATE ACCORDING TO MY KNOWLEDGE AND BELIEF.**

Print Name of Authorized Officer	Signature of Authorized Officer
Title of Authorized Officer	This _____ day of _____, <b>20</b>

\_\_\_\_\_  
Name of Corporation, Limited Liability Company, Partnership or Sole Proprietorship

\_\_\_\_\_  
Address (Include Street or P.O. Box, City, State and Zip)

The statutory authority for the use of this form is prescribed in s. 66 and 103, Stats. The use of this form is mandatory. The Penalty for failing to complete this form is prescribed in s. 103, Stats.

**AFFIDAVIT OF ORGANIZATION AND AUTHORITY**

I, \_\_\_\_\_ being first duly sworn on oath certify that

\_\_\_\_\_  
(Name of corporation, limited liability company, partnership or person submitting bid)

Bidder on the attached Proposal, is organized as indicated below; that I have examined and carefully prepared this Proposal from the Specifications and have checked the same in detail before submitting this Proposal; that all statements made herein are made on behalf of such Bidder and that I have full authority to make such statements and submit this Proposal in (its) (their) behalf; and that the said statements are true and correct.

**Bidder is (fill out applicable paragraph):**

**A Corporation** organized and existing under the laws of the State of \_\_\_\_\_, and its President is \_\_\_\_\_, and its Secretary is \_\_\_\_\_, and it does/does not have a corporate seal.

The \_\_\_\_\_ is authorized to sign construction Contracts and Bids  
(Officer or authorized agent)  
for the company by action of its Board of Directors taken: \_\_\_\_\_, a certified copy of which is attached hereto. (Strike out this last sentence if the Proposal is signed by the President and Secretary.)

**A Partnership** consisting of \_\_\_\_\_ and \_\_\_\_\_, partners doing business under the name of \_\_\_\_\_.

**A Limited Liability Company** organized and existing under the laws of the State of \_\_\_\_\_, \_\_\_\_\_, a managing member, is authorized to sign Contracts and Bids for the Company.

**An Individual** operating under the trade name of \_\_\_\_\_.

Signature \_\_\_\_\_  
\_\_\_\_\_  
(Title, if any)  
\_\_\_\_\_  
(Bidders address)  
\_\_\_\_\_  
(Telephone)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Notary Public,  
\_\_\_\_\_ County, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(This Affidavit must be attached to and filed with the Bid Proposal.)

**CONTRACT**

**THIS CONTRACT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the "**CONTRACTOR**" and the **Village of Somers**, hereinafter called the "**OWNER**".

**WITNESSETH:** That the **CONTRACTOR** and the **OWNER** for the consideration stated herein agree as follows:

**ARTICLE I, SCOPE OF WORK** - The **CONTRACTOR** shall perform all Work required and shall provide and furnish all the labor, materials and necessary tools, expendable equipment and all utility and transportation services required for the Village of Somers 2018 Paving Project(s), all in strict accordance with the Specifications, including all Addenda, if any, and in strict accordance with the **CONTRACTOR'S** Proposal dated \_\_\_\_\_ 20\_\_\_\_, and all other Contract Documents, which, together with the Specifications are made a part of this Contract, and the **CONTRACTOR** shall do every thing that is required by this Contract and all other documents constituting a part thereof.

**ARTICLE II, CONTRACT TIME OF COMPLETION** - The **CONTRACTOR** hereby covenants and agrees with the **OWNER** that Work under this Contract will commence within 10 calendar days after the notice to proceed is issued and will be completed within \_\_\_\_\_ calendar days thereafter. The **CONTRACTOR** further agrees to pay the **OWNER** a sum of \_\_\_\_\_ for each consecutive day thereafter in which work has not been completed.

**ARTICLE III, CONTRACT PRICE** - The **OWNER** shall pay the **CONTRACTOR** for the performance of this Contract, subject to any additions or deductions provided for herein, and in accordance with unit prices where set forth in the Proposal, applied to the final measurement of the completed construction, in current funds, the Contract Price as follows:

-----

**28<sup>TH</sup> Street Base Proposal** (written):

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents.

\$ \_\_\_\_\_

-----

**NET CONTRACT PRICE**    \$ \_\_\_\_\_

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed in 3 original counterparts on the day and year first above written.

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

(SEAL)

\_\_\_\_\_  
(OWNER)

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

Approved as to form and execution: \_\_\_\_\_  
Attorney for OWNER

Provisions have been made to pay for the liability that will accrue under this Contract.

\_\_\_\_\_  
Clerk/Treasurer or Authorized Official

**CONTRACTOR ' S PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_

\_\_\_\_\_

as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (written), (\$ \_\_\_\_\_ ), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_, 20\_\_\_\_

,  
entered into a Contract with OWNER for \_\_\_\_\_

\_\_\_\_\_

in accordance with drawings and specifications prepared by the Village of Somers, Somers, Wisconsin, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.



Any suit under this bond must be instituted before the expiration of one (1) year following the completion of the Work under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument in 3 original counterparts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the names and corporate seal of each corporate parting hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Attorney in Fact)

Approved by OWNER:

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

NOTE: The Bond must be approved and the approval dated in every case. The title of the person signing must be indicated. Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.

**CONTRACTOR'S PAYMENT BOND**

(PUBLIC IMPROVEMENT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_

a Surety Company, as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter provided, in the amount of

\_\_\_\_\_ Dollars (written),

(\$\_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ 20\_\_\_\_

,  
entered into a Contract with OWNER for \_\_\_\_\_

\_\_\_\_\_

in accordance with drawings and specifications prepared by the Village of Somers, Somers, Wisconsin, which Contract is by reference made a part hereof and is required by Section 779.14, Wisconsin Statutes, to contain in substance the following provisions:

CONTRACTOR shall pay all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, including, without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for workmen's compensation insurance and contributions for unemployment compensation.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, as required by Section 779.14, Wisconsin Statutes, is such that, if Principal shall faithfully perform the said Contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract, to be used or consumed in making the public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) No assignment, modification or change of the Contract, or change in the Work covered thereby, or any extension of time for completion of the Contract shall release the Sureties on the bond.
- 2) Not later than one year after the completion of Work under the Contract, any party in interest may maintain an action in his own name against the Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his Subcontractors. If the amount realized on this bond is insufficient to satisfy all

claims of the parties in full, it shall be distributed among the parties pro rata.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument in 3 (three) original counter parts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_

By:

\_\_\_\_\_

(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_

(Attorney in Fact)

Approved by OWNER:

\_\_\_\_\_

By:

\_\_\_\_\_

Date

(Title)

NOTE: The Bond must be approved in the case of the State by the State Official authorized to enter into such Contract, of a County by its District Attorney, of a City by its Mayor, of a Village by its President, of a Village by its Chairman, of a School District by the Director or President and of any other Public Board or body by the presiding officer thereof.

## WORK CHANGE DIRECTIVE INSTRUCTIONS

---

### A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

### B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Contractor initiates the form, including a description of the items involved and attachments. Based on conversations between Owner and Contractor, Owner completes the following:

#### METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE:

Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Contractor has completed and signed the form, all copies should be sent to Owner for authorization. Once authorized by Owner, a copy should be sent to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

**THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.**

WORK CHANGE DIRECTIVE

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Project: \_\_\_\_\_

You are directed to proceed promptly with the following change(s): \_\_\_\_\_

Description: \_\_\_\_\_

Purpose of Work Change Directive: \_\_\_\_\_

Attachments: (List documents supporting change) \_\_\_\_\_

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

**Method of determining change in Contract Price:**

- Unit Prices
- Lump Sum
- Cost of the Work

Estimated increase (decrease) in Contract Price:  
\$ \_\_\_\_\_

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: \_\_\_\_\_ days

Ready for final payment: \_\_\_\_\_ days

REQUESTED BY CONTRACTOR:

AUTHORIZED BY OWNER:

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

\_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CHANGE ORDER INSTRUCTIONS

---

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

### B. COMPLETING THE CHANGE ORDER FORM

Contractor normally initiates the form, including a description of the changes involved and attachments, based upon original agreement with Owner.

Once Contractor has completed and signed the form, all copies should be sent to Owner for approval. After approval, Owner shall make distribution of executed copies.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**CHANGE ORDER**

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Project: \_\_\_\_\_

You are directed to make the following change(s) in the Contract Documents: \_\_\_\_\_

Description: \_\_\_\_\_

Reason for Change Order: \_\_\_\_\_

Attachments: (List documents supporting change) \_\_\_\_\_

<b>CHANGE IN CONTRACT PRICE</b>
Original Contract Price \$ _____
Net increase (decrease) from previous Change Orders No. _____ to _____: \$ _____
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

<b>CHANGE IN CONTRACT TIMES</b>
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. _____ to _____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

REQUESTED BY CONTRACTOR:

AUTHORIZED BY OWNER:

CONTRACTOR (Authorized Signature)

OWNER (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# 61<sup>st</sup> AVENUE PROPOSAL

2018 PAVING PROGRAM  
VILLAGE OF SOMERS  
KENOSHA COUNTY, WISCONSIN

To: President and Village Board  
Village of Somers  
7511 - 12th Street  
P.O. Box 197  
Somers, WI 53171

Dear Board Members:

The Bidder, in compliance with your Official Notice to Bidders for construction of the 2018 Paving Program, having examined the Specifications, including Addenda No. \_\_\_\_\_ and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed work; including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the sum stated below. These sums are to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

The Bidder hereby agrees to commence work under this Contract within 10 calendar days after the notice to proceed is issued and will have the work completed within \_\_\_\_\_ calendar days thereafter. The Bidder further agrees to pay the Owner a sum of \$500.00 for each consecutive calendar day thereafter, in which work has not been completed.

