

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2018-18**

**ACCEPTING THE BID OF TRI-COUNTY PAVING, INC. TO PERFORM ROAD MAINTENANCE ON
PORTAGE ROAD AND AUTHORIZING A CONTRACT FOR SAME**

WHEREAS, on February 2, 2018, the Village advertised for bids to conduct road maintenance pavement restoration to sections of Portage Road; and

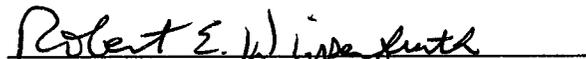
WHEREAS, the Village opened the bids on February 22, 2018 and Tri-County Paving was the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor as follows:

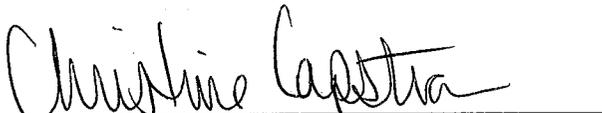
The bid of Tri-County Paving, Inc. for the above-referenced work is hereby accepted. The village president and staff are hereby authorized to enter into the attached agreement with Tri-County Paving, Inc. for the work.

The above and foregoing Resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on the 15th day of March, 2018 by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

INCORPORATED BY REFERENCE:

Agreement between the Village of Windsor and Tri-County Paving, Inc.
Advertisement for Bids posted on February 22, 2018
Tri-County Paving Bid in response to said Advertisement
The Contract documents referenced in Article 8.01 of the Agreement



Windsor

Growing Forward

Memorandum

To: Windsor Village Board

CC: Tina Butteris, Administrator
Jamie Rybarczyk, Deputy Administrator
Christine Capstran, Clerk
Amy Anderson Schweppe, Director of Planning & Zoning
Jim Fredenburg, Public Works Supervisor

From: Kevin Richardson, Engineer

Date: March 5, 2018

Re: 2018 Village Road Maintenance Pavement Restoration Portage Road Bid Results

On February 22 at 2:00 PM, four bids were received for the road restoration project referenced above. Bids were received from Frank Brothers, Payne and Dolan, Tri-County Paving and Wolf Paving. The table attached to this memo summarizes the bids received. The low bid total was \$245,668.50

There was good competition for the asphalt projects and the bid price is lower than my estimate. We have worked with the low bidder on many village projects. I am requesting that the Village Board authorized awarding the Village Road Maintenance Pavement Restoration Portage Road project to Tri-County Paving.

Village of Windsor
2018 Road Restoration Bid Results

Item A:	Bidder:	Tri-County Paving Inc. DeForest, WI		Wolf Paving Inc. Sun Prairie, WI		Payne & Dolan Inc. Fitchburg WI		Frank Brothers Janesville, WI	
		Unit Price	Total Item	Unit Price	Total Item	Unit Price	Total Item	Unit Price	Total Item
1	Clean Surface and Apply Tack Coat 40,850 Square Yards(\$/SY)	0.41	\$ 16,748.50	LS	\$ 2,859.50	0.04	\$ 1,634.00	0.90	\$ 36,765.00
2	Asphaltic Concrete 4,000 Tons (\$/ton)	51.98	207,920.00	58.39	233,560.00	57.00	228,000.00	66.00	264,000.00
3	16,700 Lineal foot of shoulder, 1000 tons (\$/ton)	21.00	21,000.00	12.50	12,500.00	20.30	20,300.00	28.50	28,500.00
Total			\$ 245,668.50		\$ 248,919.50		\$ 249,934.00		\$ 329,265.00



**SECTION 00520
EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between Village of Windsor ("Owner") and
Tri-County Paving, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Village Road Maintenance Pavement Restoration Portage Road

ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as: Village Road Maintenance Pavement Restoration Portage Road, all in conformance with the Contract Documents.

