

Village of Lomira
Dodge County
Wisconsin

**SPECIFICATION MANUAL
AND BID FORMS**

CONTRACT NO. 2025-1

Project: 2025 Acorn Street

BID DATE: April 9th, 2025

AWARD DATE:

NOTICE OF AWARD DATE:

NOTICE TO PROCEED DATE:

www.villageoflomira.gov/project-bid

LOMIRA

LIST OF OFFICIALS

VILLAGE OF LOMIRA
DODGE COUNTY, WISCONSIN

VILLAGE PRESIDENT

Donald Luedtke

DIRECTOR OF PUBLIC WORKS

Nick Roskopf

VILLAGE ADMINISTRATOR

Jenna Rhein

VILLAGE ATTORNEY

Richard Manthe, Stafford Rosenbaum LLP

VILLAGE TRUSTEES

Joey Jewell

Eric Kohlmann

Donald Luedtke

Gary More

Jessica Loomans

Jennifer Priesgen

Rebecca Alf

ADVERTISEMENT FOR BIDS

VILLAGE OF LOMIRA Contract 2025-1

OWNER: The Village of Lomira acting through its Village Board, hereby gives notice that sealed bids will be received for the following described project:

PROJECT: Repave Acorn Street from Richard Street west 860 ft. to Third Street. The work shall consist of removing existing surface asphalt pavement, fine grade, water and compaction of approximately 3,440 yd².; Constructing 2.25" thick asphaltic binder, type 0.3 (lower layer) and 1.75" thick of hot mix asphaltic, type 0.3 (upper layer).

Excess material will be hauled to a site designated by the Director of Public Works within the Village limits.

This work will be partially funded under the Wisconsin DOT Local Road Improvement Program (LRIP). An engineer's certification will be required for the project.

Project may commence anytime between May 1 and October 1, with a 30-day working period to complete once started.

TIME: Sealed bids will be received until 1:00 p.m., local time, on Wednesday, April 9th at the Lomira Municipal Complex, 425 Water Street, Lomira, Wisconsin 53048, at which time and place all bids will be publicly opened and read aloud.

BIDS: All bids shall be addressed as Project 2025 Acorn Street, Attention: Nick Roskopf, Directors of Public Works, 425 Water Street, Lomira, Wisconsin 53048. Bids shall be sealed and shall have the name and address of the bidder and the contract for which the bid is being submitted on the outside of the envelope. All bidders shall bid in accordance with and upon the Bid Forms included in the contract documents.

EXAMINATION OF CONTRACT DOCUMENTS: The contract documents are available for inspection at www.villageoflomira.gov/project-bid. Contact Nick Roskopf at 920-269-8155 for more information.

PROCUREMENT OF CONTRACT DOCUMENTS: Copies of the contract documents may be obtained from www.villageoflomira.gov/project-bid or email nroskopf@villageoflomira.gov. The OWNER will not be responsible for partial sets of documents obtained from any other source.

BID SECURITY: No bid shall be received unless accompanied by a certified check or satisfactory bid bond payable to the Village of Lomira in an amount not less than 10% of the maximum bid as guarantee that, if the bid is accepted, the bidder will execute and file the contract, performance/payment bonds and insurance certification, as required by the contract documents, within ten (10) days after the Notice of Award.

BID REJECTION: The OWNER reserves the right to reject any and all bids, waive any informalities in bidding or to accept the bid or bids which best serves the interests of the Village of Lomira.

WITHDRAWAL OF BIDS: No bid shall be withdrawn for a period of 90 days after the scheduled opening without consent of the OWNER.

GOVERNING LAWS AND REGULATIONS: The contract letting shall be subject to the provisions of Sections 66.0901, and 779.14 of the Wisconsin Statutes.

Nick Roskopf, Director of Public Works

Published by the authority of the Village of Lomira acting through its Village Board.

