

## OFFICIAL NOTICE

### ADVERTISEMENT TO BID

Sealed bids will be received by the City Clerk of the City of Lake Mills, at her office, 200D Water Street, Lake Mills, Wisconsin until 1:00 p.m. on the 20<sup>th</sup> day of March 2025 for:

CONTRACT NO. LM 3-25  
CHIP SEAL MAINTENANCE  
LAKE MILLS, WISCONSIN

and will be publicly opened and read immediately thereafter. Each bid must contain the full name or names of the party or parties making the same, with an affidavit as to interested parties, and, in the case of a corporation not chartered in Wisconsin, with a proper certificate that such corporation is authorized to do business in Wisconsin.

The work includes:

- Chip Seal of various City streets (Approximately 38,000 SY)

Copies of the Specifications, Instructions to Bidders, Forms of Proposals, and other contract documents are on file at the City Clerk's Office and at [www.ci.lake-mills.wi.us](http://www.ci.lake-mills.wi.us) and may be obtained without charge.

A bid bond of 5% shall be required of all bidders at the time the bid is received.

The City of Lake Mills reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept any bid it deems most favorable.

Melissa Quest  
City Clerk  
Lake Mills, Wisconsin

ADV: The Lake Mills Leader  
March 6 & 13, 2025

## **I. INSTRUCTION TO BIDDERS**

Bids will be received by the City Clerk, City of Lake Mills, Wisconsin, in accordance with the "Advertisement to Bid."

Each bid must contain the full name of every person or company interested in the same.

Bidders are required to use the printed bid forms that are included in this bid packet. Bids shall be submitted in sealed envelopes addressed to the "City Clerk, City of Lake Mills, 200D Water Street, Lake Mills, Wisconsin" and shall be plainly marked on the outside thereof, "CONTRACT NO. LM 3-25 CHIP SEAL MAINTENANCE, LAKE MILLS, WISCONSIN" and shall bear the name of the bidder.

Bids shall be submitted prior to the time fixed in the "Advertisement to Bids." Bids received after the time so indicated shall be returned unopened. Bids may not be withdrawn at any time. At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

The City of Lake Mills reserves the right to waive any informality in bids at its discretion and reserves the right to reject any and all bids. The City reserves the right to reject any or all bids, including or excluding alternatives, to waive technicalities or to advertise for new bids, if in the judgment of the awarding authority is in the best interests of the City. A contract shall be awarded to the lowest, qualified bidder as soon as practicable after opening of bids, subject to the reservations of the preceding, and the bidder to whom an award is made shall enter into a contract with the City of Lake Mills within TEN (10) days after notification of award.

It is the responsibility of perspective bidders to arrange an opportunity to visit the location of the project. Tours can be arranged by contacting the Director the Public Works at (920) 648-4026 at least 4 days before the opening of the Bid.

All requests for interpretation must be received at least two days prior to the date set for receiving the Bid. Addenda may be issued to clarify, correct or change the bidding documents two days before the Bid. It is the perspective bidder's responsibility to contact the Director the Public Works at (920) 648-4026 during that time to verify if any addenda have been sent to the perspective bidders. The Bid shall contain acknowledgement of receipt of all addenda.

The City of Lake Mills is an Equal Opportunity Employer and prohibits, in accordance with the law, discrimination on the basis of race, color, religion, sex, national origin, ancestry, marital status, military service, age or disability. Minority Business Enterprises, Women Business Enterprises and Small Business Enterprises shall be afforded full opportunity to submit bids or proposals for this project.

During the performance of its contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, marital status, military service, age or disability. The Contractor shall take appropriate action to ensure that applicants are employed without regard to their race, color, religion, sex, national origin, ancestry, marital status, military service, age or disability. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**(End of Section)**

## **II. GENERAL CONDITIONS**

### **SEALED BIDS**

Sealed bids for CONTRACT NO. LM 3-25 CHIP SEAL MAINTENANCE, LAKE MILLS, WISCONSIN will be received by the City Clerk, City of Lake Mills, Wisconsin until 10:00 a.m. on Tuesday, March 20, 2025. Said bids shall be enclosed in an opaque sealed envelope and marked "CONTRACT NO. LM 3-25 CHIP SEAL MAINTENANCE, LAKE MILLS, WISCONSIN", and shall bear the name of the bidder.

