

ROAD WORK PROPOSAL

TOWN OF ROME, ADAMS COUNTY

TYPE OF WORK: Asphaltic Pavement on Romans Way and Transfer Site Driveway

Bids are due on: Thursday, February 10th at 11:00 am

This proposal, submitted by the undersigned bidder to the Town of Rome, is in accordance with the advertised request for proposals. The bidder is to furnish and deliver all materials, and to perform all work for the improvement of the designated project in the time specified, in accordance with the appended Proposal Requirements and Conditions.

Proposal guaranty required, \$ _____ (*attach proposal guaranty or bid bonding equal to 5% of bid*).

Payable to: Town of Rome
1156 Alpine Drive
Nekoosa, WI 54457

All bids for public works projects shall be accompanied by a certified check or a bid bond equal to at least 5% of the bid, payable to the Town of Rome, as a guarantee that if the bid is accepted the bidder will execute and file the proper contract and bond within the time established by the Town. If the successful bidder files the contract and bond, upon the execution of the contract by the Town, the check shall be returned. In the event the successful bidder fails to file such contract and bond, the amount of the check or bid bond shall be forfeited to the Town as liquidated damages.

This certifies that the undersigned bidder, duly sworn, is an authorized representative of the firm named above; that the bidder has examined and carefully prepared the bid from the plans, specifications and the Town road construction ordinance and has checked the same in detail before submitting this proposal or bid. The bidder or agents, officer, or employees certify that they have not, either directly or indirectly, entered into any agreement, participated in any collection, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Subscribed and sworn to before me this date: _____

Signature, Notary Public

Bidder Signature

Print Name, Notary Public

Print Bidder Name

Date Commission Expires

Bidder Title

SPECIAL PROVISIONS

ASPHALTIC PAVEMENT PROJECT

1. Scope of Work: The work under this contract shall consist of fine grade existing road base and paving a 22' wide by 2.5" thick asphalt mat. Responsible for all traffic control.

Romans Way from Apache Avenue south 215'
Transfer Site Driveway from Romans Way west 660'
2. Hot Mix Asphaltic Pavement: The hot mix shall be Wisconsin DOT approved 4 LT 5828S Mix design. Mix will be placed with a paver and rolled for compaction. Mix will be placed at a compacted thickness of 2-1/2 inches and width listed.
4. Quantities: The Town reserves the right to adjust proposed quantities. The contractor shall bill the Town for actual material used but shall be no more than ten per cent (10%) higher than the quantity estimated in the submitted bid without prior Town approval.
5. Completion date shall be October 1, 2022. A penalty shall be imposed of \$500.00 for each day beyond completion date that the project is completed. The contractor may apply to the Town Board for a waiver of such penalty if the delay was the result of unexpected, extraordinary weather conditions, or other conditions that were out of the contractor's control.
6. Insurance: No contractor shall commence work under this contract until he has obtained all insurance required under this paragraph.

General Liability

\$2,000,000 General Aggregate
\$2,000,000 Products
\$1,000,000 Personal and Advertising
\$1,000,000 Each Occurrence
\$50,000 Fire Damage
\$5,000 Medical Expense

Worker's Compensation and Employer's Liability

\$100,000 each accident
\$500,000 Disease-Policy limit
\$100,000 Disease-each employee

Automobile Liability

\$1,000,000 Combined Single Limit

Property Damage

\$1,000,000 Property Damage

Umbrella Liability

\$2,000,000 Minimum Limit Each Occurrence
\$2,000,000 Aggregate Limit
\$10,000 Maximum Self Retention

Performance Bond: The prime contractor shall provide the Town with a payment and performance bond in the amount of contracted price Section 779.14 (1) (s) Wis. Stats. An irrevocable letter of credit may be substituted for payment in lieu of payment and performance bond.

7. Subcontractor: If the contract price exceeds \$30,000 as indexed in Section 779.25 (1) (s) Wis. Stats., the prime contractor agrees, to the extent practicable, to maintain a list of all subcontractors, suppliers and service providers performing, furnish or procuring labor, services, materials, plans, or specification under the contract. (Sec. 779.14 (1e) (b) Wis. Stats.)

The Town of Rome may direct payment to subcontractors or may pay the prime contractor with checks that are payable to the prime contractor and to one or more subcontractor Section 779.14 (1m) (d) Wis. Stats.).

8. Liability: The prime contractor shall be solely responsible for all liability associated with the contractor's performance of the project. The prime contractor agrees to indemnify the Town of Rome for any liability that may be imputed to the Town associated with the prime contractor's performance of the project.

Other requirements:

By submitting a bid for this project, the prime contractor agrees to do the following:

- a. Pay all claims for labor, service, materials, plans, or specifications performed, furnished, procured, used, or consumed that pertain to the public work Section 779.14 (1e) (a) Wis. Stats.)
- b. Comply with all requirements of Chapter 320 Streets and Sidewalks of the Town of Rome Code as well as any applicable federal and state regulations.
- c. Perform work on the project in a safe, good and workmanlike manner.

Romans Way

Asphaltic Pavement _____ Tons _____ Unit Cost _____ Total Price

Driveway

Asphaltic Pavement _____ Tons _____ Unit Cost _____ Total Price

Total bid \$ _____ .

The Town of Rome reserves the right to alter the tonnage based on budgetary or other constraints.

The Town reserves the right to reject any and all proposals and to accept the proposal most advantageous to the Town, even if that proposal is not the lowest in cost. All proposals will become the property of the Town of Rome and are subject to Wisconsin Open Records Statutes. Any and all costs incurred in preparing and submitting a response for estimate are the sole responsibility of the submitting firm.