The Bidder hereby proposes to perform the pavement edge work for the following sums:

## 61<sup>st</sup> AVENUE PROJECT

**Pulverize full width of pavement, regrade to required 2% slope and replace starting at the intersection of 63<sup>rd</sup> Street and finishing at 67<sup>th</sup> Street..**

-----

### Item 1 – Foundation Preparation

	UNIT = SQUARE YARDS	Unit Price	# of Units <small>(if applicable)</small>	Total
1.	Full thickness pulverizing and preparation of foundation sub-grade regrading to 2% slope performed at a <i>unit price</i> of:	\$ _____ per sq. yd.	<b>3150</b> square yards	\$ _____

### Item 1 – Foundation Preparation - unit price (written)

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

-----

**Item 2 – Grade and Pitch Ditch Lines As Required To Facilitate Drainage**

UNIT = FEET		Unit Price	# of Units <small>(if applicable)</small>	Total
2.	Survey, grade and pitch ditch lines to support adequate drainage in association with cross culvert installation at a <i>unit price</i> of:	\$ _____ Per foot	_____ Approximately 800 Feet	\$ _____

**Item 2 – Grade and Pitch Ditch Line as Required – unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents.

-----

**Item 3 – Binder Course (lower layer)**

UNIT = TONS		Unit Price	# of Units <small>(if applicable)</small>	Total
3.	Asphaltic concrete pavement (lower layer) Grade 3LT 58-28S, 3 inch thickness binder course, furnished and placed as specified, at a <i>unit price</i> of	\$ _____ per ton	<b>580</b> tons	\$ _____

**Item 3 – Binder Course (lower layer) - unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents.

-----

**Item 4 – Surface Course (upper layer)**

UNIT = TONS		Unit Price	# of Units <small>(if applicable)</small>	Total
4.	Asphaltic concrete pavement (upper layer), Grade 4LT 58-28S, 2 inch thickness surface course, furnished and placed as specified, at a <i>unit price</i> of	\$ _____ per ton	<b>390</b> tons	\$ _____

**Item 4 – Surface Course (upper layer) - unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents.

**Item 5 – Manhole Adjustment**

<b>UNIT = EACH</b>		<b><u>Unit Price</u></b>	<b><u># of Units</u></b> <small>(if applicable)</small>	<b><u>Total</u></b>
5.	Adjust manhole to finish grade at a <i>unit price</i> of	\$ _____ each manhole	<u>4</u> manholes	\$ _____

**Item 5 – Manhole Adjustment - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents

**Item 6 – Water Valve Box Adjustments**

<b>UNIT = EACH</b>		<b><u>Unit Price</u></b>	<b><u># of Units</u></b> <small>(if applicable)</small>	<b><u>Total</u></b>
6.	Adjust Water Valve Box to finish grade at a <i>unit price</i> of	\$ _____ each valve box	<u>3</u> Valve boxes	\$ _____

**Item 6 – Adjust Water Valve Box - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents

**Item 7 – Asphalt Driveway**

<b>UNIT = APRON/APPROACH</b>		<b><u>Unit Price</u></b>	<b><u># of Units</u></b> <small>(if applicable)</small>	<b><u>Total</u></b>
7.	Asphaltic driveway apron/approach, 20ø0ø x 24ø0ø (480 sq. ft.), shall comply to Special Provisions Section 1401, at a <i>unit price</i> of	\$ _____ each apron / approach	<u>14</u> aprons / approaches	\$ _____

**Item 7 – Asphalt Driveway – unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents

**Item 8 – Gravel Driveway – unit price**

UNIT = EACH		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
8.	Gravel Driveway approaches, shall comply to Special Provisions 1301, <i>at a unit price of</i>	\$ _____ each	<u>5</u> aprons/ approaches	\$ _____

**Item 8 – Gravel Driveway – unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents.

**Item 9 – Shouldering**

UNIT = TONS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
9.	Shouldering, 2 ft. wide, shall comply to Special Provisions Section 1303, at a <i>unit price of</i>	\$ _____ per ton	<u>90</u> tons	\$ _____

**Item 9 – Shouldering – unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents.

**Item 10 – Cross Culvert Intersection 61<sup>st</sup> Ave. and 65<sup>th</sup> Street Reference Attachment A**

UNIT = EACH		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
10.	15 inch by 40 feet with Steel Apron End Wall and a <i>unit price of</i>	\$ _____ each	<u>1</u> each	\$ _____

**Item 10 – Cross Culvert at 61<sup>st</sup> Ave. and 65<sup>th</sup> Street– unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents.

Item 11 – Cross Culvert at Address 6322, 61<sup>st</sup> Avenue

UNIT = EACH		Unit Price	# of Units <small>(if applicable)</small>	Total
11.	12 inch by 26 feet CMPA with Steel Apron End Walls <i>unit price of</i>	\$ _____ each	<u>1</u> each	\$ _____

Item 11 – Cross Culvert at Address 6322, 61<sup>st</sup> Avenue – unit price (written)

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

Item 12 – 12 inch by 300 feet CMPA Storm Tube at Addresses, 6323, 61<sup>st</sup> Avenue through 6401, 61<sup>st</sup> Avenue – unit price

UNIT = EACH		Unit Price	# of Units <small>(if applicable)</small>	Total
12.	12 inch CMPA by 300 feet Storm Tube <i>unit price of</i>	\$ _____ each	<u>300</u> feet	\$ _____

Item 12 – Storm Drain Culvert – unit price (written)

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**61<sup>st</sup> AVENUE PROJECT**

Anticipated Start Date: \_\_\_\_\_  
(61<sup>st</sup> Avenue)

Completion Date: \_\_\_\_\_

TOTAL FOR 61<sup>st</sup> AVENUE PROJECT -

(\$ \_\_\_\_\_)

**SCHEDULE OF FIXED PRICES**

The following unit prices shall apply in the event additions to or deductions from the work required in the Base Bid are ordered by the Village. The unit prices bid shall include all costs of furnishing and installing or placing bid items.

Road Construction:

- 1. Excavation below subgrade of frost-heave or other unsuitable material. \$\_\_\_\_\_ per Cubic Yard
- 2. Granular backfill for excavation below subgrade when suitable material is not available. \$\_\_\_\_\_ per Cubic Yard
- 3. Stone backfill to stabilize subgrade, 2-inch size. \$\_\_\_\_\_ per Ton
- 4. Soil stabilization fabric, Mirafi 600X or equal. \$\_\_\_\_\_ per Sq. Yard
- 5. Subbase material, crushed stone Gradation 3 inch, placed over stabilization fabric. \$\_\_\_\_\_ per Ton

The Owner reserves the rights to reject or renegotiate any of the prices listed in the Schedule of Fixed Prices that he feels are not comparable to current prices being bid for those items.

The Owner also reserves the right to reject a Bid in which all items in the Proposal and the Schedule of Fixed Prices are not properly filled out.

The Bidder covenants and agrees to furnish insurance to protect the Owner against damages to employees of the Contractor and Subcontractors under him, and the public in general in the performance of the work.

This Proposal is made in accordance with the terms of the Official Notice to Bidders inviting Proposals for such work, and in conformity with the Contract, which is hereto attached and made a part thereof.

Firm \_\_\_\_\_

By/Title \_\_\_\_\_

By/Title \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

Date \_\_\_\_\_

(Bidder should not add any conditions or qualifying statements to this Proposal, as otherwise the Proposal may be declared irregular as being not responsive to the Advertisement for Bids)

**LIST OF SUBCONTRACTORS**

If awarded this Contract, the Bidder declares he intends to employ the following Subcontractors for the Class of Work as noted below:

**NAME OF SUBCONTRACTOR**

**CLASS OF WORK**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above is a full and complete list of all the proposed Subcontractors and the Class of Work to be performed by each, which list shall not be altered, without the written consent of the Owner.

**BID SECURITY**

A Certified Check or Bid Bond (**cross out one**) in the amount of \$ \_\_\_\_\_ accompanies this Proposal as required by the Official Notice to Bidders.



## DISCLOSURE OF OWNERSHIP

Personally identifiable information may be used for secondary purposes. See s. 15.04(1) (m) Stats. for details.

**(1) INSTRUCTIONS:** On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit on a project subject to s. 66 or 103 Stats., the contractor shall disclose to such state agency or local governmental unit 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.

**(2) DEFINITION:** The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities and any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by s. 66 or 103 Stats.

**(3) WHEN TO COMPLETE FORM:** This form ONLY needs to be completed if (a) the contractor, or a shareholder, officer or partner of the contractor, owns at least a 25% interest in the "other construction business" indicated below on the date the contractor submits a bid or completes negotiations, or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years; **and** (b) the Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" failed to pay the prevailing wage rate or time and one-half the required 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. This form DOES NOT have to be completed if the requirements of **both** (a) and (b) above are not met. If the requirements of both (a) and (b) above are not met. If the requirements of both (a) and (b) above are met, this form must ONLY be filed with the state agency or local governmental unit that will be awarding the contract.

**(4) NAME AND ADDRESS OF OTHER CONSTRUCTION BUSINESS:** Indicate below the name(s) and address(s) of any "other construction business" which meets all of the criteria specified in (2) and (3) above.

Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip

**I HEREBY STATE UNDER PENALTY OF PERJURY THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND ACCURATE ACCORDING TO MY KNOWLEDGE AND BELIEF.**

Print Name of Authorized Officer	Signature of Authorized Officer
Title of Authorized Officer	This _____ day of _____, <b>20</b>

Name of Corporation, Limited Liability Company, Partnership or Sole Proprietorship
Address (Include Street or P.O. Box, City, State and Zip)

The statutory authority for the use of this form is prescribed in s. 66 and 103, Stats. The use of this form is mandatory. The Penalty for failing to complete this form is prescribed in s. 103, Stats.

**AFFIDAVIT OF ORGANIZATION AND AUTHORITY**

I, \_\_\_\_\_ being first duly sworn on oath certify that

\_\_\_\_\_  
(Name of corporation, limited liability company, partnership or person submitting bid)

Bidder on the attached Proposal, is organized as indicated below; that I have examined and carefully prepared this Proposal from the Specifications and have checked the same in detail before submitting this Proposal; that all statements made herein are made on behalf of such Bidder and that I have full authority to make such statements and submit this Proposal in (its) (their) behalf; and that the said statements are true and correct.