### **BID FORM**

Each proposal shall be made on the attached "Bid Form" which shall be signed with the full name and address of the proprietorship, partnership, LLC, or corporation submitting same. The bid of the proprietorship shall be signed by the owner, a partnership by one of the general partners, an LLC by its managing member, a corporation by a duly authorized officer thereof and by stating his title. No bid may be withdrawn after delivery to the City Clerk. Bidder may at his/her discretion, add other pertinent facts or data which he/she might deem desirable, but his/her bid **MUST BE ON THE BID FORM**. The bidder must complete and sign the Bidder's Information Showing Qualification and Affidavit of Non-Collusion attached.

### **CONSIDERATION OF BIDS**

Contracts will be awarded to the lowest qualified Bidder determined by calculating the computed Total Bid cost with or without any alternatives, if included. The City reserves the right to reject any or all bids, including or excluding alternatives, to waive technicalities or to advertise for new bids, if in the judgment of the awarding authority is in the best interests of the City.

Discrepancies between multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the between words and figures will be resolved in favor of words.

### **AWARD OF CONTRACT**

The award of the contract, if it be awarded, will be made by the Lake Mills City Council, within fifty (50) calendar days after the opening of bids, and such award shall be made to the lowest, qualified bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. The successful bidder will be notified, by letter mailed to the address shown in the proposal, that his/her bid has been accepted and that he/she has been awarded the contract.

### **CANCELLATION OF AWARD**

The City of Lake Mills reserves the right to rescind the award of any contract at any time before the execution of said contract by all parties without any liability against the City.

### **REQUIREMENT OF BOND**

For all bids, all bidders must submit a bid bond of 5%, payable to the City as a guaranty that if the bid is accepted, the bidder will execute and file the proper contract and bond within the time limitation of the City. The successful bidder must within ten (10) days after he/she has received notice of the award to him/her and

before entering into the contract, furnish a contract performance and payment bond in the full amount of the proposal. This bond shall cover the entire contract until final acceptance by the City of the work and receipt of any Maintenance Bond, if applicable.

EXECUTION OF CONTRACT

The contract shall be signed by the successful bidder and returned, together with the bond and other required contract documents, within ten (10) days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City of Lake Mills until the execution of the contract. If the contract is not executed by the City of Lake Mills within twenty (20) days following receipt from the bidder of the required contract documents, the bidder will have the right to withdraw his/her bid without prejudice.

FAILURE TO EXECUTE CONTRACT

Failure to execute the contract and file an acceptable bond shall be just cause for the cancellation of the award and the forfeiture of the bid bond which shall become the property of the City, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the City Clerk may decide.

CONTRACTOR'S INSURANCE

The Contractor shall take out and maintain during the life of the Contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect the Contractor any subcontractor performing work covered by the Contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the Contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and indemnifying the City and its agents from liability per the indemnification requirements below. The Contractor shall maintain adequate insurance coverage of the types and, at minimum, in the amounts as specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance to the City Clerk.

The amounts of such insurance shall be as follows:

<u>STATE</u>	<u>STATUTORY</u>
Employer's Liability:	
Bodily Injury by Accident	\$ 100,000 Each Accident
Bodily Injury by Disease	\$ 100,000 Each Employee
	\$ 500,000 Policy Limit
1. Policy Limits:	
a. General Aggregate Limit	\$1,000,000
b. Products-Completed Operations Aggregate Limit	\$1,000,000
c. Personal and Advertising Injury Limit	\$1,000,000
d. Each Occurrence Limit	\$1,000,000
e. Fire Damage Limit (any one fire)	\$ 50,000
f. Medical Expense List (any one person)	\$ N/A

2. Policy shall include property damage liability insurance, which will provide explosion, collapse and underground coverage where applicable.
3. Policy shall include personal injury, with employment exclusion deleted.
4. Policy shall include Independent CONTRACTOR Coverage.
5. Policy shall include Blanket Contractual Coverage for written agreements.
6. Policy shall include Broad Form Property Damage Coverage.
7. Policy shall include OWNER and Engineer as their interests may appear and their employees and agents as additional insureds using Endorsement Form CG 20100704 and CG 20370704 or equal.
8. Policy shall indemnify the City and its agents per the indemnification requirements defined below.
9. Endorsements or General Liability policy shall not exclude supervisory and inspection services.

