

## **OFFICIAL NOTICE**

### **NOTICE OF ASPHALT PAVING CONTRACTORS**

Notice is hereby given that sealed proposals will be received by the Village Clerk of Elm Grove, Wisconsin, until **Tuesday, August 6<sup>th</sup>, 2019 at 10:00 a.m.** at which time bids will be publicly opened.

Furnish and Machine Laying of Bituminous Concrete Surfacing, Wedging, and Pulverizing and Shaping on various streets within the Village of Elm Grove.

The Village of Elm Grove reserves the right to reject any or all bids and to accept the bid or bids which best serve the interest of the Village of Elm Grove and to waive any informality in bidding.

Bid and Specification forms can be picked up at the Elm Grove Village Hall, 13600 Juneau Blvd, Monday through Friday, 8:00 a.m. to 4:30 p.m. beginning **July 23<sup>rd</sup>, 2019** or a request via e-mail can be sent to the Director of Public Works at [rpauljr@elmgrove.wi.org](mailto:rpauljr@elmgrove.wi.org).

**This is an LRIP Project**

Mary S. Stredni  
Village Clerk  
Elm Grove, Wisconsin

**OFFICIAL NOTICE  
TO ASPHALT PAVING CONTRACTORS  
ADVERTISEMENT FOR BIDS VILLAGE OF ELM GROVE**

**OWNER:** Sealed bids will be received by the Village of Elm Grove, Wisconsin at the Village Hall, 13600 Juneau Boulevard, Elm Grove, Wisconsin, no later than 10:00 a.m., Central Standard Time, on **Tuesday, August 6<sup>th</sup>, 2019** for the following described project:

**PROJECT:** Furnish and Machine Laying approximately **1500** tons of Bituminous Concrete Surfacing and Wedging on various streets within the Village of Elm Grove, and shall consist of furnishing and applying a plant mixed bituminous pavement on the Village streets of the Village of Elm Grove for the calendar year in accordance with the requirements of the Director of Public Works.

**DOCUMENTS:** Plans and/or specifications may be obtained at the Village Hall. NO DEPOSIT will be required. Any interested party desiring these documents by mail shall submit a non-returnable check for \$5.00 to cover handling and mailing charges. Specifications will be available **July 23<sup>rd</sup>, 2019**. **E-mail is also an option for conveyance.**

**PROPOSALS:** Proof of responsibility questionnaires and proposal form furnished by the Village shall be properly executed by the bidder. Bids shall be accompanied by a Bond or Certified check payable to the Village of Elm Grove equal to 5% of the bid. The successful bidder's failure to execute the contract and furnish the performance bond within 10 days after the award shall cause the Check or Bid Bond to be forfeited to the Village as liquidated damages. Section 62.15(3). Wisconsin Statutes. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Village Clerk prior to receiving payments on the project. All waivers of lien shall be as required by the Village Manager. All proposals shall remain firm and may not be withdrawn for a period of 60 days after the opening date.

**ACCEPTANCE OF BID:** The Village of Elm Grove reserves the right to reject any or all bids and to accept the bid or bids which best serve the interest of the Village of Elm Grove and to waive any informalities in bidding.

The Village of Elm Grove reserves the right to accept all or part of each bid submitted.

**TAXES** The Village is exempt from federal excise taxes and transportation taxes. Executed exemption certificates will be furnished.

**SUPERVISION:** All work shall be under the direct control of the Director of Public Works.



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**INSURANCE:** The successful bidder shall supply the Village of Elm Grove with fully executed certificates of Workmen's Compensation and Public Liability insurance in amounts and form acceptable to the Village.

**WORK TO BEGIN:** Work as proposed shall begin 10 days after notification or as arranged mutually by the Director of Public Works and the successful bidder.

**WORK TO BE COMPLETED:** Work shall be completed within sixty days after notification or as arranged mutually by the Director of Public Works and successful bidder.

David DeAngelis  
Village Manager  
Elm Grove, WI

**1.01** These instructions supplement those of the Advertisement for Bids and the proposal form, all of which shall be carefully followed by the bidder in preparing his proposal.

**1.02** **DESCRIPTION OF THE WORK**

The work is known officially as ***“The Village of Elm Grove 2019 Road Resurfacing Project - Victoria Circle North & South”*** and shall consist of the furnishing and applying of a plant mixed bituminous pavement on the Village streets of the Village of Elm Grove, in accordance with the requirements of the Director of Public Works.

The thickness and width of asphalt will vary for each street. The location of application and whether a street requires milling or pulverizing will be determined by the Director of Public Works. A preliminary map of streets to be resurfaced as part of this project is included.