**Bidder is (fill out applicable paragraph):**

**A Corporation** organized and existing under the laws of the State of \_\_\_\_\_, and its President is \_\_\_\_\_, and its Secretary is \_\_\_\_\_, and it does/does not have a corporate seal.

The \_\_\_\_\_ is authorized to sign construction Contracts and Bids  
(Officer or authorized agent)  
for the company by action of its Board of Directors taken: \_\_\_\_\_, a certified copy of which is attached hereto. (Strike out this last sentence if the Proposal is signed by the President and Secretary.)

**A Partnership** consisting of \_\_\_\_\_ and \_\_\_\_\_, partners doing business under the name of \_\_\_\_\_.

**A Limited Liability Company** organized and existing under the laws of the State of \_\_\_\_\_, \_\_\_\_\_, a managing member, is authorized to sign Contracts and Bids for the Company.

**An Individual** operating under the trade name of \_\_\_\_\_.

Signature \_\_\_\_\_  
\_\_\_\_\_  
(Title, if any)  
\_\_\_\_\_  
(Bidders address)  
\_\_\_\_\_  
(Telephone)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Notary Public,

\_\_\_\_\_ County, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(This Affidavit must be attached to and filed with the Bid Proposal.)

**CONTRACT**

**THIS CONTRACT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the "**CONTRACTOR**" and the **Village of Somers**, hereinafter called the "**OWNER**".

**WITNESSETH:** That the **CONTRACTOR** and the **OWNER** for the consideration stated herein agree as follows:

**ARTICLE I, SCOPE OF WORK** - The **CONTRACTOR** shall perform all Work required and shall provide and furnish all the labor, materials and necessary tools, expendable equipment and all utility and transportation services required for the Village of Somers 2018 Paving Project(s), all in strict accordance with the Specifications, including all Addenda, if any, and in strict accordance with the **CONTRACTOR'S** Proposal dated \_\_\_\_\_ 20\_\_\_\_, and all other Contract Documents, which, together with the Specifications are made a part of this Contract, and the **CONTRACTOR** shall do every thing that is required by this Contract and all other documents constituting a part thereof.

**ARTICLE II, CONTRACT TIME OF COMPLETION** - The **CONTRACTOR** hereby covenants and agrees with the **OWNER** that Work under this Contract will commence within 10 calendar days after the notice to proceed is issued and will be completed within \_\_\_\_\_ calendar days thereafter. The **CONTRACTOR** further agrees to pay the **OWNER** a sum of \_\_\_\_\_ for each consecutive day thereafter in which work has not been completed.

**ARTICLE III, CONTRACT PRICE** - The **OWNER** shall pay the **CONTRACTOR** for the performance of this Contract, subject to any additions or deductions provided for herein, and in accordance with unit prices where set forth in the Proposal, applied to the final measurement of the completed construction, in current funds, the Contract Price as follows:

-----

**61<sup>st</sup> Avenue Base Proposal** (written):

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents.

\$ \_\_\_\_\_

-----

**NET CONTRACT PRICE**    \$ \_\_\_\_\_

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed in 3 original counterparts on the day and year first above written.

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

(SEAL)

\_\_\_\_\_  
(OWNER)

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

Approved as to form and execution: \_\_\_\_\_  
Attorney for OWNER

Provisions have been made to pay for the liability that will accrue under this Contract.

\_\_\_\_\_  
Clerk/Treasurer or Authorized Official

**CONTRACTOR ' S PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_

\_\_\_\_\_

as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (written), (\$ \_\_\_\_\_ ), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_, 20\_\_\_\_

,  
entered into a Contract with OWNER for \_\_\_\_\_

\_\_\_\_\_

in accordance with drawings and specifications prepared by the Village of Somers, Somers, Wisconsin, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of one (1) year following the completion of the Work under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument in 3 original counterparts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the names and corporate seal of each corporate parting hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Attorney in Fact)

Approved by OWNER:

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

NOTE: The Bond must be approved and the approval dated in every case. The title of the person signing must be indicated. Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.

**CONTRACTOR'S PAYMENT BOND**

(PUBLIC IMPROVEMENT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_

a Surety Company, as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter provided, in the amount of

\_\_\_\_\_ Dollars (written),

(\$\_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ 20\_\_\_\_

,  
entered into a Contract with OWNER for \_\_\_\_\_

\_\_\_\_\_

in accordance with drawings and specifications prepared by the Village of Somers, Somers, Wisconsin, which Contract is by reference made a part hereof and is required by Section 779.14, Wisconsin Statutes, to contain in substance the following provisions:

CONTRACTOR shall pay all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, including, without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for workmen's compensation insurance and contributions for unemployment compensation.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, as required by Section 779.14, Wisconsin Statutes, is such that, if Principal shall faithfully perform the said Contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract, to be used or consumed in making the public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) No assignment, modification or change of the Contract, or change in the Work covered thereby, or any extension of time for completion of the Contract shall release the Sureties on the bond.
- 2) Not later than one year after the completion of Work under the Contract, any party in interest may maintain an action in his own name against the Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his Subcontractors. If the amount realized on this bond is insufficient to satisfy all



claims of the parties in full, it shall be distributed among the parties pro rata.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument in 3 (three) original counter parts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_ By: \_\_\_\_\_  
(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_ \_\_\_\_\_  
(Attorney in Fact)

Approved by OWNER:

\_\_\_\_\_ By: \_\_\_\_\_  
Date (Title)

NOTE: The Bond must be approved in the case of the State by the State Official authorized to enter into such Contract, of a County by its District Attorney, of a City by its Mayor, of a Village by its President, of a Village by its Chairman, of a School District by the Director or President and of any other Public Board or body by the presiding officer thereof.

## WORK CHANGE DIRECTIVE INSTRUCTIONS

---

### A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

### B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Contractor initiates the form, including a description of the items involved and attachments. Based on conversations between Owner and Contractor, Owner completes the following:

#### METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE:

Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Contractor has completed and signed the form, all copies should be sent to Owner for authorization. Once authorized by Owner, a copy should be sent to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

**THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.**

WORK CHANGE DIRECTIVE

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Project: \_\_\_\_\_

You are directed to proceed promptly with the following change(s): \_\_\_\_\_

Description: \_\_\_\_\_

Purpose of Work Change Directive: \_\_\_\_\_

Attachments: (List documents supporting change) \_\_\_\_\_

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

**Method of determining change in Contract Price:**

- Unit Prices
- Lump Sum
- Cost of the Work

Estimated increase (decrease) in Contract Price:  
\$ \_\_\_\_\_

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: \_\_\_\_\_ days

Ready for final payment: \_\_\_\_\_ days

REQUESTED BY CONTRACTOR:

AUTHORIZED BY OWNER:

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

\_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CHANGE ORDER INSTRUCTIONS

---

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

### B. COMPLETING THE CHANGE ORDER FORM

Contractor normally initiates the form, including a description of the changes involved and attachments, based upon original agreement with Owner.

Once Contractor has completed and signed the form, all copies should be sent to Owner for approval. After approval, Owner shall make distribution of executed copies.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**CHANGE ORDER**

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Project: \_\_\_\_\_

You are directed to make the following change(s) in the Contract Documents: \_\_\_\_\_

Description: \_\_\_\_\_

Reason for Change Order: \_\_\_\_\_

Attachments: (List documents supporting change) \_\_\_\_\_

<b>CHANGE IN CONTRACT PRICE</b>
Original Contract Price \$ _____
Net increase (decrease) from previous Change Orders No. _____ to _____: \$ _____
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

<b>CHANGE IN CONTRACT TIMES</b>
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. _____ to _____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

REQUESTED BY CONTRACTOR:

AUTHORIZED BY OWNER:

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

\_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# 12th AVENUE PROPOSAL

2018 PAVING PROGRAM  
VILLAGE OF SOMERS  
KENOSHA COUNTY, WISCONSIN

To: President and Village Board  
Village of Somers  
7511 - 12th Street  
P.O. Box 197  
Somers, WI 53171

Dear Board Members:

The Bidder, in compliance with your Official Notice to Bidders for construction of the 2018 Paving Program, having examined the Specifications, including Addenda No. \_\_\_\_\_ and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed work; including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the sum stated below. These sums are to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

The Bidder hereby agrees to commence work under this Contract within 10 calendar days after the notice to proceed is issued and will have the work completed within \_\_\_\_\_ calendar days thereafter. The Bidder further agrees to pay the Owner a sum of \$500.00 for each consecutive calendar day thereafter, in which work has not been completed.