With insurance certificate, CONTRACTOR shall submit evidence of compliance with items 2 through 7.

#### Comprehensive Automobile Liability:

- |  |  |
|--|--|
| 1. Bodily Injury   | \$1,000,000 Each Person<br>\$1,000,000 Each Occurrence |
| Property Damage:   | \$1,000,000 Each Occurrence                            |
| Combined single limit for both bodily<br>Injury and property damage of       | \$1,000,000  |
| 2. Policy shall include coverage on all owned, non-owned and hired vehicles. |  |

Certificates of insurance demonstrating adequate insurance coverage limits must be submitted to the City of Lake Mills prior to execution of the Contract documents by the City of Lake Mills. Such insurance shall remain in full force and effect during the project and for the life of the Contract and shall name the City of Lake Mills and its agents as insured parties. Additional insured parties shall include Strand Associates Inc. and JDMAUSE LLC. The insurer shall certify that in the event of cancellation or material change of the insurance, at least ten (10) days written notice of such cancellation or material change shall be provided to the City.

#### INDEMNIFICATION REQUIREMENTS

The Contractor agrees to indemnify and save and hold harmless the City of Lake Mills and its agents harmless against any claim, loss, damage, cost and/or expenses (including reasonable attorney's fees), which may occur against the City, which is the Owner, in consequence of performance of the Contract by the Contractor, its subcontractors, agents, employees, successors, or assigns.

#### QUALIFICATION OF BIDDER

The bidder must furnish information relative to the facilities, ability, and financial resources available for the proper fulfillment of the work on the form attached hereto and which is made a part of the bidding documents.

#### PROTECTION OF PROPERTY AND WORK

The Contractor shall conduct all activities under the scope of the Contract in a workmanlike manner to acceptable standards and exercise all due care.

The Contractor shall use every precaution possible to secure the site from any persons coming onto the site or in the vicinity of the site. Contractor shall also warn persons in the vicinity of the site of the possible dangers present from entering the site without proper authorization.

The Contractor shall use every possible precaution to prevent injury or damage to electric utility, and/or storm or sanitary sewer, and/or water utility facilities, and other City property, infrastructure, and implements, on or adjacent to the project. Contractor shall not be permitted to locate or stage any equipment where it would interfere with or injure or damage any adjacent properties or right-of-way.

The City reserves the right to repair damage to any public utilities, City infrastructure or other facilities of the City caused by the work of the Contractor and the cost of any such repairs shall be borne by and the responsibility of the Contractor.

The Contractor shall provide proper and appropriate facilities, take all necessary precautions and assume the entire cost of protecting the project site and work against vandalism, adverse weather conditions, and other adverse conditions that may be encountered during the performance of the Contract.

### SCHEDULING

The Contractor shall submit his/her schedule for work to be performed to the City of Lake Mills, which must meet with the approval of the City Manager and the Director of Public Works. All work on this Contract, unless otherwise stated in the plans or in these specifications, will be limited to the daylight hours between 7am and 7pm, except in cases of emergency, and then may be performed only if permission is obtained from the City and adequate lighting facilities are used. No work will be permitted on Saturdays, Sundays, and/or Holidays, except to save property or life or in case of extraordinary emergency or as required to minimize disruption to business operations, and only as authorized or directed by the City Manager.

### TIME FOR COMPLETION

Work on this contract shall commence within the time specified in the bid after receiving the notice of authorization to proceed. The work shall not commence until after July 14, 2025 unless the asphalt patching is complete with the summer patching and the weather conditions allow construction prior to that date. **The Work shall be completed no later than September 12, 2025.**

The work shall be carried on with such force, and in such manner and order that the whole work shall be performed within the dates described.

