

**2019**  
**SAUK COUNTY HIGHWAY DEPARTMENT**

**PROPOSAL FOR**  
**C.T.H. C**  
**C.T.H O TO C.T.H PF**  
**PAVING PROJECT**

**SAUK COUNTY HIGHWAY DEPARTMENT**  
**P.O. BOX 26**  
**BARABOO, WI 53913**

**PHONE: (608) 355-4855**  
**FAX: (608) 355-4398**

**Patrick J. Gavinski, HIGHWAY COMMISSIONER**

**REQUEST FOR BIDS FOR C.T.H. C PAVING PROJECT  
SAUK COUNTY, WISCONSIN.**

Plans and specifications are available in the office of the Sauk County Highway Commissioner, 620 Linn St, Baraboo, WI 53913.

**PREQUALIFICATIONS OF BIDDERS**

All bidders must be prequalified by the Wisconsin Department of Transportation for the type and amount of work included in each contract, or by the Sauk County Highway Department within ten (10) calendar days of the acceptance of the bid. Bidders shall furnish evidence of this pre-qualification requirement upon request.

**SUBMITTAL OF BIDS**

Bidders shall submit bids in separate sealed envelopes for each individual contract at the office of Patrick Gavinski, Highway Commissioner, Sauk County Highway Department, 620 Linn St, P.O. Box 26, Baraboo, WI 53913. Bid will be received during regular office hours until 9:30 a.m., March 13, 2019.

**PROPOSAL AND CONTRACT AGREEMENTS**

No bid shall be considered unless accompanied by the Proposal Agreement fully executed by the bidder. The bidder that is awarded the contract agrees to execute the contract agreement and payment and performance bond within five (5) days after the Notice of Award, begin work no later than thirty (30) days after written Notice to Proceed, and complete all work included under the terms of the contract Proposal for: C.T.H. C Paving Project

Major Quantities:      6,200 Tons Asphaltic Concrete Pavement Type 4LT58-28- Binder  
                                 8,000 Gallons CSS-1 Asphaltic Material for Tack Coat  
                                 6,200 Tons Asphaltic Concrete Pavement Type 4LT58-28-Surface

By Order of the Sauk County Highway Department



Patrick J. Gavinski, Highway Commissioner  
P.O. Box 26  
Baraboo, WI 53913

## SAUK COUNTY, WISCONSIN

### INSTRUCTION TO BIDDERS

Bidding Requirements, Proposal Requirements and Conditions shall be in accordance with the State of Wisconsin, Department of Transportation, Standard Specifications for Road and Bridge Construction and Supplemental Specifications.

All Bidders must be pre-qualified by the Wisconsin Department of Transportation for the type and amount of work included in this contract, or by the Sauk County Highway Department within ten (10) calendar days of the acceptance of the bid. Bidders shall furnish evidence of this pre-qualification requirement upon request.

Each bid must be submitted on the proposal form included with the contract. All blank spaces for bid prices must be completed in ink. All bidders shall submit completed contract proposals, including the Proposal Agreement, to the office of Patrick J. Gavinski, Highway Commissioner, Sauk County Highway Department, 620 Linn St, P.O. Box 26, Baraboo, WI 53913 before **9:30 a.m. on March 13, 2019**. All proposals containing bids and bidding documents shall be placed in a separate sealed envelope for each individual contract with the bidder's name and address, the project name, Sauk County, C.T.H. C, and date of the bid opening, **March 13, 2019** written on the envelope containing bid. No bids will be accepted after the **9:30 a.m.** deadline. Bids will be opened by the Highway Committee at **9:30 a.m. on March 13, 2019 at the Highway Department Office**.

The Sauk County Highway Department will award this contract based on the contract grand total calculated on the unit price bid and the estimated item quantity as shown on the bid proposal. The Sauk County Highway Department reserves the right to reject any and all bids or accept the lowest responsible bidder whose proposal complies with the terms and conditions of the contract and bidding document. The bidder that is awarded the contract agrees to execute the Contract Agreement and Payment and Performance Bond within five (5) days after the date of the Notice of Award. The Bidder that is awarded the contract agrees to begin work no later than thirty (30) days after the written Notice to Proceed and complete all work included under the terms of this contract in the allotted time. Failure to comply with these conditions within the time specified will entitle the owner to consider your bid abandoned and may result in annulling the Notice of Award.