VILLAGE OF LOMIRA
Dodge County, Wisconsin

Dates: March 13th published Dodge County Pioneer
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March 6th published www.villageoflomira.gov

Acorn Street, Village of Lomira, Dodge County, Wisconsin



VILLAGE OF LOMIRA

BID FORM

2025

Acorn Street

2025 Acorn Street repavement					Unit	Total
1	Mobilizations	LS	1	\$	\$	
2	All erosion control items, install, maintain, remove. Complete if needed.	EACH	1	\$	\$	
3	Traffic control if needed.	EACH	1	\$	\$	
4	Remove asphalt pavement	SY	3,440	\$	\$	
5	Proof roll excavated area	EACH	1	\$	\$	
6	Asphaltic concrete binder pavement, 3 LT 58-28 S, 2.25-inch thick, Complete.	SY	3,440	\$	\$	
7	Asphaltic concrete surface pavement, 4 LT 58-28 S, 1.75-inch thick, Complete.	SY	3,440	\$	\$	
	Total -				\$	

PROPOSAL

If the undersigned is notified of the acceptance of this proposal within 30 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 scheduled, within 15 days after the Notice of Award of Contract, on the forms included in the contract documents attached hereto.

The undersigned agrees, to start work within 90 days after the execution of the contract by all parties, unless otherwise directed by the Village Director of Public Works. The undersigned agrees, **if awarded the Contract, to complete the work within 30 days of commencement.**

CONTRACTOR and the VILLAGE recognize that time is of the essence of this Agreement and that the VILLAGE will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the VILLAGE if the Work is not completed on time. Accordingly, instead of requiring any such proof, the VILLAGE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the VILLAGE \$500.00 for each day that expires after the time specified above until final completion of the Work. I hereby certify that all statements herein made on behalf of:

(Name of Business) _____.

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

Signature _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 20_____

Notary Public
My Commission Expires: _____

_____ County, State of Wisconsin

{ SEAL }

INSTRUCTIONS TO BIDDERS

1. Applicability

1.1 These Instructions to Bidders shall apply to all contracts to be awarded for the work covered by these contract documents.

2. Contracts

2.1 The contracts to be awarded for work covered by these contract documents are described in the Advertisement for Bids and General Requirements.

3. Documents

3.1 Copies of the contract documents may be obtained from the Village of Lomira, Dept. of Public Works, 425 Water Street, Lomira, Wisconsin 53048. Email preferred.

4. Examination of Contract Documents & Site

4.1 Before submitting a bid, each bidder must (a) examine the contract documents thoroughly, (b) visit the site to familiarize themselves with the local conditions that may in any manner affect work performance, (c) familiarize themselves with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate their observations with the requirements of the contract documents.

4.2 Reference is made to the General Requirements of the specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the OWNER in preparing the drawings and specifications. The OWNER shall make copies of such surveys and reports available to any bidder requesting them. Before submitting a bid each bidder will, at their own expense, make such additional surveys and investigations as they deem necessary to determine their bid price for performance of the work within the terms of the contract documents.

4.3 The submission of a Bid will constitute an incontrovertible representation by the bidder that they have complied with every requirement of this Article 4.

5. Interpretations

5.1 All questions about the meaning or intent of the contract documents shall be submitted to the OWNER in writing. Replies shall be issued by addenda mailed or delivered to all parties recorded by the OWNER as having received the bidding documents. Questions received less than 5 days prior to the date for opening bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. Bid Form

6.1 The Bid Form is included in the project manual. The Bid Form shall be completed in ink or by typewriter. The bid price for each item on the form must be in writing and in figures, and in case of conflict, the former shall apply. Where unit prices are called for, each of these items must be filled in. All computations on unit price bids shall be checked by the OWNER and corrections made where an error is found. The corrected figures shall be used to determine the total of that bid.

6.2 The furnished Bid Form must be sealed. The Bid Form or other pages must not be removed or separated from the bound copy of the contract documents. The bidder shall acknowledge the receipt of all addenda issued in the space provided in the Bid Form. All addenda shall be returned with the bid.

6.3 Each bid must be accompanied by proper bid security and any other information required by the Bid Form and/or these Instructions to Bidders.

6.4 Bidders, when signing the Bid Form, shall meet the following requirements:

6.4.1 Corporation: Executed in the corporate name and signed by the president, vice president or other authorized agent, with the corporate seal affixed and attested by the secretary. The corporate address and state in which incorporated must be shown below the signature.