The contractor shall work continuously until the work is completed and shall not leave the job site until acceptable to the City Manager, or his designee.

### FINAL CLEAN-UP

Prior to, and at the request of the City, the contractor shall make a final clean-up of the project to the satisfaction of the City Manager and the City Public Works Director.

## AUTHORITY OF THE CITY MANAGER

The City Manager, or his official designee, will decide all questions that may arise as to the quality and acceptability of work performed and rate of progress. He, or his designee, will decide all questions which may arise as to interpretation of the plans, specifications and other contract documents. He, or his designee, will decide all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

## LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal, State, and local laws, ordinances, regulations, and all orders and decrees of authorities having any jurisdiction or authority which, in any manner, affect the work. The Contractor shall at all times observe and comply with all applicable laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, its representatives, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, its subcontractors, agents, employees, successors or assigns.

The Contractor agrees that, in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, age, sex, creed, color, national origin, ancestry, marital status, military service or disability, discriminate against any citizen of the United States in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

No Contractor, subcontractor, nor any person on Contractor's behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, age, marital status, national origin, ancestry, disability, creed or color.

## WAGE RATES

As this is a City local public works project, state prevailing wage rates are **not** required on this Contract.

## SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials and equipment for performing all work under the Contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

## DEFECTIVE WORK

If within one year of the final payment on the Contract any work is found to be defective, the Contractor shall promptly, without cost to the Owner, correct such defective work in accordance with the expectations of the City.

## LIQUIDATED DAMAGES

Contractor shall pay owner \$300 for each day that expires after the Contract completion date or interim completion dates as liquidated damages until such time as the required work is completed and ready for final payment. In such event, Owner and Contractor agree that liquidated damages are actual damages that result from the delay in the project, rather than as a penalty.

**(End of Section)**



### III. SPECIFICATIONS:

**General:** The City is seeking to install Chip Seal on various streets throughout the City of Lake Mills.

Bids are being sought to have a single contractor be responsible for various phases of the project including the surface preparation and supply and installation of chip seal (Seal Coat) on existing asphalt concrete pavements at the location and as specified in the bidding documents in accordance with the laws of the State of Wisconsin and of the United States.

Work on this Contract shall commence within the time specified in the bid after receiving the notice of authorization to proceed, and **the Work shall be completed no later than September 12, 2025.**

The work under this specification shall include the surface preparation and placement of chip seal (Seal Coat) on existing asphaltic concrete pavements, and other miscellaneous items and work required for street maintenance as shown on the drawings and included in the specifications. The Contractor shall furnish all labor, supervision, equipment, materials, supplies, tools, and incidentals for the chip seal work.

Bid quantities may be increased or decreased at the City's option by up to 25% of the estimated quantity of the base Bid without changing the Bid prices.

Unless otherwise indicated, Standard Specification in this section shall be in reference to the State of Wisconsin Department of Transportation, Division of Highways "Standard Specification for Highway and Structure Construction, Latest Edition.

Contractor shall protect the existing utilities on or adjacent to the site. Any damage to public or private property not within the scope of the contract shall be the Contractor's responsibility to repair or replace.

Contractor shall comply with the Traffic Control Section 643. Traffic control at the sites shall be the responsibility of the Contractor. Contractor shall be responsible for Traffic Control including providing all signs, barricades, flagmen and other traffic control devices in the construction zone. All traffic control measures shall not close or obstruct roadways without approval of the City. Maintain emergency vehicles access to all properties at all times within project limits. All traffic control measures shall meet the requirements of Part 6 of the Manual on Uniform Traffic Control Devices of the State of Wisconsin. Traffic control shall be incidental to unit prices proposed, unless otherwise included in a bid item.

Traffic Control shall be maintained by the Contractor until final cleanup is completed 7-14 days after initial application.

Contractor shall have at least two years of previous experience in chip seal application. Contractor shall provide a two-year warranty on adhesion of material.

Contractor shall notify the City of Lake Mills one week in advance of scheduled installation of the chip seal in order for public notices to be conducted both by the Contractor and the City of Lake Mills. This will allow City staff to install manhole, inlet and water valve protective coverings. The Contractor is required to notify residents and provide no parking signs a minimum of two days prior to the anticipated construction.