2.02 The Project has been designed for the Village of Windsor, under the authority of Kevin Richardson (Village Engineer) and Tina Butteris (Village Administrator), who shall assume all duties and responsibilities, and have the rights and authority in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIMES

3.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment

A. Contractor shall complete the work in accordance with the contract documents between the dates of May 1, 2018 and June 30, 2018; and will have 28 calendar days to complete the work from the start of construction to final completion of the project. Village shall be notified of the start date a minimum of three weeks prior to the start date of construction.

B. Earliest Construction Start Date May 1, 2018

C. Substantial Completion..... Twenty (21) calendar days from Start of Construction.

- D. Final Completion..... Twenty-One (28) calendar days from Start of Construction.
- E. Latest Final Completion Date June 30, 2018

3.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall:
 - 1) pay Owner \$200 for each day that expires after the time specified in Paragraph 3.02 above for Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment,

or

 - 2) pay Owner the total dollar amount incurred by the Owner do to the delay in final acceptance date of the project delivery, whichever liquidated damages dollar amount is greater.

- B. Contractor shall issue the Village of Windsor a cashier's check or certified check for 5% of the bid price in lieu of a performance bond. The Village of Windsor shall retain said check until contracted work is completed and accepted.

ARTICLE 4 CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:
 - A. For all Unit Price work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price work times the actual quantity of that item:

The Bid prices for Unit Price work set forth as of the Effective Date of the Agreement are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Owner and Engineer,

ARTICLE 5 PAYMENT PROCEDURES

- 5.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by Engineer and submitted to the Village of Windsor for payment.
- 5.02 Progress Payments; Retainage
 - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by the Engineer each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be

measured by the schedule of values established in the contract (and in the case of Unit Price work based on the number of units completed).

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payment previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages.
 - a. Ninety-five percent of work completed (with the balance being retainage). If the work has been 50 percent completed as determined by Engineer, and if the character and progress of the work have been satisfactory to Owner and Engineer, then as long as the character and progress of the work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. Ninety-five percent of cost of materials and equipment not incorporated in the work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the work completed, less such amounts as Engineer shall determine less 100 percent of Engineer's estimate of the value of work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.03 Final Payment

A. Upon final completion and acceptance of the Work by the Village of Windsor, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 6 INTEREST

6.01 All agreed monies not paid when due through the next available pay period, shall bear interest at the rate of 1 percent per annum.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site.
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement .
 - 2. Cashier's check or certified check for 5% of the bid price in lieu of a performance bond.
 - 3. Work specifications in **SPV.4000 SPECIFIC DETAIL**
 - 4. Addenda (None).
 - 5. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - c. Standard General Conditions.
 - c. Special Provisions.
 - d. Appendix 1 - Map
 - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. There are no Contract Documents other than those listed above in this Article 8.

ARTICLE 9 MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in provided Contract Documents.

9.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Contractor's Certifications

- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process or in the Contract execution;
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Owner: Village of Windsor

Contractor:

By: Robert E. Wippenyuth
Title: Village President

By: _____
Title: _____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Christine Capost
Title: Village Clerk

Attest _____
Title: _____

APPROVED AS TO SUFFICIENCY OF FUNDS

_____, Village Comptroller

Date

APPROVED AS TO FORM
William S. Cole
William S. Cole, Village Attorney

3-15-18
Date

Address for giving notices:
4084 Mueller Road
DeForest, WI 53532

Address for giving notices:

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

License No.: _____
(Where applicable)

**SECTION 00550
NOTICE TO PROCEED**

Date:	
Project: Village Road Maintenance Pavement Restoration Portage Road	
Owner: Village of Windsor	Owner's Contract No.:
Contract:	Engineer's Project No.:
Contractor:	
Contractor's Address:	

You are notified that the Contract Times under the above Contract will commence to run on May 1, 2018. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is Twenty-one (21) calendar days from the start of construction date, and Final Completion Twenty one (21) days after the start of construction with the latest date of Final Completion and readiness for final payment is June 30, 2018.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insured's and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Contractor:	Owner: Village of Windsor
Print Name:	Print Name: Kevin Richardson
Authorized Signature:	Authorized Signature:
Title:	Title: Village Engineer
Date:	Date:

**SECTION 00620
APPLICATION FOR PAYMENT NO.**

Project: Village Road Maintenance Pavement Restoration Portage Road

For Work accomplished through the date of: _____, 20____

To: Village of Windsor (Owner)
4084 Mueller Road
DeForest, WI 53532

From: _____ (Contractor)

		\$
1.	Original Contract Price:	
2.	Net change by Change Orders and Written Amendments (+ or -):	\$
3.	Current Contract Price (1 plus 2):	\$
4.	Total completed and stored to date:	\$
5.	Retainage (per Agreement):	
	_____% of completed work:	\$
	_____% of stored <u>material</u> :	\$
	Total Retainage:	
6.	Total completed and stored to date less retainage (4 minus 5):	\$
7.	Less previous Application for Payments:	\$
8.	DUE THIS APPLICATION (6 MINUS 7):	\$

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated _____ CONTRACTOR _____ REPRESENTATIVE _____

RECOMMENDATION FOR PAYMENT BY ENGINEER

I hereby certify that I have inspected the Work and that to the best of my knowledge and belief, the quantities shown in this estimate are correct. This application is in conformance with the Contract Documents. Therefore, I recommend payment of _____ Dollars (\$_____).

Dated _____	Engineer _____
Dated _____	Owner _____
Dated _____	Representative _____

SECTION 00630
CHANGE ORDER NUMBER: _____

Date of Issuance:		Effective Date:
Project: Village Road Maintenance Pavement Restoration Portage Road	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract Times:	Working days Calendar days
\$ _____		Substantial completion (days or date):	
		Ready for final payment (days or date):	
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____			
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____			
Substantial completion (days):		Ready for final payment (days):	
\$ _____			
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ _____		Substantial completion (days or date):	
		Ready for final payment (days or date):	
[Increase] [Decrease] of this Change Order:		[Increase] [Decrease] of this Change Order:	
\$ _____		Substantial completion (days or date):	
		Ready for final payment (days or date):	
\$ _____		Contract Price incorporating this Change Order: Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):	

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
ENGINEER (Authorized Signature)	OWNER (Authorized Signature)	CONTRACTOR (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

SECTION 00900
VILLAGE OF WINDSOR
Village Road Maintenance Pavement Restoration Portage Road
SPECIAL PROVISIONS

SPV.1000 General

1. Description

The work covered by this Contract shall consist of furnishing all labor, equipment, tools, supervision, machinery, supplies and all materials necessary to complete all work required for the Village Road Maintenance Pavement Restoration Portage Road.

All miscellaneous or minor work necessary to complete the project, but not listed as bid items in the Bid Form, shall be considered incidental to and included in the prices bid for other items of work.

Adjustment of water valves shall be considered incidental to and included in the prices bid for other items of work.

All millings from this project are to be reused by the Village, and should be delivered by the contractor to the DPW garage located at 851 Femrite Drive (entrance off Edna Taylor Parkway). There shall be no additional charge by the contractor for delivery of millings.

All traffic control costs, including signing, barricades, flagmen, detours, etc., shall be considered incidental to the cost of other items.

2. Plans.

The work is described in these Special Provisions and shown in the Appendix.

3. Specifications.

The Contractor shall have a copy of the project manual and specifications at the project site at all times.

4. Staking Line and Grade.

The Engineer will not provide any staking for this project.

5. Pavement Marking.

There is no pavement marking improvements with this project.

6. Basis of Payment.

Payment for work completed under this contract shall be in accordance with unit prices listed in the Bid Form and terms in the Agreement and General and Supplemental Conditions.

7. Permits, Easements, Construction License Agreements.

No permits, easements, or construction license agreements are necessary to complete the required work.