6.4.2 Firms or Partnerships: Executed in the partnership name and signed by a partner or authorized agent. Title and the official address of the partnership must be shown below the signature.

6.4.3 Individuals: Executed and signed by the individual bidder or agent. Bids which are signed by an attorney-in fact for individuals, firms, partnerships or joint ventures shall be accompanied by a power-of-attorney evidencing authority to sign the bid.

6.4.4 All names must be typed or printed below the signature.

7. Bid and Contract Security

7.1 A certified check, bank cashier's check or satisfactory bid bond in the amount stated in the Advertisement For Bids payable to the OWNER, shall accompany each bid as a guarantee, that if the bid is accepted, the bidder will execute and file the contract, performance/payment bonds and certification of insurance, as required by the contract documents, within 15 days after the Notice of Award of contract by the OWNER.

7.2 The bidder to whom a contract is awarded shall be required to furnish performance/payment bonds as set forth in Article 5 of General Conditions. The bonds shall be executed on forms furnished in the contract documents by a surety company licensed to do business in the State of Wisconsin and acceptable as surety to the OWNER. Each bond shall be accompanied by a "Power-of-Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.

7.3 If the bidder fails to execute the contract, furnish the performance/payment bonds and the certification of insurance, as required by the contract documents, the amount of the check or bid bond submitted with the bid shall be forfeited as liquidated damages.

8. Return of Bid Security

8.1 The bid security of any bidder, whom the OWNER believes to have a reasonable opportunity of receiving the award, may be retained by the OWNER until the successful bidder files the executed contract, contract security and certification of insurance with the OWNER in accordance with the contract documents.

9. Time of Completion

9.1 The contract shall be considered completed when all work called for by the contract documents has been completed and accepted by the OWNER.

10. Submission of Bids

10.1 Bids shall be submitted at the time and place indicated in the Advertisement For Bids. Bids shall be in an opaque, sealed envelope and shall be marked with the bidder's name and address, the name of the OWNER and the project title and the contract name and number or names and numbers for which **the bid is presented.**

10.2 Bid security and other documentation required by the contract documents shall accompany the bid.

11. Unit Prices

11.1 Unit prices are required in the bid form. The bidder shall bid on all units listed. The OWNER reserves the right to use these unit prices should extra work be necessary, or to proceed with extra work as stated in the General Conditions.

12. Combination of Bids

Not Applicable

13. Withdrawal of Bids

13.1 Bids may be withdrawn at any time prior to the time of bid opening. Any bid withdrawn prior to the bid opening may not be resubmitted. No bid may be withdrawn after the bid opening for the period of time indicated in the Advertisement For Bids, except as permitted under Section 66.25(5) Wisconsin State Statutes.

14. Subcontractors

14.1 Bidders are required to list their proposed subcontractors in the space provided in the Bid Form in accordance with the latest requirements of Section 66.0901, Wisconsin Statutes.

14.2 The OWNER reserves the right to reject the use of any proposed subcontractor without increasing the bid prices.

14.3 The bidder shall not be required to employ any subcontractor against whom they have reasonable objections.

15. Major Equipment Items

Not applicable

16. Equipment Data

Not Applicable

17. Substitutions

17.1 The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

17.2 No substitution will be considered prior to receipt of bids unless written request for approval has been received by the OWNER at least 10 days prior to the date for receipt of bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the work, including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The OWNER's decision of approval or disapproval of the proposed substitution shall be final.

17.3 No substitutions will be considered after the contract award, unless specifically provided in the contract documents.

18. Qualifications of Bidder

18.1 The OWNER may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the OWNER all such information and data as may be requested for this purpose. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the contract and complete the work as described by the contract documents. Conditional bids shall not be accepted.

18.2 Before a contract is awarded, the bidder to whom an award is contemplated may be required to submit the following information:

18.2.1 The address of and description of the bidder's plant or permanent place of business.

18.2.2 An itemized list of the bidder's plant and equipment.

18.2.3 A financial statement of the bidder indicating financial resources to meet any obligations arising from the work.

18.2.4 A list of projects similar in nature which have been satisfactorily constructed by the bidder.

18.2.5 A listing of technical experience of personnel guaranteed to be employed in responsible charge of the work.

18.2.6 Such additional information as will satisfy the OWNER that the bidder is adequately prepared to fulfill the contract.