All chip seal coat materials and operations shall conform to Section 455, 460, 475 of the Wisconsin DOT Specifications (WDOT), unless otherwise noted.



All limits for chip seal areas will be marked by the City of Lake Mills prior to any work beginning. A map of the preliminary list of streets to be seal coated is included in these documents.

The type of chip seal shall be as specified in the Contract Documents.

The materials to be furnished and applied for the chip seal work shall conform to the following requirements. Prior to construction, material certifications and aggregate sieve analysis shall be submitted to the Director of Public Works.

Asphalt material shall meet the requirements of Section 455 and be CRS-2P, polymer modified cationic asphalt emulsion. The asphalt material shall be applied at a rate of 0.35-0.4 gallons per square yard. The aggregate material shall be applied at a rate of 20 pounds per square yard.

Two weeks prior to construction, the contractor shall provide the exact proposed rate for emulsion and aggregate application to provide satisfactory performance two weeks prior to construction if different than above.

Cover Aggregate shall meet the requirements of Section 460 and 475.

Chips shall be 1/4-inch washed granite seal coat chips and conform to the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
1/4-inch	100
No. 4	0-100
No. 8	0-40
No.16	0-10
No. 50	0-5
No. 200	0-1

Two weeks prior to construction, Contractor shall supply a sample and gradation test result.

The asphalt emulsion material shall be compatible with the cover aggregate. Contractor shall provide a certification from the emulsion provider that the emulsion material is compatible with the cover aggregate.

Chip Seal (Seal Coat) shall conform to Section 475. Prior to placing any asphaltic materials on the existing pavement, the Contractor shall prepare the surface by sweeping with a power broom. Surface shall be dry before application.

Contractor may consider application if air and pavement temperature is below 60 degrees, but only if the temperature is 55 degrees and rising; and if so, only with acceptance of the Director of Public Works and the Contractor regarding maintaining the Contractor’s warranty.

Prior to and during chip seal operations, the Street Department will locate, mark and protect all existing manhole and valve box covers in such a manner that they will not be covered or become stuck with asphaltic materials and can be readily located again. Prior to the chip seal operations, the Contractor shall promptly notify City Street Department of any manhole, valve boxes or inlets that are not sufficiently protected. After the chip seal operation, the Contractor shall locate the manholes and valve boxes, and remove their protective devices. After the protective devices are removed, City and Contractor staff shall test open each manhole and valve box cover and, where necessary, the Contractor shall remove any asphaltic material which may have accumulated in the lifting holes or along the frame-to-cover interface

from the chip sealing operation. When the covers are reinstalled, the Contractor shall make sure the covers do not rattle.

Promptly after the spreading of the asphaltic material has been completed on any section of the roadbed, the cover aggregate shall be spread uniformly over the treated surface by approved mechanical spreaders. The rate of application shall be sufficient to adequately cover the applied asphaltic materials with a minimum of waste.

The length of application shall not be greater than can be covered with aggregate within ten (10) minutes of application, or longer than can be completely rolled within twenty (20) minutes of application.

Immediately after spreading the cover aggregate, the Contractor shall roll the surface. Rolling shall be accomplished with pneumatic-tire rollers. A combination steel and pneumatic-tire roller is acceptable. Rolling shall be continued until the cover aggregate is thoroughly embedded and the surface is smooth and uniform in texture. No chip seal shall be placed without an approved roller at the site.

Contractor shall conduct the first cleanup proposed to occur at least 72 hours after application. Contractor will sweep the streets, collect, and remove and dispose of any excess aggregate.

Final cleanup shall include a street sweeping approximately 7-14 days after placement of the Chip Seal. Final cleanup shall be completed by the Street Department.

Contractor will remove loose aggregate from the street by lightly brooming the surface with a rotary power broom and vacuum sweeping the excess stone, and shall also remove loose aggregate from driveways, sidewalks, abutting street pavements, and other areas in which the chips may have accumulated. The Contractor will be responsible for the disposal of any excess aggregate swept.