8. Work Completion Time.

The Contractor shall complete all work on this project by the date specified or within the time allowed in the Agreement.

9. Work Schedule.

Prior to performing work the Contractor shall submit a detailed work schedule, including the following:

- a. Work sequencing and logistics plan.
- b. Work schedule including start times, work days, milestone dates etc.
- c. Schedules for partial days of work shall not have work started after 3:00 p.m., unless approved, or any time such that the work is not properly planned, cannot be adequately completed, or in the judgment of the Engineer is not in the interest of the Owner or public or may affect the quality of work.

10. Traffic control plan.

The Contractor is responsible for proper traffic control meeting all MUTCD standards.

11. Insurance Notice: Policies of insurance shall also include Strand Associates, Inc. as additional insured's under the provisions of Paragraph 5.04.A.3 through 5.04.A.6 within the General Conditions.

Immediately after Paragraph 5.04 B of the General Conditions, the following language shall apply:

- C. Unless otherwise specified in this AGREEMENT, the CONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employer's Liability Insurance—The CONTRACTOR shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The CONTRACTOR shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance—The CONTRACTOR shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage—Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

Limits—The CONTRACTOR shall maintain limits no less than the following:

1. General Liability—One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the VILLAGE) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability—One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the AGREEMENT.

Required Provisions—The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises occupied or used by the CONTRACTOR; and vehicles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. For any claims related to this project, the CONTRACTOR'S insurance shall be primary insurance as respects the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this AGREEMENT shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the CONTRACTOR, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the VILLAGE.
6. Such liability insurance shall indemnify the VILLAGE against loss from liability imposed by law upon, or assumed under contract by, the CONTRACTOR for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the VILLAGE, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions—Any deductible or self-insured retention must be declared to and approved by the VILLAGE. At the option of the VILLAGE, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance—Prior to execution of the AGREEMENT, the CONTRACTOR shall file with the VILLAGE a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this AGREEMENT. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-7.

The CONTRACTOR shall, upon demand of the VILLAGE, deliver to the VILLAGE such policy or policies of insurance and the receipts for payment of premiums thereon.

Sub-Contractors—In the event that the CONTRACTOR employs other contractors (sub-contractors) as part of the work covered by this AGREEMENT, it shall be the CONTRACTOR'S responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

SPV.2000 SURFACE REPLACEMENT AND SITE RESTORATION

1. General Replacement.

The Contractor shall replace or restore, unless specified otherwise, any sidewalk, driveway, curb, gutter, terraced area, shoulder, pavement, culvert, lawn, ditch, fence, sign, mailbox or other property damaged by him at his own cost. Replacement shall be in-kind or as directed by the Engineer.

2. Pavement Protection.

The Contractor shall take all precautions necessary to protect adjacent road pavements, including shoulders, from being damaged.

Excavated material or debris spilled or tracked onto pavements or shoulders shall be removed at the completion of each working day or as directed by the Engineer. Any such materials interfering with traffic shall immediately be swept off with power sweeping equipment.

3. Restoration / Replacement Cost.

All replacement and restoration costs, unless bid separately in the Bid Form, shall be considered incidental to and included in unit prices bid for other items of work.

SPV.3000 HOMEOWNER ACCESS AND NOTICES, TRAFFIC MAINTENANCE

1. Homeowner Access and Notices.

The Contractor shall coordinate their schedule with the Village and all affected homeowners. All homeowners shall have sufficient notice regarding the work, driveway access restrictions, and be given an opportunity to plan or coordinate special access needs. No work will be permitted without proper coordination and planning.

The Contractor shall have a plan to notify residents of days and times of work, when driveway access restrictions begin, and notification of when driveway restrictions end.

Contractor shall plan their work to avoid times of high egress/ingress for residential properties (i.e. morning and evening times typical of going to and coming from work).

