

VILLAGE OF MUKWONAGO
2019 STREET CRACK
SEALING PROJECT

Village of Mukwonago
Department of Public Works
440 River Crest Court
Mukwonago, WI 53149
(262) 363-6447

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

2019 STREET CRACK SEALING PROJECT

Village of Mukwonago

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ADVERTISEMENT FOR BIDS

2019 Street Crack Sealing Program

Village of Mukwonago
Waukesha/Walworth Counties, Wisconsin

Sealed Bids will be received by the Village of Mukwonago at 440 River Crest Court, Mukwonago, WI 53149 no later than 10:00 a.m. local time on June 6th, 2019. Bids will be publicly opened and read aloud at the above time and place.

Project involves routing roadway cracks and joints, followed by installation of prescribed crack sealing compounds.

The Project Manager for this Project is Ron Bittner, who may be contacted at Village of Mukwonago Department of Public Works, 440 River Crest Court, Mukwonago, WI 53149, (262) 363-6447, regarding the project.

All Work is included in a single prime contract.

Bidding Documents, including Drawings and Specifications, may be examined at the offices of the Village of Mukwonago.

Bid Security, bid security in the amount of not less than 5% of the bidder's maximum bid price and in the form of a bid bond, certified check or cashier's check (payable to the Village of Mukwonago) is required with the bid.

Bidding Documents, including Drawings and Specifications, may be viewed in digital (PDF) format online at the Village of Mukwonago website (<http://www.villageofmukwonago.com/business-development-2/village-of-mukwonago-development-and-projects/village-projects/>). Bidding Documents may also be picked up in person at the Village Clerk's Office, 440 River Crest Court, Mukwonago, WI 53149 if ordered beforehand. Call (262) 363-6420 Option 4 for pricing.

A Bidder's qualification statement must be delivered to the Village of Mukwonago at least 5 days before the Bid opening date.

The Village of Mukwonago reserves the right to accept the most advantageous Bid, or to reject any and all Bids. Award of Work described herein is subject to the provisions of the Wisconsin Statutes.

Village of Mukwonago

Judith Taulbert., Village Clerk-Treasurer
Phone: (262) 363-6420 Option 4
Fax: (262) 363-6425

Published: May 22, 2019
May 29, 2019

BIDDER'S QUALIFICATION STATEMENT

Submitted to
The Village of Mukwonago

The undersigned certifies, under oath, the truth and correctness of all statements and of all answers to questions made hereinafter.

NAME OF PERSON SUBMITTING STATEMENT:

NAME OF FIRM:

ADDRESS:

TELEPHONE NUMBER: _____

LOCATION OR PRINCIPAL OFFICE:

CHECK ONE:

Corporation ____ Partnership ____ Individual ____ Jt. Venture ____ Other ____

Signature

TYPE OF WORK SPECIALIZATION: _____ CONSTRUCTION

1. How many years, for the type of work specialization stated above, has your organization been in business as a Contractor?
2. How many years has your organization been in business under its present business name?
3. List five (5) previously completed crackfilling projects that have been in place for a minimum of three (3) years. Also include the name and phone number of a reference for each project listed.
4. List your street sweeping capabilities.

5. List the equipment that you plan to use for this Project.

6. How do you normally staff your projects (job-site management organization)? What is the total number of full-time employees of your firm:

7. Describe your Quality Control Program:

8. List your banking references:

9. List your bonding references:
 - a. Name and address of bonding company:

 - b. Limits of bonding capacity:

 - c. Average bond premium cost:

JOINT, CRACK CLEANING & SEALING SPECIFICATIONS

SCOPE OF WORK:

The identified streets shall have the cracks and edge joints at the curb line routed to provide a minimum sealant revisor of $\frac{3}{4}$ (3/4) inch in width by $\frac{3}{4}$ (3/4) inch in depth and then, using an air compressor with a wand attached to the end of it, blow the routed cracks out. A heat lance shall then be used to condition the pavement prior to applying sealant. All cracks shall be filled with Craftco 201 Roadsaver Sealant or equivalent and applied in a manner that meets ASTM Specifications. Products other than Crafcoc 201 Roadsaver must be approved by the Public Works Director prior to application.

The material used shall not track or the contractor shall provide material to cover the crack sealing material so that it will not track. Spot sealing will be required on areas with a concentration of small cracks. All materials, equipment and labor shall be included into the price quoted lump sum per street. The method of payment shall be lump sum per street.

Bidder's Responsibilities:

The Bidders responsibility is to visit the site(s) and measure the cracks to identify the amount per street that will be bid. Bidder is responsible to provide all traffic control, materials, equipment and laborers to perform the duties required. Submit by street the total lump sum for routing and filling to be performed. Identify and provide a detailed listing of the product to be used in the crack sealing operation.

Village's Responsibilities:

The Village will be responsible to determine that the amount submitted is accurate and that the bid is from a responsible company or corporation that has the wherewithal to perform the task assigned if they are awarded the contract for this project.

Special Considerations:

The Village reserves the right to determine the streets to be sealed from the bid list.

VILLAGE OF MUKWONAGO

GENERAL TERMS and CONDITIONS OF SERVICE

2019 Crack Sealing Project

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the Village of Mukwonago (hereinafter referred to as “Mukwonago”) and the contractor identified below (hereinafter referred to as “Contractor”). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other goods and services, collectively referred to as the “Goods” between the Village and the Contractor. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the Village and the Contractor and are not intended for the benefit of any other party.