The Bidder hereby proposes to perform the pavement edge work for the following sums:

## 12th AVENUE PROJECT

**Resurfacing project from the intersection of Sheridan Road Street to the termination of 12th Avenue.**

-----  
**Item 1 – Foundation Preparation**

	UNIT = SQUARE YARDS	<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
1.	Disintegrated areas designated by owner cleaned and filled with asphalt binder.	\$ _____ per sq. yd.	<b>40</b> square yards	\$ _____

**Item 1 – Foundation Preparation - unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents.

**Item 2 – Sheridan Road Intersection Milling**

UNIT = FEET		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
2.	Mill Intersection to blend with current Road Height of Sheridan Road	\$ _____ feet	<b>65</b> feet	\$ _____

**Item 2 – Sheridan Road Intersection Milling – unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**Item 3 – Heavy Tack Coating)**

UNIT = SQUARE YARDS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
3.	Apply Heavy Tack Coat <i>unit price</i> of	\$ _____ sq. yard	<b>5240</b> Sq. yard	\$ _____

**Item 3 – Heavy Tack Coat - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**Item 4 – Surface Course**

UNIT = TONS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
4.	Asphaltic concrete pavement (upper layer) Type 4LT 58-28S 2 ½ thickness surface course, furnished and placed as specified, at a <i>unit price</i> of	\$ _____ per ton	<b>720</b> tons	\$ _____

**Item 4 – Surface Course (upper layer) - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.



**Item 5 – Manhole Adjustment**

UNIT = EACH		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
6.	Adjust manhole to finish grade with Riser Ring at a <i>unit price</i> of	\$ _____ each manhole	<u>9</u> manholes	\$ _____

**Item 5 – Manhole Adjustment - unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents

**Item 6 – Water Valve Box Adjustments**

UNIT = EACH		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
6.	Adjust Water Valve Box to finish grade at a <i>unit price</i> of	\$ _____ each valve box	<u>1</u> Valve boxes	\$ _____

**Item 6 – Adjust Water Valve Box - unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents

**Item 7 – Asphalt Driveway**

UNIT = APRON/APPROACH		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
7.	Asphaltic driveway apron/approach, blend to smooth transition, shall comply to Special Provisions Section 1401, at a <i>unit price</i> of	\$ _____ each apron / approach	<u>15</u> aprons / approaches	\$ _____

**Item 7 – Asphalt Driveway – unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents

**Item 8 – Gravel Driveway – unit price**

<b>UNIT = EACH</b>		<b><u>Unit Price</u></b>	<b><u># of Units</u></b> <small>(if applicable)</small>	<b><u>Total</u></b>
8.	Gravel Driveway approaches, shall comply to Special Provisions 1301, <i>at a unit price of</i>	\$ _____ each	<u>19</u> aprons/ approaches	\$ _____

**Item 8 – Gravel Driveway – unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents.

**Item 9 – Commercial Asphalt Approaches**

<b>UNIT = COMMERCIAL APPROACH</b>		<b><u>Unit Price</u></b>	<b><u># of Units</u></b> <small>(if applicable)</small>	<b><u>Total</u></b>
9.	Commercial Asphalt /approach, blend to smooth transition, (approximately 150 square yards), shall comply to Special Provisions Section 1401, at a <i>unit price of</i>	\$ _____ each apron / approach	<u>3</u> aprons / approaches	\$ _____

**Item 9 – Commercial Asphalt Approach – unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents

**Item 9 – Shouldering**

<b>UNIT = TONS</b>		<b><u>Unit Price</u></b>	<b><u># of Units</u></b> <small>(if applicable)</small>	<b><u>Total</u></b>
9.	Shouldering, 2 ft. wide, shall comply to Special Provisions Section 1303, at a <i>unit price of</i>	\$ _____ per ton	<u>100</u> tons	\$ _____

**Item 9 – Shouldering – unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents.

# **12<sup>th</sup> AVENUE PROJECT**

Anticipated Start Date: \_\_\_\_\_  
(12th Avenue)

Completion Date: \_\_\_\_\_

**TOTAL FOR 12th AVENUE PROJECT -**

**(\$ \_\_\_\_\_)**

**SCHEDULE OF FIXED PRICES**

The following unit prices shall apply in the event additions to or deductions from the work required in the Base Bid are ordered by the Village. The unit prices bid shall include all costs of furnishing and installing or placing bid items.

Road Construction:

- 1. Excavation below subgrade of frost-heave or other unsuitable material. \$\_\_\_\_\_ per Cubic Yard
- 2. Granular backfill for excavation below subgrade when suitable material is not available. \$\_\_\_\_\_ per Cubic Yard
- 3. Stone backfill to stabilize subgrade, 2-inch size. \$\_\_\_\_\_ per Ton
- 4. Soil stabilization fabric, Mirafi 600X or equal. \$\_\_\_\_\_ per Sq. Yard
- 5. Subbase material, crushed stone Gradation 3 inch, placed over stabilization fabric. \$\_\_\_\_\_ per Ton

The Owner reserves the rights to reject or renegotiate any of the prices listed in the Schedule of Fixed Prices that he feels are not comparable to current prices being bid for those items.

The Owner also reserves the right to reject a Bid in which all items in the Proposal and the Schedule of Fixed Prices are not properly filled out.

The Bidder covenants and agrees to furnish insurance to protect the Owner against damages to employees of the Contractor and Subcontractors under him, and the public in general in the performance of the work.

This Proposal is made in accordance with the terms of the Official Notice to Bidders inviting Proposals for such work, and in conformity with the Contract, which is hereto attached and made a part thereof.

Firm \_\_\_\_\_

By/Title \_\_\_\_\_

By/Title \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

Date \_\_\_\_\_

(Bidder should not add any conditions or qualifying statements to this Proposal, as otherwise the Proposal may be declared irregular as being not responsive to the Advertisement for Bids)

**LIST OF SUBCONTRACTORS**

If awarded this Contract, the Bidder declares he intends to employ the following Subcontractors for the Class of Work as noted below:

**NAME OF SUBCONTRACTOR**

**CLASS OF WORK**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above is a full and complete list of all the proposed Subcontractors and the Class of Work to be performed by each, which list shall not be altered, without the written consent of the Owner.

**BID SECURITY**

A Certified Check or Bid Bond (**cross out one**) in the amount of \$ \_\_\_\_\_ accompanies this Proposal as required by the Official Notice to Bidders.

## DISCLOSURE OF OWNERSHIP

Personally identifiable information may be used for secondary purposes. See s. 15.04(1) (m) Stats. for details.

**(1) INSTRUCTIONS:** On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit on a project subject to s. 66 or 103 Stats., the contractor shall disclose to such state agency or local governmental unit 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.

**(2) DEFINITION:** The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities and any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by s. 66 or 103 Stats.

**(3) WHEN TO COMPLETE FORM:** This form ONLY needs to be completed if (a) the contractor, or a shareholder, officer or partner of the contractor, owns at least a 25% interest in the "other construction business" indicated below on the date the contractor submits a bid or completes negotiations, or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years; **and** (b) the Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" failed to pay the prevailing wage rate or time and one-half the required 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. This form DOES NOT have to be completed if the requirements of **both** (a) and (b) above are not met. If the requirements of both (a) and (b) above are not met. If the requirements of both (a) and (b) above are met, this form must ONLY be filed with the state agency or local governmental unit that will be awarding the contract.

**(4) NAME AND ADDRESS OF OTHER CONSTRUCTION BUSINESS:** Indicate below the name(s) and address(s) of any "other construction business" which meets all of the criteria specified in (2) and (3) above.

Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip

**I HEREBY STATE UNDER PENALTY OF PERJURY THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND ACCURATE ACCORDING TO MY KNOWLEDGE AND BELIEF.**

Print Name of Authorized Officer	Signature of Authorized Officer
Title of Authorized Officer	This _____ day of _____, <b>20</b>

Name of Corporation, Limited Liability Company, Partnership or Sole Proprietorship

Address (Include Street or P.O. Box, City, State and Zip)

The statutory authority for the use of this form is prescribed in s. 66 and 103, Stats. The use of this form is mandatory. The Penalty for failing to complete this form is prescribed in s. 103, Stats.

**AFFIDAVIT OF ORGANIZATION AND AUTHORITY**

I, \_\_\_\_\_ being first duly sworn on oath certify that

\_\_\_\_\_  
(Name of corporation, limited liability company, partnership or person submitting bid)

Bidder on the attached Proposal, is organized as indicated below; that I have examined and carefully prepared this Proposal from the Specifications and have checked the same in detail before submitting this Proposal; that all statements made herein are made on behalf of such Bidder and that I have full authority to make such statements and submit this Proposal in (its) (their) behalf; and that the said statements are true and correct.

**Bidder is (fill out applicable paragraph):**

**A Corporation** organized and existing under the laws of the State of \_\_\_\_\_, and its President is \_\_\_\_\_, and its Secretary is \_\_\_\_\_, and it does/does not have a corporate seal.

The \_\_\_\_\_ is authorized to sign construction Contracts and Bids  
(Officer or authorized agent)  
for the company by action of its Board of Directors taken: \_\_\_\_\_, a certified copy of which is attached hereto. (Strike out this last sentence if the Proposal is signed by the President and Secretary.)

**A Partnership** consisting of \_\_\_\_\_ and \_\_\_\_\_, partners doing business under the name of \_\_\_\_\_.

**A Limited Liability Company** organized and existing under the laws of the State of \_\_\_\_\_, \_\_\_\_\_, a managing member, is authorized to sign Contracts and Bids for the Company.

**An Individual** operating under the trade name of \_\_\_\_\_.

Signature \_\_\_\_\_

\_\_\_\_\_  
(Title, if any)

\_\_\_\_\_  
(Bidders address)

\_\_\_\_\_  
(Telephone)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Notary Public,

\_\_\_\_\_ County, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(This Affidavit must be attached to and filed with the Bid Proposal.)



**CONTRACT**

**THIS CONTRACT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the "**CONTRACTOR**" and the **Village of Somers**, hereinafter called the "**OWNER**".

**WITNESSETH:** That the **CONTRACTOR** and the **OWNER** for the consideration stated herein agree as follows:

**ARTICLE I, SCOPE OF WORK** - The **CONTRACTOR** shall perform all Work required and shall provide and furnish all the labor, materials and necessary tools, expendable equipment and all utility and transportation services required for the Village of Somers 2018 Paving Project(s), all in strict accordance with the Specifications, including all Addenda, if any, and in strict accordance with the **CONTRACTOR'S** Proposal dated \_\_\_\_\_ 20\_\_\_\_, and all other Contract Documents, which, together with the Specifications are made a part of this Contract, and the **CONTRACTOR** shall do every thing that is required by this Contract and all other documents constituting a part thereof.

**ARTICLE II, CONTRACT TIME OF COMPLETION** - The **CONTRACTOR** hereby covenants and agrees with the **OWNER** that Work under this Contract will commence within 10 calendar days after the notice to proceed is issued and will be completed within \_\_\_\_\_ calendar days thereafter. The **CONTRACTOR** further agrees to pay the **OWNER** a sum of \_\_\_\_\_ for each consecutive day thereafter in which work has not been completed.