**1.03** **EXAMINATION OF THE SITE AND CONTRACT DOCUMENTS**

The bidder is required to examine carefully the site of the work, the proposal, plans, specifications, advertisement for bids, bond, wage scale, these instructions, and any other contract documents for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to all the conditions, contingencies, provisions and requirements of the contract documents.

**1.04** **INTERPRETATION OF CONTRACT DOCUMENTS**

Should any question arise concerning the true meaning of any part of the contract documents, the bidder may submit to the Director of Public Works a written request for an interpretation thereof and so requested will be made in the form of an addendum, and either mailed or delivered to all bidders who may later receive contract documents. Any addenda issued during the time of bidding shall be included with the proposal and will become a part of the final contract.

**1.05 PROPOSALS**

- A. The bidder must submit their proposal on the forms furnished and here unto attached. The bidder shall specify unit prices for each of the separate items called for in the proposal form and the gross sum for which they will perform all the work specified. All writing shall be done in ink.
- B. Proposals which are not signed by the individuals making them shall have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person to whom it is signed.

Proposals which are signed for a partnership shall be signed by all of the partners, or by an attorney-in-fact. If signed by an attorney-in-fact there shall be attached to the proposal a power of attorney evidencing authority to sign the same, executed by all the partners.

Proposals which are signed for a corporation shall have the corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word. "By \_\_\_\_\_." The corporate seal shall also be affixed or a statement attached that the corporation has no seal.

**C. PROPOSAL GUARANTY**

The requirements of Section 62.15(2) of the Wisconsin Statutes must be followed by furnishing with such proposal the certified check or bid bond called for in the advertisement. The bid deposit for all depositors except the three lowest bidders will be returned five days after opening the bids. The bid deposit of the three lowest bidders will be returned after the award of the contract and the vouchers for the return of the deposits have been approved.

**D. ENVELOPES**

The complete contract document (containing the proposal, the proposal guaranty and the qualifications questionnaire where required), shall be placed in a sealed envelope so marked as to indicate the contract number or description of the work to which it applies and the name of the bidder. Proposals will be received at the place designated in the official notice until the hour and the date set for the opening thereof.

**1.06 BIDDER'S QUALIFICATIONS**

On all projects estimated to cost in excess of \$15,000.00 the Village of Elm Grove, requires bidders to fill in and submit with their proposal, a sworn questionnaire designed to aid the Village in judging the reliability, competency and general responsibility of the bidder. If the advertisement for bids stated that such questionnaire is required, the same must be obtained when obtaining a proposal form. The questionnaire is in three parts (financial statement, list of available equipment, experience record), all of which must be filled out and executed properly as indicated therein. The financial statement must be prepared and certified by a licensed public accountant. Failure to submit such questionnaire and properly complete and execute the same may result in a judgment by the Village of Elm Grove that the Bidder is incompetent or unreliable to perform the work, which when reported to the Village of Elm Grove, may result in the award of the contract to the next lowest responsible bidder.

**1.07 INTERPRETATION OF ESTIMATES**

The estimated quantities listed in the proposal blanks, although stated with as much accuracy as is possible in advance, are only approximate and are given merely for the purpose of comparing bids. The quantities on which payment will be made to the contractor are to be determined by measurements of work actually performed by the contractor as specified in the contract.

Bidders must determine for themselves the quantities of work that will be required, by such means as they may prefer, and shall assume all risks as to variations of the quantities of the different classes of work actually performed under the contract.

Bidders shall not at any time after the submission of their proposal dispute or complain of the aforesaid schedule of quantities or assert that there was any misunderstanding in regard to the amount of character of the work to be done, and shall not make any claim for damages or loss of profits because of a difference between the quantities of work for a comparison of bids and the quantities of work actually performed. The Village of Elm Grove reserves the right to increase or decrease quantities or omit items in accordance with the provision of the general conditions.

**1.08 OMMISSIONS AND DISCREPANCIES**

Should the bidder find discrepancies or omissions in the drawings or other contract documents, or should be in doubt as to their meaning; they should at once notify the Director of Public Works who may send a written instruction to all bidders.

**1.09 SUBCONTRACTORS AND EQUIPMENT SUPPLIES**

The contractor shall at the time of making their proposal and as part of their proposal, submit a list of all the subcontractors and equipment suppliers with whom they propose to contract and the class of work or equipment to be performed or furnished by each. Such list shall not be added to nor altered without the written consent of the municipality. If no subcontractor is listed, it will be assumed that the contractor will perform the work themselves.