2. Through Traffic Access.

The Contractor shall maintain a minimum of one lane of traffic on all roads 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 of the Work. Two flagmen will be present during times when traffic is limited to one lane.

All streets shall be open to two-way traffic after working hours and all day on weekends and holidays.

The Contractor shall at all times conduct his work in a manner to minimize obstruction to local traffic.

3. Local Traffic Access.

The Contractor shall not close any streets to through traffic, allowing local traffic only unless approval is provided by the Village. Should there be an instance during the project in which the Village provides approval for closing any streets to through traffic, allowing local traffic only, during working

hours the following additional provisions shall apply:

- a. All streets shall be open to through (two-way) traffic after working hours and all day on weekends and holidays.
- b. The Contractor shall notify police and fire departments prior to closing any street to through traffic.
- c. The Contractor shall provide access for garbage collection and mail delivery on those streets closed to through traffic by his construction activities for the duration of the project.
- d. Contractor shall obtain Village approval prior to restricting traffic to local access only.

4. Garbage Collection and Mail Delivery.

The Contractor is responsible for insuring that mail can be delivered to properties affected by his work operations in a reasonable and timely manner.

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 mail delivery methods shall be coordinated with both the post office and all affected properties.

Village garbage and recycling collection occurs Monday each week. The collection calendar can be viewed at www.windsorwi.com.

Garbage and recycle collection is provided by Advanced Disposal. Coordination with the Village's account representative may be required, Advanced Disposal's telephone number is 608-222-5177.

SPV.4000 SPECIFIC DETAIL

1. The work is outlined below:

a. The work is overlaying the pavement along Portage Road by placing a leveling course and then a wedge of asphalt over the existing pavement. Pavement overlay shall consist of wedging by placing asphalt as necessary to achieve a 1% pavement cross-slope with a smooth and uniform road surface. Special care shall be taken to maintain positive drainage at all locations. Pavement restoration is located along Portage between Windsor Road and US Highway 19.

1. Pavement cutting for butt joints at intersections and driveways
2. Clean and place liquid tack material
3. 9.5 mm asphaltic concrete leveling course
4. Clean and place liquid tack material
5. 9.5 mm Asphaltic concrete overlay
6. 3 foot gravel shouldering

b. The work will be done without closing Portage Road to traffic. One lane will be available for traffic during placement of leveling course and wedge.

c. The placement of the asphalt wedge over the leveling course shall be placed within two days or as soon as possible weather permitting.

2. All work included in this proposal shall be governed by these specifications and the Standard Specifications for Road and Bridge Construction of the State of Wisconsin (latest edition), hereinafter referred to as DOT.

3. All quantities are approximate and final payment will be based upon as-built measurements.

4. Any changes of items from the original contract exceeding \$500 in cost per change to the Village shall be documented and signed by Contractor and the Village Engineer. It shall be the Contractor's responsibility to recognize a change. No request for extra compensation shall be valid unless properly documented.

5. UTILITIES: The Contractor shall make him/her familiar with all existing public utilities adjacent to and within the construction area and shall be responsible for their protection during construction.

6. SOIL EROSION CONTROL: Contractor shall take all necessary precautions to prevent pollution of streams and lakes. Operations shall be scheduled to avoid or minimize soil erosion and sedimentation. Appropriate soil erosion and sedimentation control shall be properly installed prior to commencing operations. Once existing topsoil is disturbed, work shall progress continuously to complete the area as quickly as possible. Disturbed areas shall be top soiled, fertilized, seeded and mulched immediately after work in that area is completed.

7. DUST CONTROL: The Contractor shall take all necessary steps to control dust arising from operations. When ordered by the Village, the Contractor shall dust proof the construction area by sprinkling with water mixed with calcium chloride (400 lbs. CaCl₂/1000 gallons water). Contractor shall be paid \$12.00/1,000 gallons water and \$75.00/ton of calcium chloride so applied.

8. STAKING: The Contractor is responsible for stakes and datum required for Road reconstruction and for final grading. The Contractor shall contact the Village Engineer to review grading plan before any construction.