**ARTICLE III, CONTRACT PRICE** - The **OWNER** shall pay the **CONTRACTOR** for the performance of this Contract, subject to any additions or deductions provided for herein, and in accordance with unit prices where set forth in the Proposal, applied to the final measurement of the completed construction, in current funds, the Contract Price as follows:

-----

**52nd Avenue Base Proposal** (written):

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents.

\$ \_\_\_\_\_

-----

**NET CONTRACT PRICE**    \$ \_\_\_\_\_

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed in 3 original counterparts on the day and year first above written.

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

(SEAL)

\_\_\_\_\_  
(OWNER)

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

Approved as to form and execution: \_\_\_\_\_  
Attorney for OWNER

Provisions have been made to pay for the liability that will accrue under this Contract.

\_\_\_\_\_  
Clerk/Treasurer or Authorized Official

**CONTRACTOR ' S PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_

\_\_\_\_\_

as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (written), (\$ \_\_\_\_\_ ), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_, 20\_\_\_\_

,  
entered into a Contract with OWNER for \_\_\_\_\_

\_\_\_\_\_

in accordance with drawings and specifications prepared by the Village of Somers, Somers, Wisconsin, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of one (1) year following the completion of the Work under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument in 3 original counterparts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the names and corporate seal of each corporate parting hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Attorney in Fact)

Approved by OWNER:

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

NOTE: The Bond must be approved and the approval dated in every case. The title of the person signing must be indicated. Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.

**CONTRACTOR'S PAYMENT BOND**

(PUBLIC IMPROVEMENT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_

a Surety Company, as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter provided, in the amount of

\_\_\_\_\_ Dollars (written),

(\$\_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ 20\_\_\_\_

,  
entered into a Contract with OWNER for \_\_\_\_\_

\_\_\_\_\_

in accordance with drawings and specifications prepared by the Village of Somers, Somers, Wisconsin, which Contract is by reference made a part hereof and is required by Section 779.14, Wisconsin Statutes, to contain in substance the following provisions:

CONTRACTOR shall pay all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, including, without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for workmen's compensation insurance and contributions for unemployment compensation.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, as required by Section 779.14, Wisconsin Statutes, is such that, if Principal shall faithfully perform the said Contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract, to be used or consumed in making the public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) No assignment, modification or change of the Contract, or change in the Work covered thereby, or any extension of time for completion of the Contract shall release the Sureties on the bond.
- 2) Not later than one year after the completion of Work under the Contract, any party in interest may maintain an action in his own name against the Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his Subcontractors. If the amount realized on this bond is insufficient to satisfy all

claims of the parties in full, it shall be distributed among the parties pro rata.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument in 3 (three) original counter parts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_

By:

\_\_\_\_\_

(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_

(Attorney in Fact)

Approved by OWNER:

\_\_\_\_\_

By:

\_\_\_\_\_

Date

(Title)

NOTE: The Bond must be approved in the case of the State by the State Official authorized to enter into such Contract, of a County by its District Attorney, of a City by its Mayor, of a Village by its President, of a Village by its Chairman, of a School District by the Director or President and of any other Public Board or body by the presiding officer thereof.

## WORK CHANGE DIRECTIVE INSTRUCTIONS

---

### A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

### B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Contractor initiates the form, including a description of the items involved and attachments. Based on conversations between Owner and Contractor, Owner completes the following:

#### METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE:

Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Contractor has completed and signed the form, all copies should be sent to Owner for authorization. Once authorized by Owner, a copy should be sent to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

**THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.**



WORK CHANGE DIRECTIVE

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Project: \_\_\_\_\_

You are directed to proceed promptly with the following change(s): \_\_\_\_\_

Description: \_\_\_\_\_

Purpose of Work Change Directive: \_\_\_\_\_

Attachments: (List documents supporting change) \_\_\_\_\_

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

**Method of determining change in Contract Price:**

- Unit Prices
- Lump Sum
- Cost of the Work

Estimated increase (decrease) in Contract Price:  
\$ \_\_\_\_\_

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: \_\_\_\_\_ days

Ready for final payment: \_\_\_\_\_ days

REQUESTED BY CONTRACTOR:

AUTHORIZED BY OWNER:

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

\_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CHANGE ORDER INSTRUCTIONS

---

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

### B. COMPLETING THE CHANGE ORDER FORM

Contractor normally initiates the form, including a description of the changes involved and attachments, based upon original agreement with Owner.

Once Contractor has completed and signed the form, all copies should be sent to Owner for approval. After approval, Owner shall make distribution of executed copies.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

# CHANGE ORDER

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Project: \_\_\_\_\_

You are directed to make the following change(s) in the Contract Documents: \_\_\_\_\_

Description: \_\_\_\_\_

Reason for Change Order: \_\_\_\_\_

Attachments: (List documents supporting change) \_\_\_\_\_

<b>CHANGE IN CONTRACT PRICE</b>
Original Contract Price \$ _____
Net increase (decrease) from previous Change Orders No. _____ to _____: \$ _____
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

<b>CHANGE IN CONTRACT TIMES</b>
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. _____ to _____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

REQUESTED BY CONTRACTOR:

AUTHORIZED BY OWNER:

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

\_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# 82nd AVENUE PROPOSAL

2018 PAVING PROGRAM  
VILLAGE OF SOMERS  
KENOSHA COUNTY, WISCONSIN

To: President and Village Board  
Village of Somers  
7511 - 12th Street  
P.O. Box 197  
Somers, WI 53171

Dear Board Members:

The Bidder, in compliance with your Official Notice to Bidders for construction of the 2018 Paving Program, having examined the Specifications, including Addenda No. \_\_\_\_\_ and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed work; including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the sum stated below. These sums are to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

The Bidder hereby agrees to commence work under this Contract within 10 calendar days after the notice to proceed is issued and will have the work completed within \_\_\_\_\_ calendar days thereafter. The Bidder further agrees to pay the Owner a sum of \$500.00 for each consecutive calendar day thereafter, in which work has not been completed.

The Bidder hereby proposes to perform the pavement edge work for the following sums:

## **82nd AVENUE PROJECT**

**Pulverize full width of pavement, regrade to required 2% slope starting at the intersection of 12<sup>th</sup> Street and finishing at the intersection of 12<sup>th</sup> Place.**

-----  
**Item 1 – Foundation Preparation**

	UNIT = SQUARE YARDS	<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
1.	Full thickness pulverizing and preparation of foundation sub-grade regrading to 2% slope performed at a <i>unit price</i> of	\$ _____ per sq. yd.	<b>750</b> square yards	\$ _____

**Item 1 – Foundation Preparation - unit price (written)**

\_\_\_\_\_ dollars and

-----  
cents.  
-----

**Item 2 – Binder Course (lower layer)**

UNIT = TONS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
2.	Asphaltic concrete pavement (lower layer) Type 3LT 58-28S, 3 inch thickness binder course, furnished and placed as specified, at a <i>unit price</i> of	\$ _____ per ton	<u>112</u> tons	\$ _____

**Item 2 – Binder Course (lower layer) - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**Item 3 – Surface Course (upper layer)**

UNIT = TONS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
3.	Asphaltic concrete pavement (upper layer) Type 4LT 58-28S 2 inch thickness surface course, furnished and placed as specified, at a <i>unit price</i> of	\$ _____ per ton	<u>80</u> tons	\$ _____

**Item 3 – Surface Course (upper layer) - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**Item 4 – Asphalt Driveway Approaches**

UNIT = APRON/APPROACH		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
4.	Asphaltic driveway apron/approaches, mill and replace as required 3 locations, shall comply to Special Provisions Section 1401, at a <i>unit price</i> of	\$ _____ each apron / approach	<u>3</u> aprons / approaches	\$ _____

**Item 4 – Asphalt Driveway – unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents

**Item 5 – Gravel Driveway – unit price**

UNIT = EACH		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
5.	Gravel Driveway approaches, shall comply to Special Provisions 1301, <i>at a unit price of</i>	\$ _____ each	<u>1</u> aprons/ approaches	\$ _____

**Item 5 – Gravel Driveway – unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents.

**Item 6 –Shouldering**

UNIT = TONS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
6.	Shouldering, 2 ft. wide by 700 feet, shall comply to Special Provisions Section 1303, at a <i>unit price of</i>	\$ _____ per ton	<u>15</u> tons	\$ _____

**Item 6 –Shouldering – unit price (written)**

\_\_\_\_\_dollars and  
\_\_\_\_\_cents.

**82nd AVENUE PROJECT**

Anticipated Start Date: \_\_\_\_\_  
(82nd Avenue)

Completion Date: \_\_\_\_\_

**TOTAL FOR 82nd AVENUE PROJECT -**

**(\$ \_\_\_\_\_)**

**SCHEDULE OF FIXED PRICES**

The following unit prices shall apply in the event additions to or deductions from the work required in the Base Bid are ordered by the Village. The unit prices bid shall include all costs of furnishing and installing or placing bid items.

Road Construction:

- 1. Excavation below subgrade of frost-heave or other unsuitable material. \$\_\_\_\_\_ per Cubic Yard
- 2. Granular backfill for excavation below subgrade when suitable material is not available. \$\_\_\_\_\_ per Cubic Yard
- 3. Stone backfill to stabilize subgrade, 2-inch size. \$\_\_\_\_\_ per Ton
- 4. Soil stabilization fabric, Mirafi 600X or equal. \$\_\_\_\_\_ per Sq. Yard
- 5. Subbase material, crushed stone Gradation 3 inch, placed over stabilization fabric. \$\_\_\_\_\_ per Ton

The Owner reserves the rights to reject or renegotiate any of the prices listed in the Schedule of Fixed Prices that he feels are not comparable to current prices being bid for those items.

The Owner also reserves the right to reject a Bid in which all items in the Proposal and the Schedule of Fixed Prices are not properly filled out.

The Bidder covenants and agrees to furnish insurance to protect the Owner against damages to employees of the Contractor and Subcontractors under him, and the public in general in the performance of the work.