**SAUK COUNTY, WISCONSIN**  
**PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder submitting this proposal must be pre-qualified with the Wisconsin Department of Transportation or by the Sauk County Highway Department within ten (10) calendar days of acceptance of the bid.

The bidder, signing and submitting this proposal agrees and declares, as a condition thereof, to be bound by the following conditions and requirements.

The bidder declares that he/she has carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, as to the requirements of the specifications and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder declares that he/she understands that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid in the following schedule, and to accept such amounts in full payment of said work.

The bidder declares that all of the said work will be performed at his/her own proper cost and expense, that he/she will furnish all necessary materials, labor, tools, machinery apparatus and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designated on such plans, and the general conditions in the contract of which this proposal will become a part, if and when specifications and all plans and drawings are made a part hereof, as fully and completely as if attached hereto.

The bidder that is awarded the contract agrees to execute the Contract Agreement and the Payment and Performance Bond within five (5) days after the date of the written Notice of Award. The bidder that is awarded the contract will file a good and sufficient guarantee the successful execution of the work. Failure to comply with these conditions within the time specified will entitle the owner to consider your bid abandoned and may result in annulling the Notice of Award.

## **SPECIAL PROVISIONS**

### **SCOPE OF WORK:**

Bids shall include the furnishing and installation of all labor, materials, permits, equipment, tools, supplies, etc. for complete installation of asphalt pavement in accordance with the specifications therefore.

The work under this bid shall be in accordance with the specifications therefore, and shall be executed under the requirements of the State of Wisconsin, Department of Transportation's standard specifications for road and bridge construction, 2019 Edition, the Supplemental Specifications thereto of the Wisconsin Department of Transportation, 2019 Edition and the special provisions as contained in the project specifications prepared for this project.

### **PROSECUTION AND PROGRESS:**

The contractor shall begin work not later than thirty (30) days after the date written notification from the Highway Commissioner to do so. All work shall be completed in (30) calendar days. Should the contractor fail to complete the work in the allotted time, there shall be deducted two hundred fifty dollars (\$250.00) for each calendar day that the work remains uncompleted. The Sauk County Highway Department shall deduct the above liquidated damages from monies due to the contractor.

### **WORK BY OTHERS:**

The Sauk County Highway Department shall place and maintain advance traffic control signing. The contractor shall notify the Sauk County Highway Department at least seven (7) days before starting work to allow time for installation of signing and for the county to notify the Sheriff, Fire and Emergency Departments. The county shall maintain this signing for the duration of the work under this contract. Additional work zone traffic control shall be furnished and performed by the contractor and be considered incidental to the contract.

Time of construction and work operations will be coordinated to provide reasonable local access and minimize the time of disruption. Time is of the essence to complete all work included in this contract in the allotted time.

### **TRAFFIC:**

The section of C.T.H. C will be open to through traffic. Closure of one lane may be used during daylight hours while flag persons are on duty and appropriate traffic control devices are in place.

### **INSURANCE:**

The successful bidder shall not commence work under the contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the owner, nor shall the contractor allow a subcontractor to commence work until all similar insurance required has been so obtained and filed. Each successful bidder shall take out and maintain during the life of his contract such public liability and property damage insurance as shall insure the contractor

and owner against legal liability for damages because of bodily injury, sickness or disease, including death resulting therefrom or injury to or under this contract, whether such operations be carried on by the contractor or by anyone directly or indirectly employed by either of them; and the contractor shall take out and maintain, or shall cause each subcontractor performing, or engaging to perform, work covered by this contract to take out and maintain similar public liability and property damage insurance insuring such subcontractor and the owner against legal liability for such damages caused by or arising out of the operations of such subcontractor or caused by anyone directly or indirectly employed by such subcontractor. Each such policy shall include coverage as follows:

(a) WORKMEN'S COMPENSATION INSURANCE - Statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, and for all employees of the contractor. All subcontractors and all materialmen shall furnish to the contractor and the owner evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.