If the contractor should desire to subcontract a portion of the work after they have submitted their proposal, they must prepare a written statement giving the name and address of the subcontractor and the nature of the work they are to perform, and submit it to the Village of Elm Grove. The Village of Elm Grove reserves the right to approve any and all subcontractors and no subcontractor shall be allowed to do work unless they were listed in the contractor's proposal or in a subsequent written statement to the Village of Elm Grove.

If the contractor sublets the whole or any part of the work to be done under the contract, they shall not under any circumstances be relieved of their liabilities and obligations. All transactions of the Village of Elm Grove shall be with the contractor: subcontractors shall be recognized only in such capacity.

**1.10 WITHDRAWAL OF BIDS**

Any bidder may withdraw their bid at any time prior to the scheduled time for the receipt of bids, but may not again bid on this project unless it is re-advertised. Errors discovered in proposals after they are opened may be corrected as provided in Section 66.29(5) of the Wisconsin Statutes.

**1.11 DETERMINATION OF LOW BID**

Before any contract is awarded the bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work, together with samples, which may be subject to tests, provided for in the contract documents, to determine their quality and fitness for the work.

Proposals will be compared on the basis of the summation of the products of the items or work listed and the unit prices offered. In case of discrepancy between the gross sum shown on the proposal and that obtained by adding the product of the quantities of the work and the unit prices, the unit prices shall govern, and any errors found in said products shall be corrected.

**1.12 REJECTION OF PROPOSALS**

The Village of Elm Grove reserves and has the right to reject any and all proposals. Proposal may be reject for any of the following reasons, the same being listed as a warning to bidders and with no intent of limiting the rejection power of the Village of Elm Grove to such list.

- A. Omissions, erasures, alternations of form, additions not called for, conditional or alternate bids unless called for, incomplete bids, or irregularities of any kind.
- B. Not being responsive to any provision of the contract document.
- C. Unbalanced proposals in which unit prices for some items are out of proportion to unit prices for other items.
- D. Failure to furnish check or bid bond, or to furnish proof of responsibility questionnaire.
- E. Failure to submit a unit price for each item of work listed in the proposal form.
- F. Submitting more than a single proposal under the same or different names or form related firms, corporation, or individuals.
- G. Fraudulent, collusive, or excessive bids.

**1.13 REJECTION OF PROPOSALS – Continued**

- H. Lack of competency, reliability or general responsibility as revealed by the financial statement or equipment and experience questionnaire or by unsatisfactory performance record in past work for this or other municipalities or private owners or otherwise.

**1.14 AWARD OF CONTRACT**

- A. All proposals must remain firm and may not be withdrawn for the period stated in the advertisement.
- B. The contract shall be deemed awarded when a written notice of award is delivered to the address of the bidder given in the proposal affidavit.

**1.15 EXECUTION OF CONTRACT**

Within then (10) days after being awarded the contract, the successful bidder must cause to be executed and filed in triplicate, a PERFORMANCE BOND. The Bond shall be for 100% of the contract price and shall be issued by a Surety Company licensed to do business in the State of Wisconsin.

The Village of Elm Grove reserves the right to approve, although not to specify the Surety. Failure to so execute the BOND as above provided is sufficient cause for the annulment of the award and the forfeiture of the check or bid bond guaranteeing the proposal to the Village not as a penalty but as liquidated damages as provided by Section 62.15(3) of the Wisconsin Statutes.

**PROPOSAL OF:**

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(Corporate firms name or name under which individual bidder does business.)

**FOR:** The construction of a plant mixed bituminous pavement in connection with the Village of Elm Grove Resurfacing Program.

**NOTE:** Any conditions or qualification added to this proposal form by the bidder may result in rejection of the same as not responsible to the advertisement and instructions to bidders.

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**TO:** Village of Elm Grove  
13600 Juneau Blvd.  
Elm Grove, WI 53122 – 0906

To Village Staff:

We have examined the location conditions affecting the work, all the contract documents on file at the Village of Elm Grove, including the advertisement, instructions to bidders, this proposal form, wage scale, the general conditions, the special conditions, the performance bond form, the specifications, plans, drawings and all addenda and exhibits for the above described project, and also the site of the work, and hereby propose and agree:

**2.01 UNIT BID PRICES**

To furnish all labor, materials, tools, equipment, utility and transportation services, insurance and everything necessary to perform and complete in a workmanlike manner the installation of plant mix bituminous pavement in accordance with the plans and specifications prepared by the Village of Elm Grove and with the requirements of the other contract documents, at the Unit Prices stated in the following schedule:

<b>BID A</b>				
<b>VILLAGE OF ELM GROVE ROAD RESURFACING</b>				
<b>SCHEDULE OF PRICES</b>				
ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	EXTENDED TOTALS
1.	Furnish and place (9.5 mm "surface) bituminous concrete pavement. <b>5 LT 58-28 S</b>	TONS  473	<u>Per Ton</u>	
2.	Furnish and place (19.0 mm binder) bituminous concrete pavement <b>3 LT 58-28 S</b>	TONS  1102	<u>Per Ton</u>	
3.	Driveway approaches Furnish and place (9.5 mm "surface) bituminous concrete pavement. <b>5 LT 58-28 S</b>	TONS  109	<u>Per Ton</u>	
3.	Milling and Profiling of Streets <b>Pulverizing</b>	SQ. YDS 5882	<u>Per Sq. Yd</u>	
4.	Remove/Dispose of poor soils Install new base course <b>Undercutting as needed</b>	As needed  100	<u>Per Ton.</u>	
5.	Removal of any additional pulverized material as needed Hauled off site	As needed  100	<u>Per ton</u>	
			<b><u>TOTAL</u></b>	

This bidder understands the quantities listed in the schedule are approximate estimates only, and that the actual amounts required may be more or less and proposes to do the work and to furnish such actual amounts as increased or decreased in accordance with the General Conditions and Special Conditions at the UNIT PRICES stated.

Bid will be awarded on the total aggregate price, not on individual unit costs.

**2.02 EXTRA WORK**

To do any and all extra work, as defined in the General Conditions, which may be ordered by the Director of Public Works, and to accept as full compensation therefore such prices as are determined pursuant to the provision of the General Conditions.

**2.03 SIGN CONTRACT**

To execute and furnish the Performance Bond within ten (10) days after notice of the award of the contract.

Accompanying this Proposal is a

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(Bid Bond, Certified Check)

in the amount of \$ \_\_\_\_\_

(5% of Base Bid or Unit Price times total quantities estimated), which is tendered in accordance with and under the terms set forth in the Advertisement for Bids.

**2.04 COMPLETION**

To begin the above described work on the date specified in the “Notice to Proceed”, and to complete the same within the number of calendar days specified in the proposal.

**2.05            SUBCONTRACTOR LISTING**

To employ the following listed subcontractors for the following enumerated classes of work and not to alter or add to such list with the written consent of the Village of Elm Grove.

<b><u>CLASS OF WORK</u></b>	<b><u>SUBCONTRACTOR</u></b>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

IN WITNESS WHEREOF, this proposal is executed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(NOTE: Attached any necessary Power of Attorney as required by Instruction to Bidders.)

1. INDIVIDUAL  
IN PRESENCE OF:

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

\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

2. PARTNERSHIP (Association)  
IN PRESENCE OF:

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

\_\_\_\_\_  
Firm Name

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

\_\_\_\_\_  
Name

3. CORPORATION  
IN PRESENCE OF:

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

\_\_\_\_\_  
Corporation Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

NOTE: This proposal is not complete and will be rejected unless the following affidavit is furnished.

**2.06      AFFIDAVIT OR ORGANIZATION AND AUTHORITY**

**STATE OF WISCONSIN**

\_\_\_\_\_ being duly sworn on oath, deposes and says that:

(a)      **SOLE TRADER**

He/she is the individual making the foregoing proposal and makes all statements on his/her own behalf; that he/she is a sole trader doing business under the name of

\_\_\_\_\_ at

\_\_\_\_\_,      \_\_\_\_\_  
(Street)      (City)

\_\_\_\_\_,      \_\_\_\_\_  
(Street)      (Zip Code)

(b)      **PARTNERSHIP**

He/she is an (employee) (member) of the partnership or association making the foregoing proposal, the correct business name and address of which is:

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

That the names of the members of such partnership or association are:  
(Attach list if necessary)

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

That he/she submits the foregoing proposal and makes all statements therein on behalf of said partnership or association and has full authority so to do.

(c)      **CORPORATION**

He/she is an (employee) (officer) to wit: the \_\_\_\_\_  
of the corporation making the foregoing proposal, the correct name and principal  
business address of which is:

\_\_\_\_\_

That said corporation is organized and exists under the laws of the State of \_\_\_\_\_ and is duly authorized and licensed to transact business in the State of Wisconsin; that he/she submits the foregoing proposal and makes all statements therein on behalf of said corporation and has full authority so to do.