Surfaces that have been chip sealed shall be measured by the square yard of chip seal in place and accepted. No deductions shall be made for the surface area of manholes and valve boxes within the project limits of the chip seal work.

Payment for constructing the chip seal surface will be made per accepted square yard of pavement surface covered by the chip seal. The contract unit price for "Chip Seal w/ Granite Chips" shall include all costs associated with furnishing, preparing, hauling, mixing and applying all materials and traffic control; preparing the existing surface; locating, protecting, uncovering, test opening, and cleaning manholes and valve boxes within the project limits; rolling; and for all labor supervision, tools, equipment, materials, supplies, and incidentals necessary to complete the work.

The contract unit price for "Sweeping and Clean Up" by the square yard shall include all costs associated with removal and disposal of loose aggregate during the first cleanup including all equipment, traffic control, and incidentals necessary to complete the work.

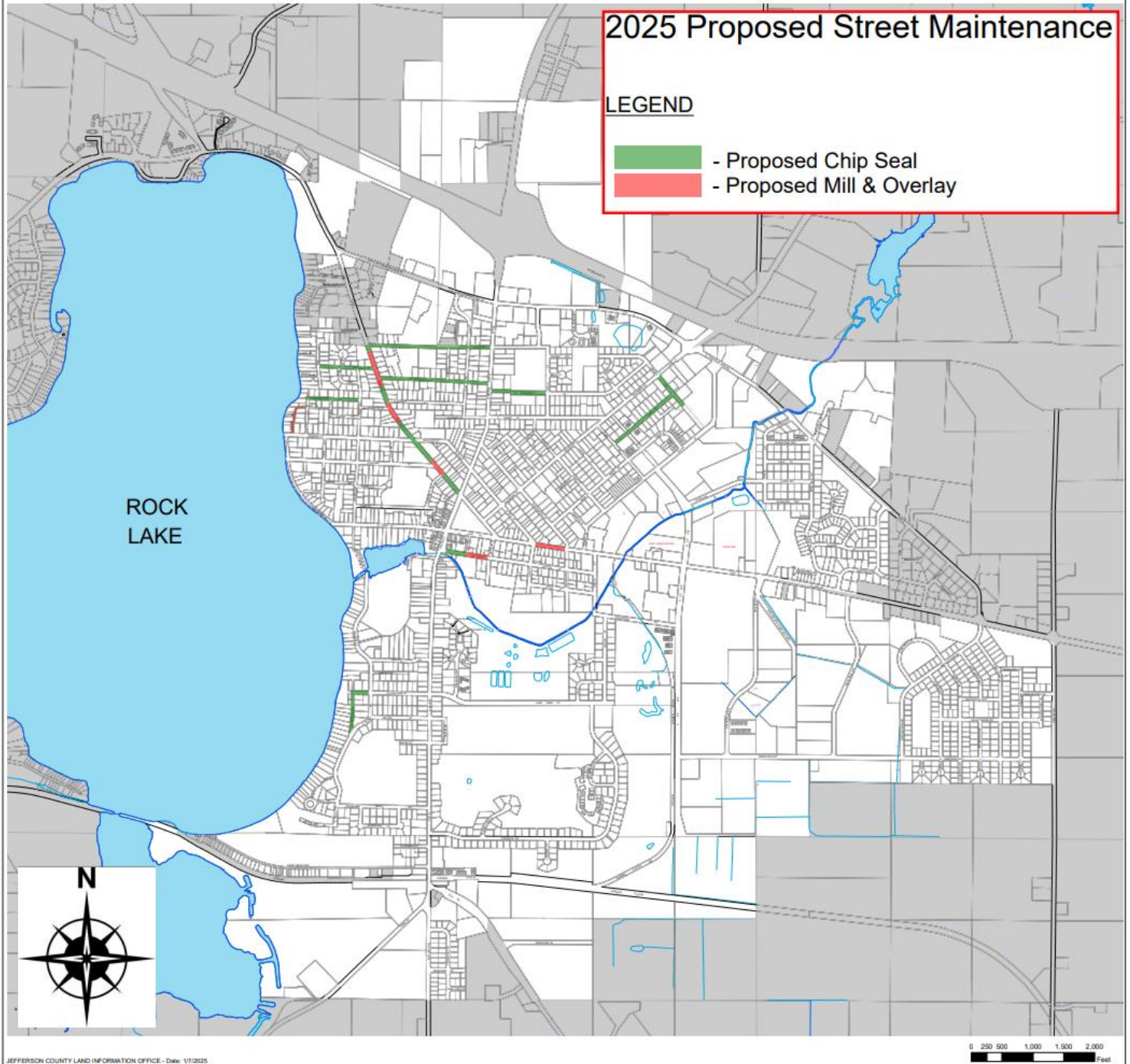
Mobilization shall be incidental to the unit price bid for Chip Seal.