This Proposal is made in accordance with the terms of the Official Notice to Bidders inviting Proposals for such work, and in conformity with the Contract, which is hereto attached and made a part thereof.

Firm \_\_\_\_\_

By/Title \_\_\_\_\_

By/Title \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

Date \_\_\_\_\_

(Bidder should not add any conditions or qualifying statements to this Proposal, as otherwise the Proposal may be declared irregular as being not responsive to the Advertisement for Bids)



**LIST OF SUBCONTRACTORS**

If awarded this Contract, the Bidder declares he intends to employ the following Subcontractors for the Class of Work as noted below:

**NAME OF SUBCONTRACTOR**

**CLASS OF WORK**

NAME OF SUBCONTRACTOR	CLASS OF WORK
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above is a full and complete list of all the proposed Subcontractors and the Class of Work to be performed by each, which list shall not be altered, without the written consent of the Owner.

**BID SECURITY**

A Certified Check or Bid Bond (**cross out one**) in the amount of \$ \_\_\_\_\_ accompanies this Proposal as required by the Official Notice to Bidders.

## DISCLOSURE OF OWNERSHIP

Personally identifiable information may be used for secondary purposes. See s. 15.04(1) (m) Stats. for details.

**(1) INSTRUCTIONS:** On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit on a project subject to s. 66 or 103 Stats., the contractor shall disclose to such state agency or local governmental unit 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.

**(2) DEFINITION:** The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities and any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by s. 66 or 103 Stats.

**(3) WHEN TO COMPLETE FORM:** This form ONLY needs to be completed if (a) the contractor, or a shareholder, officer or partner of the contractor, owns at least a 25% interest in the "other construction business" indicated below on the date the contractor submits a bid or completes negotiations, or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years; **and** (b) the Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" failed to pay the prevailing wage rate or time and one-half the required 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. This form DOES NOT have to be completed if the requirements of **both** (a) and (b) above are not met. If the requirements of both (a) and (b) above are not met. If the requirements of both (a) and (b) above are met, this form must ONLY be filed with the state agency or local governmental unit that will be awarding the contract.

**(4) NAME AND ADDRESS OF OTHER CONSTRUCTION BUSINESS:** Indicate below the name(s) and address(s) of any "other construction business" which meets all of the criteria specified in (2) and (3) above.

Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip

**I HEREBY STATE UNDER PENALTY OF PERJURY THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND ACCURATE ACCORDING TO MY KNOWLEDGE AND BELIEF.**

Print Name of Authorized Officer	Signature of Authorized Officer
Title of Authorized Officer	This _____ day of _____, <b>20</b>

Name of Corporation, Limited Liability Company, Partnership or Sole Proprietorship

Address (Include Street or P.O. Box, City, State and Zip)

The statutory authority for the use of this form is prescribed in s. 66 and 103, Stats. The use of this form is mandatory. The Penalty for failing to complete this form is prescribed in s. 103, Stats.

**AFFIDAVIT OF ORGANIZATION AND AUTHORITY**

I, \_\_\_\_\_ being first duly sworn on oath certify that

\_\_\_\_\_  
(Name of corporation, limited liability company, partnership or person submitting bid)

Bidder on the attached Proposal, is organized as indicated below; that I have examined and carefully prepared this Proposal from the Specifications and have checked the same in detail before submitting this Proposal; that all statements made herein are made on behalf of such Bidder and that I have full authority to make such statements and submit this Proposal in (its) (their) behalf; and that the said statements are true and correct.

**Bidder is (fill out applicable paragraph):**

**A Corporation** organized and existing under the laws of the State of \_\_\_\_\_, and its President is \_\_\_\_\_, and its Secretary is \_\_\_\_\_, and it does/does not have a corporate seal.

The \_\_\_\_\_ is authorized to sign construction Contracts and Bids  
(Officer or authorized agent)  
for the company by action of its Board of Directors taken: \_\_\_\_\_, a certified copy of which is attached hereto. (Strike out this last sentence if the Proposal is signed by the President and Secretary.)

**A Partnership** consisting of \_\_\_\_\_ and \_\_\_\_\_, partners doing business under the name of \_\_\_\_\_.

**A Limited Liability Company** organized and existing under the laws of the State of \_\_\_\_\_, \_\_\_\_\_, a managing member, is authorized to sign Contracts and Bids for the Company.

**An Individual** operating under the trade name of \_\_\_\_\_.

Signature \_\_\_\_\_

\_\_\_\_\_  
(Title, if any)

\_\_\_\_\_  
(Bidders address)

\_\_\_\_\_  
(Telephone)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Notary Public,

\_\_\_\_\_ County, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(This Affidavit must be attached to and filed with the Bid Proposal.)

**CONTRACT**

**THIS CONTRACT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the "**CONTRACTOR**" and the **Village of Somers**, hereinafter called the "**OWNER**".

**WITNESSETH:** That the **CONTRACTOR** and the **OWNER** for the consideration stated herein agree as follows:

**ARTICLE I, SCOPE OF WORK** - The **CONTRACTOR** shall perform all Work required and shall provide and furnish all the labor, materials and necessary tools, expendable equipment and all utility and transportation services required for the Village of Somers 2018 Paving Project(s), all in strict accordance with the Specifications, including all Addenda, if any, and in strict accordance with the **CONTRACTOR'S** Proposal dated \_\_\_\_\_ 20\_\_\_\_, and all other Contract Documents, which, together with the Specifications are made a part of this Contract, and the **CONTRACTOR** shall do every thing that is required by this Contract and all other documents constituting a part thereof.

**ARTICLE II, CONTRACT TIME OF COMPLETION** - The **CONTRACTOR** hereby covenants and agrees with the **OWNER** that Work under this Contract will commence within 10 calendar days after the notice to proceed is issued and will be completed within \_\_\_\_\_ calendar days thereafter. The **CONTRACTOR** further agrees to pay the **OWNER** a sum of \_\_\_\_\_ for each consecutive day thereafter in which work has not been completed.

**ARTICLE III, CONTRACT PRICE** - The **OWNER** shall pay the **CONTRACTOR** for the performance of this Contract, subject to any additions or deductions provided for herein, and in accordance with unit prices where set forth in the Proposal, applied to the final measurement of the completed construction, in current funds, the Contract Price as follows:

-----

**11<sup>th</sup> Street and 87<sup>th</sup> Avenue Base Proposal** (written):

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents.

\$ \_\_\_\_\_

-----

**NET CONTRACT PRICE**    \$ \_\_\_\_\_

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed in 3 original counterparts on the day and year first above written.

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

(SEAL)

\_\_\_\_\_  
(OWNER)

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

Approved as to form and execution: \_\_\_\_\_  
Attorney for OWNER

Provisions have been made to pay for the liability that will accrue under this Contract.

\_\_\_\_\_  
Clerk/Treasurer or Authorized Official

**CONTRACTOR ' S PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_

\_\_\_\_\_

as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (written), (\$ \_\_\_\_\_ ), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_, 20\_\_\_\_

,  
entered into a Contract with OWNER for \_\_\_\_\_

\_\_\_\_\_

in accordance with drawings and specifications prepared by the Village of Somers, Somers, Wisconsin, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of one (1) year following the completion of the Work under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument in 3 original counterparts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the names and corporate seal of each corporate parting hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Attorney in Fact)

Approved by OWNER:

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

NOTE: The Bond must be approved and the approval dated in every case. The title of the person signing must be indicated. Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.



**CONTRACTOR'S PAYMENT BOND**

(PUBLIC IMPROVEMENT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_

a Surety Company, as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter provided, in the amount of

\_\_\_\_\_ Dollars (written),

(\$\_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ 20\_\_\_\_

,  
entered into a Contract with OWNER for \_\_\_\_\_

\_\_\_\_\_

in accordance with drawings and specifications prepared by the Village of Somers, Somers, Wisconsin, which Contract is by reference made a part hereof and is required by Section 779.14, Wisconsin Statutes, to contain in substance the following provisions:

CONTRACTOR shall pay all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, including, without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for workmen's compensation insurance and contributions for unemployment compensation.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, as required by Section 779.14, Wisconsin Statutes, is such that, if Principal shall faithfully perform the said Contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract, to be used or consumed in making the public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) No assignment, modification or change of the Contract, or change in the Work covered thereby, or any extension of time for completion of the Contract shall release the Sureties on the bond.
- 2) Not later than one year after the completion of Work under the Contract, any party in interest may maintain an action in his own name against the Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his Subcontractors. If the amount realized on this bond is insufficient to satisfy all

claims of the parties in full, it shall be distributed among the parties pro rata.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument in 3 (three) original counter parts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_  
By:

\_\_\_\_\_  
(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_  
(Attorney in Fact)

Approved by OWNER:

\_\_\_\_\_  
Date

By: \_\_\_\_\_

(Title)

NOTE: The Bond must be approved in the case of the State by the State Official authorized to enter into such Contract, of a County by its District Attorney, of a City by its Mayor, of a Village by its President, of a Village by its Chairman, of a School District by the Director or President and of any other Public Board or body by the presiding officer thereof.

## WORK CHANGE DIRECTIVE INSTRUCTIONS

---

### A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

### B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Contractor initiates the form, including a description of the items involved and attachments. Based on conversations between Owner and Contractor, Owner completes the following:

#### METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE:

Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Contractor has completed and signed the form, all copies should be sent to Owner for authorization. Once authorized by Owner, a copy should be sent to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

**THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.**

WORK CHANGE DIRECTIVE

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Project: \_\_\_\_\_

You are directed to proceed promptly with the following change(s): \_\_\_\_\_

Description: \_\_\_\_\_

Purpose of Work Change Directive: \_\_\_\_\_

Attachments: (List documents supporting change) \_\_\_\_\_

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

**Method of determining change in Contract Price:**

- Unit Prices
- Lump Sum
- Cost of the Work

Estimated increase (decrease) in Contract Price:  
\$ \_\_\_\_\_

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: \_\_\_\_\_ days

Ready for final payment: \_\_\_\_\_ days

REQUESTED BY CONTRACTOR:

AUTHORIZED BY OWNER:

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

\_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CHANGE ORDER INSTRUCTIONS

---

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

### B. COMPLETING THE CHANGE ORDER FORM

Contractor normally initiates the form, including a description of the changes involved and attachments, based upon original agreement with Owner.