9. TRAFFIC CONTROL: The Contractor shall provide all traffic control during operations and after if needed.

10. RESIDENTS NOTIFICATION: The Contractor shall provide the date and time of all road work/road closures to the Village at least two weeks before work is commenced so that the Village can place a notice in the DeForest Times and send emails notifying the public of the project. The Contractor is responsible for notifying affected residents where work is being done, 48 hours in advance. Millstone Circle and Combs Court will need special considerations since there are no outlets from those cul-de-sacs.

11. PROJECT SUMMARY: (See Maps Appendix 1)

A. Clean tack coat, leveling course with Asphaltic Concrete, clean tack coat, wedge with Asphaltic Concrete and 3-foot shoulder with gravel:

(1) Portage Rd. (Windsor Road to US Highway 19)

The overlay project starts at the intersection of Windsor Road and Portage Road at the south edge of Windsor Road. The overlay project ends approximately 100 feet north of US Highway 19 at the existing joint where the turn lanes for the intersection start.

(See yellow line on map in Appendix 1)

SPV.5000 ADDITIONAL PROVISIONS FOR PUBLIC WORKS CONTRACTS Sec. 779.14, Wis. Stats.

The following additional provisions shall apply if the consideration stated in Article 4.01 of this Agreement equals or exceeds the below stated amounts, as indexed in accordance with section 779.14(1s) of the Wisconsin Statutes:

If the consideration is \$10,000 or more:

The Contractor agrees to pay all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the work required under this Agreement, 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 worker's compensation insurance and contributions for unemployment insurance.

If the consideration exceeds \$30,000:

The Contractor shall, to the extent practicable, maintain a list of all subcontractors and suppliers performing labor or furnishing materials under this Agreement, and provide same to the Owner upon request.

If the consideration exceeds \$10,000 but does not exceed \$50,000:

The Owner may at its option make direct payment to subcontractors or pay the Contractor with checks that are made payable to the Contractor and to one or more subcontractors. This requirement shall not apply if the scope of work called for under this Agreement pertains to the construction, improvement, extension, repair, replacement or removal of a transportation facility, as defined under sec. 84.185(1)(d) of the Wisconsin Statutes; bikeway, as defined under sec. 84.60(1)(a), Stats.; bridge; parking lot or airport facility.

If the consideration exceeds \$50,000 but does not exceed \$100,000:

The Owner may at its option make direct payment to subcontractors or pay the Contractor with checks that are made payable to the Contractor and to one or more subcontractors. This requirement shall not apply if the scope of work called for under this Agreement pertains to the construction, improvement, extension, repair, replacement or removal of a transportation facility, as defined under sec. 84.185(1)(d) of the Wisconsin Statutes; bikeway, as defined under sec. 84.60(1)(a), Stats.; bridge; parking lot or airport facility.

The Contractor shall provide to the Owner a payment and performance bond meeting the requirements of section 779.14(1m)(e) of the Wisconsin Statutes, unless this Agreement specifically authorizes the Contractor to substitute a bond, an irrevocable letter of credit or an escrow account in an amount equal to the consideration stated in section 2 of this Agreement in lieu of the payment and performance bond.

If the consideration exceeds \$100,000:

The Contractor shall provide to the Owner a payment and performance bond meeting the requirements of section 779.14(1m)(e) of the Wisconsin Statutes.

**ADVERTISEMENT FOR BIDS
VILLAGE ROAD MAINTENANCE PAVEMENT RESTORATION
VILLAGE OF WINDSOR, DANE COUNTY, WISCONSIN
(Sections of Portage between Windsor Rd. and US HWY 19)**

The Village of Windsor will receive sealed bids for Village Road Maintenance Pavement Restoration until **2:00 p.m., Thursday February 22, 2018** at the Windsor Village Hall, 4084 Mueller Road, Deforest, WI 53532. At that time, the bids will be opened and read aloud. The envelope containing the bid must be sealed and addressed to the Village of Windsor and clearly marked "Sealed Bid - Village Road Maintenance Portage Road".