(b) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage to include premises and operations; contractor's insurance, products and completed operations coverage, contractual-including some negligence coverage; underground coverage; all subject to the following limits:

Bodily Injury	\$5,000,000 per occurrence \$5,000,000 per aggregate
Property Damage	\$5,000,000 per occurrence \$5,000,000 per aggregate

(c) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE -  
Operations of owner, hired and non-owned motor vehicles:

Bodily Injury	\$500,000 per person \$1,000,000 per occurrence
Property Damage	\$250,000 per occurrence

(d) OTHER INSURANCE

1. Include coverage for direct operation, sublet work and contractual liability.
  2. Completed Operations and Products Liability. Maintain in force for two (2) years after final payment.
  3. Contractor is required to carry insurance to cover any damage materials during construction resulting from fire, wind, vandalism, etc.
- NOTE: The required limits of liabilities may be obtained with liability policies or in combination with an umbrella excess third party liability policy.

The bidder shall furnish the owner with Certificates of Insurance for policies written in the contractor's name. All policies written in the contractor's name shall contain an endorsement requiring ten (10) days of advance notice to the owner of cancellation of material change in the policy. Compliance by the contractor with the foregoing requirements as to carrying insurance and furnishing certificates shall not relieve the contractor from liability under this article.

Liability Insurance may be arranged by Comprehensive General Liability and Comprehensive Automobile Liability policies for the full limits required; or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella liability policy.

Contractors shall require sub-contractors not protected under their insurance to take out and maintain workmen's compensation insurance and insurance of the same kind in amounts specified above. Contractors shall submit evidence of coverage of insurance required.

Contractors shall carry sufficient comprehensive insurance on his equipment at site of work and on route to and from site to fully protect him; contractor shall require same coverage of his sub-contractors. It is expressly understood and agreed that owner shall have no responsibility therefore.

#### **MATERIAL APPLIANCES, EMPLOYEES:**

Unless otherwise stipulated, the contractor shall provide and pay for all materials, labor, water, tools equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

#### **PERMITS AND REGULATIONS:**

The owner has secured the DNR Permit. Any other permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor.

The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the drawings and specifications are at variances therewith, he shall promptly notify the owner in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the owner, he shall bear all cost arising therefrom.

#### **PROTECTION OF WORK AND PROPERTY:**

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury loss arising in connection with this contract. He shall adequately protect adjacent property as provided by law and the Contract Documents. He

shall provide and maintain all passage ways, guard fences, lights, and other facilities for protection required by public authority of local conditions.

#### **INSPECTION OF WORK:**

The owner and his representatives shall at all times have access to the work wherever it is in preparation or progress and the contractor shall provide proper facilities for such access and for inspection.

In the specifications, the owners instructions, laws, ordinances, or any public authority requires any work to be specifically tested or approved the contractor shall give the owner timely notice of its' readiness for inspection, and if the inspection is by another authority than the owner, the contractor shall give this authority timely notice for such inspection and advise the owner of the time for the inspection. Construction covered up without approval or consent of the owner must, if required by the owner, be uncovered for examination at the contractor's expense.

Re-examination of questioned work may be ordered by the owner, and if so ordered, the work must be uncovered by the contractor. If such work be found in accordance with the Contract Documents, the owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the contractor shall pay the costs, unless he shall show that the defect in the work was caused by another contractor, and in that event, the owner shall pay the cost.

#### **SUPERINTENDENCE-SUPERVISION:**

The contractor shall keep on his work during the progress a competent superintendent and any necessary assistants, all satisfactory to the owner. The superintendent shall represent the contractor in his absence and all directions given to him shall be as binding as if given to the contractor. Important directions shall be so confirmed on written request in each case. The contractor shall give efficient supervision to the work, using his best skill and attention.

If the contractor, in the course of the work, finds any discrepancy between the drawings and physical conditions of locality, or any error omissions in drawings or in layout as given by points and instruction, it shall be his duty to immediately inform the owner in writing, and the owner shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the contractor's risk.

#### **OWNER STATUS:**

All work shall be done under the general supervision of the owner or his representative. The owner or his representative shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the Contract Documents and extra work orders and shall decide on all questions in connection with the work and upon request the owner shall confirm in writing any oral order, direction, requirement or determination.