He/she has examined and carefully prepared the foregoing proposal form, the plans and specifications and the other contract documents and has checked the same in detail before submitting said proposal to the Village, and that the statements contained therein are true and correct; and he/she incorporated and makes a part of said proposal this sworn statement as required by Section 66.29(7) of the Wisconsin Statutes.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)                      (County-State)

My commission Expires: \_\_\_\_\_

NOTE:            This affidavit must be made by an individual who shall be the sole trader making the bid; if the bidder is a firm or corporation, a person duly authorized.

The Village of Elm Grove Road Resurfacing

- 3.01 Standard Specifications
- 3.02 Contractor Qualifications
- 3.03 Traffic Control
- 3.04 Source of Supply of Material and Testing
- 3.05 Milling Asphaltic Pavement
- 3.06 Intersection Surfacing
- 3.07 Leveling courses
- 3.08 Composition of Bituminous Concrete Materials
- 3.09 Tack Coat
- 3.10 Use of Reclaimed Asphalt Pavement
- 3.11 Construction Procedures
- 3.12 Basis of Payment
- 3.13 Payment
- 3.14 Project Schedule
- 3.15 2017 Paving Program Schedule

**3.01 STANDARD SPECIFICATIONS**

All work and materials supplied under this proposal shall conform to the State of Wisconsin Department of Transportation Standard Specifications for Road and Bridge Construction, 1996 Edition and all subsequent revisions and supplementary specifications. The special conditions in this section shall take precedence over the above mentioned specifications.

**3.02 CONTRACTOR QUALIFICATIONS**

All contractors must meet the following requirements in order to bid: The owner reserves the right to reject the bid if the owner determines the contractor to be unqualified.

- A. Have proven experience in highway paving.
- B. Have equipment sufficient to produce, deliver and lay 150 tons of bituminous material per hour.
- C. Paving machines shall be equipped with automatic leveling devices in working order.
- D. Paving machines shall have sufficient power, when paving widths of up to 16 feet to maintain paving speed, alignment and grade.
- E. Contractor shall have adequate trucks to assure continuous paving operations.
- F. Experienced operators are required on all equipment used in the milling, production, and laying of the bituminous material.
- G. The contractor shall provide adequate trucks and paving equipment to assure a continuous paving operation and avoid frequent delays.

**3.03 TRAFFIC CONTROL**

The contractor will be responsible for all traffic control, including furnishing and maintaining all signs, flags, flag-persons, barricades and lights where required, to protect the safety of the traveling public, all in accordance with the Federal Highway Administration Manual on Uniform Traffic Control Devices and its supplements. All work will be done under traffic unless otherwise allowed by the owner.

**3.04 SOURCE OF SUPPLY OF MATERIAL AND TESTING**

The source of supply and quality of materials or products shall be subject to the approval of the Director of Public Works before delivery is started.

For each 1500 tons of bituminous concrete pavement paved, the Contractor shall supply the Director of Public Works with a copy of tests of aggregates and bituminous materials made by an acceptable testing laboratory. A copy of the test results shall include a sieve analysis on the aggregate, an extraction test and an asphalt liquid test. The tests shall be taken between one-third and three-fourths of the 1500 ton lot.

The Director of Public Works reserves the right to designate the location of tests.

All testing is at the Contractor's expense and should be included in the bituminous concrete bid item.

**3.05 MILLING ASPHALTIC PAVEMENT**

Some streets, but not all streets, shall be milled prior to paving to remove poor asphalt and obtain a uniform transverse slope of between 1.5% to 2.5% (2% being ideal) across the pavement. The work shall consist of removing and disposing of the existing asphalt pavement by milling at the location and depth designated by the Director of Public Works.

Construction methods shall conform to Section 410.6.2 of the D.O.T. Specifications. Methods of measurement shall be by the square yard and shall include the cost of milling around manholes and other structures, sweeping, clean-up, butt joints, disposal and all other items necessary in the milling operation.

**3.15 MILLING ASPHALTIC PAVEMENT – Continued**

The Contractor shall coordinate his paving operation and milling operation so that no more than two weeks are allowed to pass before the street is paved.

The Contractor shall be responsible for the maintenance and barricading of streets that are milled until the surface course is placed.