Once Contractor has completed and signed the form, all copies should be sent to Owner for approval. After approval, Owner shall make distribution of executed copies.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

## CHANGE ORDER

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Project: \_\_\_\_\_

You are directed to make the following change(s) in the Contract Documents: \_\_\_\_\_

Description: \_\_\_\_\_

Reason for Change Order: \_\_\_\_\_

Attachments: (List documents supporting change) \_\_\_\_\_

<b>CHANGE IN CONTRACT PRICE</b>
Original Contract Price \$ _____
Net increase (decrease) from previous Change Orders No. _____ to _____: \$ _____
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

<b>CHANGE IN CONTRACT TIMES</b>
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. _____ to _____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

REQUESTED BY CONTRACTOR:

AUTHORIZED BY OWNER:

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

\_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**63<sup>rd</sup> AVENUE, 10<sup>th</sup> PLACE CUL DE SAC  
& 10<sup>th</sup> STREET CUL DE SAC**

2018 PAVING PROGRAM  
VILLAGE OF SOMERS  
KENOSHA COUNTY, WISCONSIN

To: President and Village Board  
Village of Somers  
7511 - 12th Street  
P.O. Box 197  
Somers, WI 53171

Dear Board Members:

The Bidder, in compliance with your Official Notice to Bidders for construction of the 2018 Paving Program, having examined the Specifications, including Addenda No. \_\_\_\_\_ and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed work; including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the sum stated below. These sums are to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

The Bidder hereby agrees to commence work under this Contract within 10 calendar days after the notice to proceed is issued and will have the work completed within \_\_\_\_\_ calendar days thereafter. The Bidder further agrees to pay the Owner a sum of \$500.00 for each consecutive calendar day thereafter, in which work has not been completed.

The Bidder hereby proposes to perform the pavement edge work for the following sums:

**63<sup>rd</sup> Avenue, 10<sup>th</sup> Place Cul De Sac & 10<sup>th</sup> Street Cul De Sac**

**Pulverize full width of pavement, regrade to required 2% slope and replace starting at address 1120, 63<sup>rd</sup> Avenue to termination of 63<sup>rd</sup> Avenue and to termination of 10th Place Cul De Sac and to address 6230, 10<sup>th</sup> Street. Resurfacing from the intersection of 1<sup>st</sup> Street to the pulverization intersection at address 1120, 63<sup>rd</sup> Avenue.**

**Item 1 – Foundation Preparation**

UNIT = SQUARE YARDS		Unit Price	# of Units <small>(if applicable)</small>	Total
1.	Full thickness pulverizing and preparation of foundation sub-grade regrading to 2% slope performed at a <i>unit price</i> of:	\$ _____ per sq. yd.	<b>3300</b> square yards	\$ _____

**Item 1 – Foundation Preparation - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

-----

**Item 2 – Binder Course (lower layer)**

UNIT = TONS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
2.	Asphaltic concrete pavement (lower layer) Grade 3LT 58-28S, 3 inch thickness binder course, furnished and placed as specified, at a <i>unit price</i> of	\$ _____ per ton	<u>560</u> tons	\$ _____

**Item 2 – Binder Course (lower layer) - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

-----

**Item 3 – Surface Course (upper layer)**

UNIT = TONS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
3.	Asphaltic concrete pavement (upper layer), Grade 4LT 58-28S, 2 inch thickness surface course, furnished and placed as specified, at a <i>unit price</i> of	\$ _____ per ton	<u>380</u> tons	\$ _____

**Item 3 – Surface Course (upper layer) - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

-----

**Item 4 – Foundation Preparation of 63<sup>rd</sup> Avenue  
Overlay Area**

UNIT = SQUARE YARDS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
4.	Disintegrated areas designated by owner cleaned and filled with asphalt binder.	\$ _____ per sq. yd.	<u>20</u> square yards	\$ _____

**Item 4 – Foundation Preparation - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

-----  
**Item 5 – 12<sup>th</sup> Street and 11<sup>th</sup> Place Intersection Milling**  
**Intersection Milling**

UNIT = FEET		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
5.	Mill Intersections to blend with current Road Height of 120 <sup>th</sup> Avenue	\$ _____ feet	<b>160</b> feet	\$ _____

**Item 5 – 12<sup>th</sup> Street and 11<sup>th</sup> Place Intersection Milling – unit price (written)**

\_\_\_\_\_ dollars and  
 \_\_\_\_\_ cents.

-----  
**Item 6 – Heavy Tack Coating)**

UNIT = SQUARE YARDS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
6.	Apply Heavy Tack Coat <i>unit price</i> of	\$ _____ sq. yard	<b>2400</b> Sq. yard	\$ _____

**Item 6 – Heavy Tack Coat - unit price (written)**

\_\_\_\_\_ dollars and  
 \_\_\_\_\_ cents.

-----  
**Item 7 – Surface Course from the intersection of 12<sup>th</sup> Street to address 1120, 63<sup>rd</sup> Ave.**

UNIT = TONS		<u>Unit Price</u>	<u># of Units</u> <small>(if applicable)</small>	<u>Total</u>
47	Asphaltic concrete pavement (upper layer) Type 4LT 58-28S 2 ½ thickness surface course, furnished and placed as specified, at a <i>unit price</i> of	\$ _____ per ton	<b>350</b> tons	\$ _____

**Item 7 – Surface Course (upper layer) - unit price (written)**

\_\_\_\_\_ dollars and  
 \_\_\_\_\_ cents.

**Item 8 – Asphalt Driveway**

UNIT = APRON/APPROACH		Unit Price	# of Units <small>(if applicable)</small>	Total
8.	Asphaltic driveway apron/approaches, 26 Locations ( 1150 Sq. Yds.) shall comply to Special Provisions Section 1401, at a <i>unit price</i> of	\$ _____ Per Ton	<u>110</u> tons	\$ _____

**Item 8 – Asphalt Driveway – unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents

**Item 9 – Shouldering**

UNIT = TONS		Unit Price	# of Units <small>(if applicable)</small>	Total
9.	Shouldering, 2 ft. wide, shall comply to Special Provisions Section 1303, at a <i>unit price</i> of	\$ _____ per ton	<u>100</u> tons	\$ _____

**Item 9 – Shouldering – unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents.

**Item 10 – Manhole Adjustment**

UNIT = EACH		Unit Price	# of Units <small>(if applicable)</small>	Total
10.	Adjust manhole to finish grade with Riser Ring at a <i>unit price</i> of	\$ _____ each manhole	<u>9</u> manholes	\$ _____

**Item 10 – Manhole Adjustment - unit price (written)**

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents

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**63<sup>rd</sup> AVENUE, 10<sup>th</sup> PLACE CUL DE SAC**  
**& 10<sup>th</sup> STREET CUL DE SAC**

Anticipated Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
(63<sup>rd</sup> Avenue, 10<sup>th</sup> Place Cul De Sac & 10<sup>th</sup> Street Cul De Sac)

TOTAL FOR 63<sup>rd</sup> AVENUE < 10<sup>th</sup> PLACE CUL DE SAC & 10<sup>th</sup> STREE CUL DE SAC PROJECT -  
(\$ \_\_\_\_\_)

**SCHEDULE OF FIXED PRICES**

The following unit prices shall apply in the event additions to or deductions from the work required in the Base Bid are ordered by the Village. The unit prices bid shall include all costs of furnishing and installing or placing bid items.

Road Construction:

- 1. Excavation below subgrade of frost-heave or other unsuitable material. \$\_\_\_\_\_ per Cubic Yard
- 2. Granular backfill for excavation below subgrade when suitable material is not available. \$\_\_\_\_\_ per Cubic Yard
- 3. Stone backfill to stabilize subgrade, 2-inch size. \$\_\_\_\_\_ per Ton
- 4. Soil stabilization fabric, Mirafi 600X or equal. \$\_\_\_\_\_ per Sq. Yard
- 5. Subbase material, crushed stone Gradation 3 inch, placed over stabilization fabric. \$\_\_\_\_\_ per Ton

The Owner reserves the rights to reject or renegotiate any of the prices listed in the Schedule of Fixed Prices that he feels are not comparable to current prices being bid for those items.

The Owner also reserves the right to reject a Bid in which all items in the Proposal and the Schedule of Fixed Prices are not properly filled out.

The Bidder covenants and agrees to furnish insurance to protect the Owner against damages to employees of the Contractor and Subcontractors under him, and the public in general in the performance of the work.

This Proposal is made in accordance with the terms of the Official Notice to Bidders inviting Proposals for such work, and in conformity with the Contract, which is hereto attached and made a part thereof.

Firm \_\_\_\_\_

By/Title \_\_\_\_\_

By/Title \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

Date \_\_\_\_\_

(Bidder should not add any conditions or qualifying statements to this Proposal, as otherwise the Proposal may be declared irregular as being not responsive to the Advertisement for Bids)

**LIST OF SUBCONTRACTORS**

If awarded this Contract, the Bidder declares he intends to employ the following Subcontractors for the Class of Work as noted below:

**NAME OF SUBCONTRACTOR**

**CLASS OF WORK**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above is a full and complete list of all the proposed Subcontractors and the Class of Work to be performed by each, which list shall not be altered, without the written consent of the Owner.

**BID SECURITY**

A Certified Check or Bid Bond (**cross out one**) in the amount of \$ \_\_\_\_\_ accompanies this Proposal as required by the Official Notice to Bidders.

## DISCLOSURE OF OWNERSHIP

Personally identifiable information may be used for secondary purposes. See s. 15.04(1) (m) Stats. for details.

**(1) INSTRUCTIONS:** On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit on a project subject to s. 66 or 103 Stats., the contractor shall disclose to such state agency or local governmental unit 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.