Any changes or requests for changes that materially alter this Contract must be authorized in writing and executed by the Contractor and the City, as a Change Order, in advance of any modifications to the specifications or performance of this Contract.

**(Remainder of page intentionally left blank. See attachment on following page.)**

# 2025 Chip Seal and Mill and Overlay Areas

## City of Lake Mills



(End of Section)

## BID

Bids to be received until 10:00 p.m., Tuesday, March 20, 2025.

To: City of Lake Mills  
200D Water Street  
Lake Mills WI 53551

The undersigned, having familiarized him/herself with the local conditions affecting the cost of the work and with the contract documents, including the Advertisement to Bid, Instruction to Bidders, General Conditions, Specifications, Bid Form, issued and on file in the office of the City Clerk and the office of the Director of Public Works of the City of Lake Mills, Wisconsin, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, necessary tools, materials, and/or expendable material, all utility and transportation services and appurtenances necessary to perform and complete in a workmanlike manner all the work required and as called for in the following bid in connection with the construction of:

CONTRACT NO. LM 3-25  
CHIP SEAL MAINTENANCE  
LAKE MILLS, WISCONSIN

In and for the City of Lake Mills, Wisconsin, all in accordance with the plans and specifications on file, issued thereto for the following prices.

If the undersigned is notified of the acceptance of this proposal within 20 days after the date of opening the bids, the undersigned agrees to execute a contract for the required work for the compensation stated in the foregoing proposal schedule, within 10 days after the Notice of Award of the contract.

The undersigned agrees to start the work within five days after the execution of the contract by all parties, unless otherwise directed by the Director of Public Works.

There is enclosed with this proposal a (certified check), (bid Bond), (cash), in the sum of:

\$\_\_\_\_\_ equal to 5% of the Bid.

Bidder has examined and carefully studied the Bidding Documents and the following addenda are hereby acknowledged:

\_\_\_\_\_  
Date Addendum Number

Bidder 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.

I hereby certify that all statements herein made on behalf of

---

(Name of Corporation, Limited Liability Company, Partnership, or Individual - select one)

a Corporation organized and existing under the laws of the State of \_\_\_\_\_;

a Limited Liability Company organized and existing under the laws of the State of \_\_\_\_\_;

a partnership consisting of \_\_\_\_\_;

or an individual trading as \_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_, that I have full

authority to make such statements and submit this proposal in (its) (their) (my) behalf.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Wisconsin  
My commission expires: \_\_\_\_\_

I have read the above and foregoing statements made on behalf of \_\_\_\_\_  
\_\_\_\_\_ and hereby state under oath that such statements are true and correct.

Dated on \_\_\_\_\_ at \_\_\_\_\_.

Signature \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Wisconsin.  
My commission expires: \_\_\_\_\_

**BID FORM**  
**CITY OF LAKE MILLS – CONTRACT NO. LM 3-25 CHIP SEAL MAINTENANCE**

BID DATE: March 20, 2025

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Chip Seal w/ Granite Chips	38,000	SY		
2.	Sweeping and Clean Up	38,000	SY		

Computed Total Bid Contract LM 3-25 (Items 1 through 2)

\_\_\_\_\_ DOLLARS  
(Words)

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

SUBMITTED BY: \_\_\_\_\_

**CONTRACT IS TO BE COMPLETED BY NO LATER THAN SEPTEMBER 12, 2025.**

Executed at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025

By \_\_\_\_\_  
(Company)

Title \_\_\_\_\_  
(Owner, Partner or Corporate Officer)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Federal I.D. No.)