**a. Pulverizing and Shaping**

Streets to be pulverized will be indicated on the plan. The existing asphalt surface shall be pulverized, using an approved pulverizing machine, to the depth of the existing asphalt pavement (maximum depth of 8"). If the depth of the pavement is unknown, extreme care shall be taken to prevent penetration into the sub grade of the roadway. The existing asphalt pavement shall be pulverized to its original particle size with 95% passing the 1-1/2" sieve. Pieces larger than 1-1/2" shall be broken apart by hand and incorporated into the work or removed from the site. Should these requirements not be met after one pass of the pulverizing equipment, additional passes, as necessary, shall be made at no additional cost. If the Village feels it is necessary for portions of the pulverizing material to be removed due to its size, the cost shall be borne by the contractor.

The roadway shall be shaped and mechanically compacted after it is pulverized to allow an ideal cross slope of .02'/ft. Compaction shall proceed with the necessary passes until approved by the Inspector. Water may be added to aid in the compaction. (Compaction shall be done using a vibratory sheepsfoot roller when the material pulverized is greater than 4" deep).

The contractor shall be aware that line and grade stakes will not be set by the Village. The contractor shall be responsible to provide a grader operator who is experienced enough to grade said pulverized material to provide a 2% cross-slope on the roadway and alleviate any obvious low spots. The grading equipment shall be equipped with a level or slope meter. The Village Inspector will verify the cross-slope and ride quality of the roadway within a 24 hour period excluding Sunday and Holidays. If deficiencies are found, the Contractor shall regrade said area at their cost unless it is found the Village did not expeditiously check the grade.

At least three working days shall be allotted between the completion of the pulverizing/grading operation for the entire length of the roadway and the start of the paving operation to allow the Inspector to check the roadway. If sufficient time is not allocated and pavement failures occur, the Contractor shall repair any failures or paving discrepancies at their cost.

**3. Pulverizing and Shaping Continued .**

Pulverizing and shaping will be paid for by the contract unit price per square yard and shall include pulverizing, mixing, shaping, compacting, butt joints and clean-up.

**3.06 INTERSECTION SURFACING**

Road intersections, driveway approaches and intersection approaches shall be surfaced as required by the Village at no extra charge other than the contract price for Bituminous Concrete Pavement.”

**3.07 LEVELING COURSES**

At those locations designated by the Village, a leveling course shall be laid prior to the resurfacing operation. No guarantee will be made as to the number or length of course for each road. Material used for leveling courses shall be paid for at the contract price for “Bituminous Concrete Pavement.”

**3.08 COMPOSITION OF BITUMINOUS CONCRETE MATERIALS**

Aggregate gradation for wedges, leveling courses and surface course shall be laid prior to the resurfacing operation. No guarantee will be made as to the number or length of course for each road. Material used for leveling courses shall be paid for at the contract price for “Bituminous Concrete Pavement.”

**3.09 TACK COAT**

An asphalt tack coat shall be applied to all existing paved surfaces, using a CSS-1 or other emulsified asphalt conforming to Section 402 of the D.O. T. Specifications. The surfaces of structures, vertical faces of existing pavements and other surfaces in actual contact with asphalt mixes shall be painted with a thin, complete coating of tack coat to provide a closely bonded, watertight joint. When an adjoining lane or abutting intersection is not placed the same day, the vertical edge shall receive tack coat before the adjacent asphalt is placed. The tack coat shall be applied at the rate of .05 to .15 gallons per square yard. Cost of the tack coat shall be included in the unit price for bituminous surface course.

### **3.10 USE OF RECLAIMED ASPHALT PAVEMENT**

If the Contractor has a supply of reclaimed asphalt pavement and has a current analysis of this supply, which indicates the average percentage of asphalt cement and the average gradation of the aggregate, he may use a portion of this reclaimed material as a substitute for that some portion of virgin material in the production of asphalt surface course for pavement on the project.

It is understood that the resulting paving mix must meet the same requirements governing Virgin Mixes as specified in Section 401,405,and 410 of the D.O.T Standard Specifications.

### **3.11 CONSTRUCTION PROCEDURES**

- A. Sweeping and Tack Coat – Final sweeping shall be done by the Contractor in all areas immediately prior to placing the asphalt. All streets shall receive a coating of tack coat just prior to the asphalt overlay.
- B. Resurfacing – The thickness of the bituminous concrete pavement will vary on each street. Pavement thickness shall be as follows:
  - 1. Overlay – On streets receiving an overlay the width and thickness of surface shall be determined by the Village for each particular site: however, it should be understood that a majority of the resurfacing will be laid to a thickness of 1 ½ inches, plus or minus.
  - 2. Paving will not be allowed to begin until the Director of Public Works is in receipt of said mix designs. Mix designs from previous years will not be allowed.