**(2) DEFINITION:** The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities and any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by s. 66 or 103 Stats.

**(3) WHEN TO COMPLETE FORM:** This form ONLY needs to be completed if (a) the contractor, or a shareholder, officer or partner of the contractor, owns at least a 25% interest in the "other construction business" indicated below on the date the contractor submits a bid or completes negotiations, or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years; **and** (b) the Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" failed to pay the prevailing wage rate or time and one-half the required 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. This form DOES NOT have to be completed if the requirements of **both** (a) and (b) above are not met. If the requirements of both (a) and (b) above are not met. If the requirements of both (a) and (b) above are met, this form must ONLY be filed with the state agency or local governmental unit that will be awarding the contract.

**(4) NAME AND ADDRESS OF OTHER CONSTRUCTION BUSINESS:** Indicate below the name(s) and address(s) of any "other construction business" which meets all of the criteria specified in (2) and (3) above.

Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip
Name of Other Construction Business	Street or P.O. Box, City, State and Zip

**I HEREBY STATE UNDER PENALTY OF PERJURY THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND ACCURATE ACCORDING TO MY KNOWLEDGE AND BELIEF.**

Print Name of Authorized Officer	Signature of Authorized Officer
Title of Authorized Officer	This _____ day of _____, <b>20</b>

Name of Corporation, Limited Liability Company, Partnership or Sole Proprietorship
Address (Include Street or P.O. Box, City, State and Zip)

The statutory authority for the use of this form is prescribed in s. 66 and 103, Stats. The use of this form is mandatory. The Penalty for failing to complete this form is prescribed in s. 103, Stats.



**AFFIDAVIT OF ORGANIZATION AND AUTHORITY**

I, \_\_\_\_\_ being first duly sworn on oath certify that

\_\_\_\_\_  
(Name of corporation, limited liability company, partnership or person submitting bid)

Bidder on the attached Proposal, is organized as indicated below; that I have examined and carefully prepared this Proposal from the Specifications and have checked the same in detail before submitting this Proposal; that all statements made herein are made on behalf of such Bidder and that I have full authority to make such statements and submit this Proposal in (its) (their) behalf; and that the said statements are true and correct.

**Bidder is (fill out applicable paragraph):**

**A Corporation** organized and existing under the laws of the State of \_\_\_\_\_, and its President is \_\_\_\_\_, and its Secretary is \_\_\_\_\_, and it does/does not have a corporate seal.

The \_\_\_\_\_ is authorized to sign construction Contracts and Bids  
(Officer or authorized agent)  
for the company by action of its Board of Directors taken: \_\_\_\_\_, a certified copy of which is attached hereto. (Strike out this last sentence if the Proposal is signed by the President and Secretary.)

**A Partnership** consisting of \_\_\_\_\_ and \_\_\_\_\_, partners doing business under the name of \_\_\_\_\_.

**A Limited Liability Company** organized and existing under the laws of the State of \_\_\_\_\_, \_\_\_\_\_, a managing member, is authorized to sign Contracts and Bids for the Company.

**An Individual** operating under the trade name of \_\_\_\_\_.

Signature \_\_\_\_\_  
\_\_\_\_\_  
(Title, if any)  
\_\_\_\_\_  
(Bidders address)  
\_\_\_\_\_  
(Telephone)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Notary Public,  
\_\_\_\_\_ County, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(This Affidavit must be attached to and filed with the Bid Proposal.)

**CONTRACT**

**THIS CONTRACT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the "**CONTRACTOR**" and the **Village of Somers**, hereinafter called the "**OWNER**".

**WITNESSETH:** That the **CONTRACTOR** and the **OWNER** for the consideration stated herein agree as follows:

**ARTICLE I, SCOPE OF WORK** - The **CONTRACTOR** shall perform all Work required and shall provide and furnish all the labor, materials and necessary tools, expendable equipment and all utility and transportation services required for the Village of Somers 2018 Paving Project(s), all in strict accordance with the Specifications, including all Addenda, if any, and in strict accordance with the **CONTRACTOR'S** Proposal dated \_\_\_\_\_ 20\_\_\_\_, and all other Contract Documents, which, together with the Specifications are made a part of this Contract, and the **CONTRACTOR** shall do every thing that is required by this Contract and all other documents constituting a part thereof.

**ARTICLE II, CONTRACT TIME OF COMPLETION** - The **CONTRACTOR** hereby covenants and agrees with the **OWNER** that Work under this Contract will commence within 10 calendar days after the notice to proceed is issued and will be completed within \_\_\_\_\_ calendar days thereafter. The **CONTRACTOR** further agrees to pay the **OWNER** a sum of \_\_\_\_\_ for each consecutive day thereafter in which work has not been completed.

**ARTICLE III, CONTRACT PRICE** - The **OWNER** shall pay the **CONTRACTOR** for the performance of this Contract, subject to any additions or deductions provided for herein, and in accordance with unit prices where set forth in the Proposal, applied to the final measurement of the completed construction, in current funds, the Contract Price as follows:

-----

**13<sup>th</sup> Street & 95<sup>th</sup> Avenue & 12<sup>th</sup> Place Base Proposal** (written):

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents.

\$ \_\_\_\_\_

-----

**NET CONTRACT PRICE**    \$ \_\_\_\_\_

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed in 3 original counterparts on the day and year first above written.

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

(SEAL)

\_\_\_\_\_  
(OWNER)

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

Approved as to form and execution: \_\_\_\_\_  
Attorney for OWNER

Provisions have been made to pay for the liability that will accrue under this Contract.

\_\_\_\_\_  
Clerk/Treasurer or Authorized Official

**CONTRACTOR ' S PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_

\_\_\_\_\_

as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (written), (\$ \_\_\_\_\_ ), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_, 20\_\_\_\_

,  
entered into a Contract with OWNER for \_\_\_\_\_

\_\_\_\_\_

in accordance with drawings and specifications prepared by the Village of Somers, Somers, Wisconsin, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of one (1) year following the completion of the Work under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument in 3 original counterparts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the names and corporate seal of each corporate parting hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Attorney in Fact)

Approved by OWNER:

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

NOTE: The Bond must be approved and the approval dated in every case. The title of the person signing must be indicated. Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.

**CONTRACTOR'S PAYMENT BOND**

(PUBLIC IMPROVEMENT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_

a Surety Company, as Surety, hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter provided, in the amount of

\_\_\_\_\_ Dollars (written),

(\$\_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ 20\_\_\_\_

,  
entered into a Contract with OWNER for \_\_\_\_\_

\_\_\_\_\_

in accordance with drawings and specifications prepared by the Village of Somers, Somers, Wisconsin, which Contract is by reference made a part hereof and is required by Section 779.14, Wisconsin Statutes, to contain in substance the following provisions:

CONTRACTOR shall pay all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, including, without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for workmen's compensation insurance and contributions for unemployment compensation.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, as required by Section 779.14, Wisconsin Statutes, is such that, if Principal shall faithfully perform the said Contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract, to be used or consumed in making the public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) No assignment, modification or change of the Contract, or change in the Work covered thereby, or any extension of time for completion of the Contract shall release the Sureties on the bond.
- 2) Not later than one year after the completion of Work under the Contract, any party in interest may maintain an action in his own name against the Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his Subcontractors. If the amount realized on this bond is insufficient to satisfy all

claims of the parties in full, it shall be distributed among the parties pro rata.



IN WITNESS WHEREOF, the above-bounden parties have executed this instrument in 3 (three) original counter parts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_

By:

\_\_\_\_\_

(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_

(Attorney in Fact)

Approved by OWNER:

\_\_\_\_\_

By:

\_\_\_\_\_

Date

(Title)

NOTE: The Bond must be approved in the case of the State by the State Official authorized to enter into such Contract, of a County by its District Attorney, of a City by its Mayor, of a Village by its President, of a Village by its Chairman, of a School District by the Director or President and of any other Public Board or body by the presiding officer thereof.

## WORK CHANGE DIRECTIVE INSTRUCTIONS

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### A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

### B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Contractor initiates the form, including a description of the items involved and attachments. Based on conversations between Owner and Contractor, Owner completes the following:

#### METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE:

Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Contractor has completed and signed the form, all copies should be sent to Owner for authorization. Once authorized by Owner, a copy should be sent to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

**THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.**

WORK CHANGE DIRECTIVE

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Project: \_\_\_\_\_

You are directed to proceed promptly with the following change(s): \_\_\_\_\_

Description: \_\_\_\_\_

Purpose of Work Change Directive: \_\_\_\_\_

Attachments: (List documents supporting change) \_\_\_\_\_

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

**Method of determining change in Contract Price:**

- Unit Prices
- Lump Sum
- Cost of the Work

Estimated increase (decrease) in Contract Price:  
\$ \_\_\_\_\_

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: \_\_\_\_\_ days

Ready for final payment: \_\_\_\_\_ days

REQUESTED BY CONTRACTOR:

AUTHORIZED BY OWNER:

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

\_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CHANGE ORDER INSTRUCTIONS

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### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

### B. COMPLETING THE CHANGE ORDER FORM

Contractor normally initiates the form, including a description of the changes involved and attachments, based upon original agreement with Owner.

Once Contractor has completed and signed the form, all copies should be sent to Owner for approval. After approval, Owner shall make distribution of executed copies.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**CHANGE ORDER**

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Project: \_\_\_\_\_

You are directed to make the following change(s) in the Contract Documents: \_\_\_\_\_

Description: \_\_\_\_\_

Reason for Change Order: \_\_\_\_\_

Attachments: (List documents supporting change) \_\_\_\_\_

<b>CHANGE IN CONTRACT PRICE</b>
Original Contract Price \$ _____
Net increase (decrease) from previous Change Orders No. _____ to _____: \$ _____
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

<b>CHANGE IN CONTRACT TIMES</b>
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. _____ to _____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

REQUESTED BY CONTRACTOR:

AUTHORIZED BY OWNER:

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

\_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