**PAYMENTS:**

One payment will be made upon the completion of the work by the contractor and final acceptance of the work included under this contract by the Sauk County Highway Commissioner.

The acceptance by the contractor of the Final Payment shall be, and shall operate as, a release to the owner, of all claims and of all liability to the contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and other relating to, or arising out of, this work, excepting the contractor's claim for interest upon the Final Payment, if this payment be improperly delayed. No payment, however final or otherwise, shall operate to release the contractor or his sureties from any obligation under this contract or performance bond.

**GUARANTEE:**

Each proposal shall be accompanied by a certified check payable to the Sauk County Highway Department equal to five percent (5%) of the proposal or a bid bond of a bonding company duly authorized to do business in the State of Wisconsin in an amount equal to five percent (5%) of the proposal. This proposal guarantee shall be subject to forfeiture.

The contractor shall guarantee all work against defective workmanship for a period of two (2) years after final acceptance by owner.

**CONTRACTOR'S STATEMENT:**

The undersigned represent that the prices in the accompanying proposal are neither directly or indirectly the result of an agreement with any other bidder. The accompanying proposal includes the furnishing of all labor, materials, and equipment required by the plans and specifications which I have carefully examined and I hereby certify that the statements made herein are true and correct.

If awarded this contract, Contractor shall assist Sauk County in complying with any open records request made under Wisconsin Law if the documents (in any form) requested are maintained by the Contractor.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
OFFICIAL

The bidder that is awarded the contract agrees to begin work no later than thirty (30) days after the date of the written Notice to Proceed and complete all work included under the terms of the contract in the allotted time.

The bidder that is awarded the contract shall further be responsible for any damages to property or injury to persons occurring through his own negligence or that of his employees or agents, incidental to the performance of work under this contract.

# **SPECIFICATIONS**

## **ASPHALT CONCRETE PAVEMENT CONSTRUCTION**

### **DESCRIPTION:**

This item shall consist of the construction of asphaltic pavement surfaces shall conform to Section 460 of the State of Wisconsin Department of Transportation Standard Specifications for Road and Bridge Construction, 2019 Edition. Type 4LT58-28 as specified in Section 460 of the state specifications and the aggregates to be used for base, binder and surface course shall conform to the gradation requirements in 460.

The binder course will be the nominal thickness of 1.75 inches.

The surface course will be the nominal thickness of 1.75 inches to be paved in after completion of the binder course.

The contractor shall provide adequate trucks and paving train equipment to assure a continuous paving operation and avoid frequent delays.

After the asphaltic concrete pavement has started, the contractor shall proceed to complete the project at the earliest possible date. If the contractor should determine it necessary to stop the paving operation, the contractor shall make a request to the owner for permission to stop work.

### **TRAFFIC CONTROL:**

Closure of one lane may be used during daylight hours while flagpersons are on duty and appropriate traffic control devices are in place, as outline in the Wisconsin Manual of Traffic Control Devices.

### ASPHALTIC MATERIAL FOR PRIME AND TACK COAT

Materials for prime and tack coat shall conform to Section 455 of the state specifications. Asphaltic material for tack coat shall be CSS-1 Emulsified asphalt.

### ASPHALTIC MATERIAL FOR PLANT MIXES:

The asphaltic materials for asphaltic concrete payment, 4LT58-28, shall be asphalt type AC with a performance grade designation of PG 58 - 28.

### HOT MIX ASPHALT (HMA) AGGREGATE:

A. Hot Mix Asphalt aggregates, including mineral filler (when required), shall be sound, angular crushed stone, crushed gravel or sand conforming to the requirements for Mix Type 4LT58-28, in section 460 of the State of Wisconsin Department of Transportation standard specifications for road and bridge construction, 2019 Edition.

B. If the proposed aggregates are primarily crushed limestone, natural sand shall be blended with the crushed stone in such proportions, within the range of gradation, to provide workability of the finished mixture satisfactory to Sauk County.

### CONSTRUCTION METHODS:

A. All work shall conform to the requirements specified in section 450 of the State Highway Commission of Wisconsin, standard specifications for road and bridge construction for the particular class, type and grade of material specified.

B. The contractor shall guarantee all materials and workmanship for one year from the date of substantial completion.

### PREPARATION:

A. All existing bituminous intersection and driveways shall be resurfaced at limits to be determined by the County in the field.