### **3.12 BASIS OF PAYMENT**

- A. Bituminous concrete pavement will be measured and paid by the ton. Payment will be made for 1 ½ ” (Surface) and shall include the cost of sweeping, traffic control and all other incidentals not mentioned as being paid as a bid item but are a necessary part of the paving project. Payment will be made only for the supplied material accompanied by a ticket containing the following:

**3.12 BASIS OF PAYMENT – Continued**

1. Ticket number, date and time
1. Name of Plant
2. Type of material
3. Asphalt gradation
4. Gross and net weights

A copy of the tickets shall be given to the inspector. Load tickets must be from a certified scale. The Director reserves the right to direct and re-weigh any material delivered on a certified scale at the Contractor's expense.

- B. Milling will be paid by the square yard milled. Payment shall be based on actual measurements as taken by the Village Inspector and verified by the Director. The cost of milling around manholes, clean-up, barricading and other items necessary for the milling operation shall be included in the bid price for Milling. Where the Contractor is required to make more than one pass, he will be paid for the additional area accordingly.
- C. Pulverizing will be paid by the square yard pulverized. Payment shall be based on actual measurements as taken by the Village Inspector and verified by the Director. Pulverizing and shaping will be paid for by the contract unit price per square yard and shall include pulverizing, mixing, shaping, compacting, butt joints and clean- up.

**3.13 PAYMENT**

Partial payments may be made no sooner than monthly by the owner as the work proceeds. Final payment will be withheld until all test results have been received and final acceptance is made by the owner, and a Wage Rate Compliance Affidavit is filed with the Village.

**3.14 PROJECT SCHEDULE**

Award of the project will be made around June 26<sup>th</sup>, 2017. The Village will send a notice to proceed sometime thereafter. The Director of Public Works reserves the

**3.14 Project Schedule Continued**

right to specify the order and time at which each location is to be surfaced. A list of street tons resurfaced included in this Section (3.15). The Village will give the Contractor a ten (10) day notice to proceed but in no event shall the Contractor delay completing work beyond. Village will need to perform some stormwater and sanitary work. WE Energies will also be upgrading services. Projected start time for paving contractor will likely be late summer to early fall. Not to be performed past **October 15<sup>th</sup>, 2019**. Any schedule issues should be discussed with Director of Public Works for approval.

**3.15 Paving Program Schedule**

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Activity</b>
Victoria Circle South	Highland Dr	Victoria Circle North	Pulverize/Grade
			Pave 3.5" Binder
			Pave 1.5" Surface
			Pave 4" Surface for Driveway Approaches
Victoria Circle North	Highland Dr	Victoria Circle South	Pulverize/Grade
			Pave 3.5" Binder
			Pave 1.5" Surface
			Pave 4" Surface for Driveway Approaches

\_\_\_\_\_, 20\_\_\_\_

TO:

Re: Submission of Prequalification Forms for the Year 2019.

To Village Staff:

Submitted herewith please find our statement for your consideration in determining whether our firm is qualified and capable to bid, perform and furnish the necessary labor, materials and skill on the basis of our work record, experience, equipment and staff as required to enter upon and complete those various types of projects indicated below as may be awarded by the municipality during the current calendar year.

It is understood that the determinations and decisions of the Municipality with regard to qualifications shall be final and further, that the information herein will be considered confidential. A finding of "qualified" for one project does not bind the municipality on other projects, and that the municipality expressly reserves the right to review and reserve its findings on later projects.

Very truly yours,

\_\_\_\_\_

Officer

\_\_\_\_\_

Firm

\_\_\_\_\_

**PREQUALIFICATION STATEMENT**

TO:

There is submitted herewith for your consideration, pursuant to Section 66.29 Wisconsin Statutes, a statement of qualifications of the undersigned to furnish the necessary labor, materials and skills required to enter upon the complete public works contract to be let by the municipality through its several departments.

1. **IDENTIFICATION**

A. Official Firm Name \_\_\_\_\_

B. Telephone No. \_\_\_\_\_

C. Address \_\_\_\_\_  
(Street) (City) (State) (Zip)

D. Number of years in business under present firm name \_\_\_\_\_

E. Classification of work which firm is seeking qualification \_\_\_\_\_  
\_\_\_\_\_

F. Please check one, two, or three:

1. Corporation \_\_\_\_\_ 2. Co-Partnership \_\_\_\_\_ 3. Individual \_\_\_\_\_

G. Principle Individuals:

(If a Corporation answer below)

(If a Co-Partnership answer below)

President \_\_\_\_\_

Name of Partner \_\_\_\_\_

Vice-Pres. \_\_\_\_\_

Name of Partner \_\_\_\_\_

Secretary \_\_\_\_\_

(If a sole trader answer below)

H. If a corporation answer below:

(1) Licenses to do business in Wisconsin, \_\_\_\_\_, 20\_\_\_\_.