2. Proposal. The Contractor is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary.

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Contractor agrees to install or provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with construction practices in the Milwaukee Metro area, using quality materials and products as identified in the Scope of Services.

4. Access to the Site. The Village shall provide access to the Contractor to work in and on Village property, and to provide utility services as may be agreed to the Scope of Services incorporated herein.

5. Storage of Materials. The storage of materials and storage of Contractor's equipment shall be the responsibility of the Contractor. The Village agrees to maintain access for the Contractor at the project site and to keep the project site free from obstructions and conflicting work. The Contractor shall be responsible for obtaining builders risk insurance coverage and in general, for insuring the materials and work being provided hereunder.

6. Insurance. Contractor shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the Village may establish and require from time to time. Contractor shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Contractor agrees to require that the insurer list the Village as an Additional Insured and to provide adequate evidence of said status through the liability insurance endorsement. Said coverage shall be on a primary and noncontributory basis. Contractor shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days' notice to the Village of said fact. Clauses such as that the insurer will endeavor to notify the Village are unacceptable and will be rejected.

7. Independent Contractor. The parties warrant that no employer/employee relationship is established between the Contractor and the Village by virtue of the terms of this contract. It is understood by the parties hereto that the Contractor is an independent contractor and as such, neither it nor its employees if any are employees of the Village for purposes of tax, retirement system or social security withholding.

8. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved.

9. Advertisements. Contractor shall not identify the Village as a client or customer of the Contractor, or utilize the name of the Village or its logo in any advertisements or other documents placed in the public domain without the express written consent of the Village.

10. Changes. In the event that the parties determine that a modification to the terms of the providing of these goods or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

11.

12. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

13. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

14. Limitation on Liability. The Village's liability to the Contractor shall not exceed the sums paid by the Village to the Contractor under this contract. In addition, to the extent that the Contractor seeks indemnification from the Village, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereunder shall be construed to be a waiver or estoppel of the Village of Mukwonago or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the Village of Mukwonago or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The Village's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the Village be required to indemnify the Contractor for its own negligence or intentional conduct.

15. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Contractor may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the Village. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the Village.

16. Termination of Contract. This contract may be terminated as follows:

- A. *Termination for Convenience.* Village may terminate this contract in whole or in part for the convenience of the Village when the Village determines that the continuation of the project is not in the best interests of the Village. Contractor shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Contractor be entitled to any penalty for the termination nor shall the Contractor be entitled to any payment for lost profits.
- B. *Termination for Cause.* If the Village determines that the Contractor has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the Village may give written notice to the Contractor of any such deficiency and in the event that the Contractor fails to cure said deficiency within ten (10) days of the notice of such failure, the Village may, with no further notice, declare this contract to be terminated. Contractor will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the Village by reason of the Contractor's failure to comply with the terms of the contract. Under no circumstances shall the Contractor be entitled to any lost profits arising from the contract.

17. Warranty. Contractor warrants and guarantees to Village that all materials and equipment and the work to be performed hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for one (1) year from the date of substantial completion or as provided in the Scope of Services attached hereto, whichever is greater.

18. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply.

19. Protection of the Project Site. Contractor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner so as to prevent workers and passersby from entering the project site.

20. Hold Harmless. The contractor will defend and hold harmless the Village as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Contractor's performance of the work under these Terms and Conditions and the attached Scope of Services. Said indemnification shall include the Village's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the Village's gross negligence or intentional conduct.

21. Indemnity. The Village shall not be liable for failure on the part of the Contractor or any other party performing under this contract in accordance with all applicable laws and regulations. Contractor waives any and all claims and recourse against the Village including the right of contribution for loss of damage to persons or property arising out of or growing out of any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the Village or its officers, agents or employees.

22. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the Village.

VILLAGE:
Village of Mukwonago

CONTRACTOR:

[Insert Contractor Name]

By: _____

By: _____

[Print Name & Title]

[Print Name & Title]

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 Oblige, 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 _____, 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 hereunder, 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 representatives, 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.

(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
2019 Street Crack Filling Program

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
severely, firmly by these presents.

WHEREAS, Principal has by written agreement date _____, 20__ entered into a Contract with
OWNER for _____
in accordance with drawings and specifications prepared by Director of Public Works, 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 reasons 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.

Terrorism Rider attached is included under this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument in 3 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)

(Business Address)

ATTEST:

_____ By:

(Title)

(Affix Corporate Seal)

(Surety)

(Business Address)

ATTEST:

_____ By:

(Attorney In Fact)

APPROVED BY OWNER:

By: _____
(Title)

(Date)

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 Town 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.

Village of Mukwonago

2019 Street Crack Seal Bid Sheet

Street	Section Length		Section Cost
Dewey Drive	1162		
Berry Patch Lane	475		
Applewood Circle	1003		
Macintosh Way	580		
Cider Circle	528		
Orchard View Lane	950		
Orchard View Court	370		
Gibson Street	635		
Westside Ave.	635		
Spring St. (CTH LO to Lake St.)	1162		
Lake St.	2482		
Marsh View Dr.	950		
Black Bear Blvd.	422		
Westlawn Ave. (Oldfield north to termini)	400		
River Park Circle West (River Park Circle East to 200 FT east of Crown Court)	4740		
Rainbow Court (River Park Circle East to Riverton Dr.)	2218		
Eastern Trail (River Park Circle East toward Riverton Dr.)	1430		
Wolf Run	800		
Augusta Dr.	1078		
Pinehurst Dr.	2798		
Medina Dr.	674		
Wingedfoot Dr	486		
	Total Cost		