B. Prior to the application of the tack coat or bituminous surfacing, the surface of the prepared foundation shall be cleaned by brooming therefrom all dust, dirt, debris or other foreign or loose material.

C. Leveling or wedging course may be required in various areas of the project, to effect the required roadway cross sectional contour. These areas will be located by the County in the field.

### TESTING:

A. If requested by the County, submit samples of all proposed materials for test and analysis. The material shall not be used until approved. Job mix formula shall be provided by the contractor to County for approval.

PAYMENT:

A. Asphaltic tack coat measurement shall be per gallon applied in place. The contractor shall supply the County with load tickets to verify the amount of material used. Payment shall be made at the contract unit price bid per gallon for asphaltic material for tack coat applied.

B. Asphaltic concrete pavement type 4 LT 58-28 Binder:  
Measurement shall be per ton of asphaltic concrete pavement compacted in place. The contractor shall supply the County with load tickets to verify the amount of material used. Payment shall be made at the contract unit price bid per ton for asphaltic concrete pavement binder installed.

C. Asphaltic concrete pavement type 4 LT 58-28 surfacing:  
Measurement shall be per ton of asphaltic concrete pavement compacted in place. The contractor shall supply the County with load tickets to verify the amount of material used. Payment shall be made at the contract unit price bid per ton for asphaltic concrete pavement surfacing installed.

D. Load Tickets showing weights, date, time and truck numbers shall be presented to the County's representatives at the time of delivery.

SAUK COUNTY, WISCONSIN

CONTRACT PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,  
as principal, and \_\_\_\_\_, as surely, are held and firmly bound  
unto the Sauk County Highway Department, Sauk County, Wisconsin, in the sum of  
\_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_), lawful  
money of the United States, for the payment of which sum to the Sauk County Highway  
Department, we hereby bind ourselves and our respective executors and administrators  
firmly by these presents.

The condition of this Bond is such that if the above bonded principal shall on his/her part  
fully and faithfully performs all of the terms of the Contract entered into this day between  
him/herself and the Sauk County Highway Department for the construction of:

On

C.T.H. C

in

SAUK COUNTY, WISCONSIN

and shall pay all claims for labor performed and material furnished in the prosecution of  
said work, and save the said County harmless from all claims for damages because of  
negligence in the prosecution of said work, and shall save harmless the said County for  
compensation (under Chapter 102, Wisconsin Statutes) of employees of subcontractor, then  
this Bond is to be void, otherwise

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Countersigned:

\_\_\_\_\_  
Company Name (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President (Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary

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

( ) Salary Employee

( ) Commission

By: \_\_\_\_\_  
Attorney-in-fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. \_\_\_\_\_ for the year 2019 and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Agent)



**SAUK COUNTY, WISCONSIN**

**LIST OF SUBCONTRACTORS**

Section 66.29(7), Wisconsin Statutes (Chapter 559, Laws of 1959), provides for a bidder, as a part of his proposal, to submit a list of the subcontractors he proposes to contract with and the class work to be performed by each, provided that to qualify for such listing each subcontractor must first submit his bid in writing to the general contractor at least 48 hours prior to the time of bid closing. It further provides that a proposal of a bidder shall be invalid if any subcontractor and the class of work to be performed by such subcontractor has been omitted from a proposal.

No subcontract, whether listed herein or later proposed, may be entered into without the written consent of Patrick Gavinski, Highway Commissioner, Sauk County, Wisconsin.

NAME OF SUBCONTRACTOR	CLASS OF WORK	ESTIMATED VALUE

## SCHEDULE OF PRICES

Note: Bidder must fill in Schedule of Prices for all items of work.

ITEM NUMBER	APPROXIMATE QUANTITY	ITEM UNIT OF MEASURE AND ITEM DESCRIPTION	UNIT BID		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
1	6,200	Tons asphaltic concrete pavement type 4LT58-28 Binder				
2	8,000	Gallons CSS-1 asphaltic material for tack coat				
3	6,200	Tons asphaltic concrete pavement type 4LT58-28 Surface				
4	1	Lump Sum Traffic Control				
5	1	Lump Sum Mobilization				
5			Total Amount:			