- (2) When Incorporated \_\_\_\_\_
- (3) In what state \_\_\_\_\_

**2. EXPERIENCE**

A. Tabulation of major contracts which firm has completed during past five years:

Year	Class of Work Contract	Location For Whom Performed
	Amount	Name and Mailing Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Tabulation of construction experience of principal individuals in organization:

Individual's Name	Present Position of Office	Years of Experience	Class of Work
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**3. EQUIPMENT**

A. List below major pieces of equipment owned and available when needed for proposed work:

Quantity	Item	Description, Size Capacity, Etc.	Condition (Good or Fair)	Year of Service
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**4. CONTRACTUAL RESPONSIBILITY**

A. Has firm ever failed in the past ten years to complete on time work awarded to it?

(1) Date \_\_\_\_\_ (2) Owner \_\_\_\_\_

(3) Owner's Mailing Address \_\_\_\_\_

(4) Full particulars in each instance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Has any officer or partner of firm ever failed in the past ten years to complete on time a construction contract handled in his own name?

(1) Date \_\_\_\_\_ (2) Name of Office or Partner \_\_\_\_\_  
\_\_\_\_\_

(3) Owner \_\_\_\_\_

(4) Owner's Mailing Address \_\_\_\_\_  
(At that time or now-preferably now if there is a difference)

(5) Full particulars in each instance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Has any officer or partner of firm ever been an officer or partner of some other organization during the past ten years that failed to complete on time a construction contract? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If so, State:

(1) Date \_\_\_\_\_ (2) Name of Officer or Partner \_\_\_\_\_  
\_\_\_\_\_

(3) Name and Mailing address of organization \_\_\_\_\_  
\_\_\_\_\_

(Above Addresses at that time or now preferably now if there is a difference).

(4) Full particulars in each instance: \_\_\_\_\_  
\_\_\_\_\_

D. Has firm asked to be relieved from a bid submitted by it to a public awarding authority during the past ten years? \_\_\_\_\_

If so, state: (1) Date \_\_\_\_\_

(2) Owner \_\_\_\_\_

(3) Owner's Mailing Address \_\_\_\_\_

(At the time or now-preferably now if there is a difference).

(4) Full particulars in each instance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Has firm ever been charged with or convicted of a violation of any wage schedule?

If so, state: (1) Date \_\_\_\_\_

(2) Claimant \_\_\_\_\_

(3) Claimant's Address \_\_\_\_\_

(At that time of new-preferably now if there is a difference).

(4) Full particulars in each instance: \_\_\_\_\_  
\_\_\_\_\_

**5. BONDING RESPONSIBILITY**

A. (1) Names and address of bonding companies which generally execute bid and surety bonds: \_\_\_\_\_  
\_\_\_\_\_

(2) Names and addresses of all bonding companies other than those listed in A(1) above which have written bid and surety bonds during the last five (5) years: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Has any bonding company ever taken over a contract or made any payments, because of firm's failure to carry out a contract? \_\_\_\_\_

If so, State: (1) Date \_\_\_\_\_

(2) Name of Bonding Company \_\_\_\_\_

(3) Bonding Company's Address: \_\_\_\_\_

(4) Full particulars in each instance: \_\_\_\_\_  
\_\_\_\_\_

**6. CONTRACTOR'S FINANCIAL STATEMENT**

A. Itemize your current assets as of latest balance sheet date. Give Date.

B. Itemize your current liabilities as of the latest balance sheet date. Give date.

C. Who prepared each balance sheet? \_\_\_\_\_

D. Are any of your assets assigned – if so, which are assigned?  
\_\_\_\_\_

For what purpose are they assigned? \_\_\_\_\_

**7. DATA**

- A. Are you familiar with the provisions of the form of contract used by this municipality? \_\_\_\_\_
- B. With its terms and conditions? \_\_\_\_\_
- C. With its specifications? \_\_\_\_\_
- D. With the regulations of the municipality relating to bidding and awarding of contracts? \_\_\_\_\_

**8. AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, Being duly sworn, deposes and says that he is the  
\_\_\_\_\_ of the above

(official capacity)

\_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct, and that any Owner, Bonding Company, or other agency herein named is hereby authorized to supply the municipality with any information deemed necessary to verify this statement.

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

\_\_\_\_\_

Officer

My Commission Expires: \_\_\_\_\_

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