The work is overlaying the pavement along Portage Road by placing a leveling course and then a wedge of asphalt over the existing pavement. Pavement overlay shall consist of wedging by placing asphalt as necessary to achieve a 1% pavement cross-slope with a smooth and uniform road surface. Special care shall be taken to maintain positive drainage at all locations. Pavement restoration is located along Portage between Windsor Road and US Highway 19.

1. Pavement cutting for butt joints at intersections and driveways
2. Clean and place liquid tack material
3. 9.5 mm asphaltic concrete leveling course
4. Clean and place liquid tack material
5. 9.5 mm Asphaltic concrete overlay
6. 3 foot gravel shouldering (approximately 16,700 lineal feet)

The asphaltic concrete quantity for the leveling course and wedge is approximately 4000 tons. Plans are available at the Windsor Village Hall.

AWARD OF CONTRACT: It is anticipated that the Windsor Village Board will select and award contracts at a regularly scheduled Village Board Meeting after the scheduled time of closing bids. If the bid is accepted, the bidder shall execute a contract and submit the required certificate of insurance within 10 days after notice of award. Failure on the part of the bidder will result in the withdrawal of the award.

The Village of Windsor reserves the right to reject any and all bids, to waive any technicalities, and accept any bid, which it deems advantageous to the Village. No bid shall be withdrawn after the opening of bids without the consent of the Village of Windsor for a period of 60 days after the scheduled time of closing bids.

Published: February 8, 2018 and February 15, 2018

Posted: February 2, 2018 Village of Windsor Web site (windsorwi.gov)

BID FORM
2018 VILLAGE ROAD MAINTENANCE PAVEMENT
RESTORATION PORTAGE ROAD

I/We agree to provide, install and construct the following items according to stated specifications and the provisions and conditions of the Invitation to Bid.

ITEM A. LEVELING COURSE, WEDGE AND SHOULDER WITH GRAVEL

Bidder shall furnish all labor, tools, equipment and supervision and shall perform all work for the construction indicated in the bid. All work shall be done in strict accordance with plans, specifications, proposals, general conditions and special provisions included in the Bid Invitation. Pavement cutting for butt joints at intersections and driveways and tack material is incidental to the cost of the project and should be included in the price per ton of asphaltic concrete placed.

1. Pavement shall be cleaned and prepared for the application liquid tack material before leveling course and wedge placement. Approximately **40,850 square yards** of cleaning and tackled application for the lump sum of

Zero Dollars and forty-one cents per square yard

(\$ 0.41 /square yard)

Total for Item A. 1. \$ 16,748.50

2. Leveling course and wedge placement approximately **4,000 tons** of 9.5 mm asphaltic concrete overlay placing a wedge of asphalt over the existing pavement and compacted for the sum of

fifty-one Dollars and ninety-eight cents per ton

(\$ 51.98 /ton)

Total for Item A. 2. \$ 207,920.00

(BID FORM continued from Page 7)

3. Approximately 16,700 lineal feet of gravel shoulder placed and compacted to result in a 3-foot wide shoulder with a depth of approximately 4 inches and 1,000 tons for the sum of

Twenty-one Dollars and zero cents per ton

(\$ 21.00 /ton)

Total for Item A. 3. \$ 21,000.00

GRAND TOTAL ITEM A

Two hundred forty-five thousand, Dollars and fifty cents
six hundred and sixty-eight

GRAND TOTAL ITEM A. \$ 245,668.50

This Bid shall be valid for 60 days after the scheduled closing of bids.

By: Tri County Paving, Inc.
(Name of Company, Partnership, Individual)

Authorized Signature(s):

Ryan Bendixen

Date 2/21/18

Ryan Bendixen
(Print Name)