**(End of Section)**

# INFORMATION SHEET

The Points of Difference where the proposal does not comply with the specifications are listed as follows

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings present.

**(End of Section)**



## INFORMATION SHOWING QUALIFICATIONS OF BIDDER

The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows: (Write first name in full). If a partnership or corporation, give the names and address of all partners or officers:


The contractor also states on the line below, if a corporation, the name of state in which incorporated and the date of said incorporation.

--	--

The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except (give full name and addresses):


The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him/her:

FACILITIES: Owned and available for immediate use on the proposed work the following plant and equipment:

ABILITY: That he or they have performed the following work (give location, kind, size or cost, and reference to name and address of client and engineer):

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following (give name, business and address):

Signature of Contractor:

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

Title: \_\_\_\_\_

**(End of Section)**

## **LISTING OF SUB-CONTRACTORS**

The undersigned offers the following information relative to the sub-contractors he/she intends to use on this contract if such be awarded to him/her.

1. Description of Work to be Sublet:

Name and Address of Subcontractor:

2. Description of Work to be sublet:

Name and Address of Subcontractor:

3. Description of Work to be sublet:

Name and Address of Subcontractor:

4. Description of Work to be sublet:

Name and Address of Subcontractor:

Signature of Bidder:

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

Title: \_\_\_\_\_

**(End of Section)**

## AFFIDAVIT OF NON-COLLUSION

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

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

I hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Title

(Seal)

Company

**(End of Section)**

**(Sample)**  
**AGREEMENT FOR CHIP SEAL MAINTENANCE**  
**LAKE MILLS, WISCONSIN**  
**CONTRACT LM 3-25**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the City of Lake Mills, a Wisconsin Municipality located in Jefferson County, WI (hereinafter called the OWNER) and \_\_\_\_\_ (hereinafter called the Contractor), a domestic corporation located at \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, Contractor, represents it has the knowledge, trucks, equipment and personnel necessary to accommodate such crack filling and chip seal maintenance and site traffic control .

The OWNER and CONTRACTOR agree as follows:

1. The contract consists of this agreement, general conditions, general requirements, drawings, specifications, and addenda issued prior to the execution of this Agreement and Modifications issued after this Agreement; these form the contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein.
2. The Contract represents the entire integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in item number 8.
3. The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, if any.
4. The date of commencement of the Work shall be the date fixed in the Notice to Proceed issued by the Owner but no earlier than July 14, 2025 unless the asphalt patching contractor is complete with summer patching on Streets to be Chip Sealed and the weather conditions allow work prior to that date. **The Contractor shall achieve Substantial Completion entire Work not later than the September 12, 2025.**
5. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) subject to any approved change orders. The Contract Sum is based upon the unit prices of the bid received.
6. Based upon applications for payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the

Contract Documents. The period covered by each application for payment shall be one calendar month ending on the last day of the month. Provided that an application for payment is received by the Owner not later than the first day the month, the Owner shall make payment to the Contractor not later than the last day of the same month. If an application for payment is received by the Owner after the application date set above, payment shall be made 45 days after the Owner receives the application for payment. Each application for payment shall be based on the recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be use as a basis for reviewing the Contractors application for payment.

7. The Owner's Representative is:

Drake Daily  
City Manager  
City of Lake Mills  
200D Water Street  
Lake Mills, WI 53551

The Contractor's Representative is:

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

8. The Contract Documents, except any Modifications issued after execution of this Agreement, are enumerated as follows:

- a. Advertisement to Bid
- b. Instructions to Bidders
- c. General Conditions
- d. Specifications
- e. Bid
- f. Affidavit of Non-Collusion
- g. Performance and Payment Bonds
- h. Addendum

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor and the remaining two to be returned to the Owner.

This agreement shall benefit and shall be binding upon the respective parties to the agreement and their successors and assigns.

Entered in the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

By \_\_\_\_\_  
Drake Daily, City Manager, City of Lake Mills WI

Attest: \_\_\_\_\_

By \_\_\_\_\_

Attest: \_\_\_\_\_

**(End of Section)**