18.3 Similar information may be required from any proposed subcontractor or equipment manufacturer should the OWNER feel that such information is necessary to determine which bid will be in the best interest of the OWNER.

19. Right to Accept Or Reject Bids

19.1 The OWNER reserves the right to reject any or all bids, to waive any irregularities or informalities in the bids, to disregard all non-conforming or conditional bids and to accept any bid which will best serve the interests of the OWNER, all subject to the requirements of applicable federal procurement regulations.

19.2 A bid which has not been prepared in accordance with these instructions or which does not contain an adequate and reasonable bid or unit price for each item in the Bid Form may be considered irregular and subject to rejection.

19.3 Errors in extension of unit prices will be corrected providing the unit price is legible and found to be in compliance with the specifications. The total bid will be adjusted in accordance with the corrected extensions.

20. Award of Contract

20.1 The bid opening shall be as stated in the Advertisement For Bids. No awards shall be made until the bids opened can be compared, tabulated and reviewed by the OWNER. Contract award shall be by OWNER action and the bidder to whom the award will be made will be notified by the OWNER at the earliest possible date.

20.2 Contract(s) shall be awarded to the lowest responsive responsible bidder. On unit price contracts, the low bidder will be determined by the total of the unit prices extended by the estimated number of units indicated in the Bid Form. On lump sum contracts, the low bid shall be the low base bid.

20.3 The OWNER shall compare bids on the following basis:

20.3.1 The lowest total of base bid items for each individual contract.

20.3.2 The total of individual bids for each contract versus any combination of combined bids and individual bids depending upon bids received.

20.4 The OWNER reserves the right to give responsible weight to:

20.4.1 Cost of operation, maintenance and repairs and rate of depreciation.

20.4.2 The probability of the contract being carried to a successful completion within the time specified, with the means, methods and equipment the bidder proposes to use.

20.4.3 The extent of the bidder's experience with work of the nature involved.

20.5 The OWNER reserves the right to award the contracts to the lowest individual bidder or any combination of bidders, whichever may be to the OWNER'S best interest.

21. Governing Laws — State of Wisconsin

21.1 The bidder shall herewith take notice that all State of Wisconsin Statutes, municipal ordinances and regulations, and the rules and regulations of all authorities having jurisdiction over the construction of this project shall apply to all contracts throughout, and they shall be deemed to be included in all contracts as though written out in full and if referred to, shall be interpreted to mean the most recent on record regardless of the designation used in the contract documents.

21.2 All work under these contract documents shall be in accordance with the requirements of the Rules of the Department of Commerce, Safety and Health, Wisconsin Administrative Code, Ind. 90.

21.3 The bidder shall investigate the statutory requirements for payment of Sales Taxes and shall include the cost of payments in the bid prices in the Bid Form.

END OF SECTION

STATEMENT OF UNDERSTANDING:

Having carefully examined the site of the proposed work; being fully informed of the conditions to be met in the prosecution and completion of this work; having read and examined the contract documents and any drawings applicable to this work; agreeing to be bound accordingly; the undersigned proposes to furnish all necessary labor, materials and equipment to complete the construction indicated in the specifications and any related drawings to include all described incidentals for the unit price listed. The CONTRACTOR's bid price shall include all applicable taxes.

STARTING AND COMPLETION:

If awarded Contract 2025-1, It is anticipated that the Notice to Proceed will be issued on or about May 1, 2025. The bidder further agrees to complete all work to the point of final acceptance by the OWNER, and to the point of FINAL COMPLETION within 30 days of commencement.

LIQUIDATED DAMAGES:

The CONTRACTOR further agrees to pay liquidated damages for each consecutive calendar day after the date of final completion that the work is not complete and to the satisfaction of the OWNER and ENGINEER. The amount of liquidated damages will be equal to the amount of monetary damage the OWNER is sustaining as a result of the project not being completed, which will include all professional and administrative costs.

In the alternative, at the option of the OWNER, the OWNER may invoke liquidated damages in the amount of five hundred dollars (\$500.00) per day for each unexcused day of delay by the CONTRACTOR. The alternative shall be at the sole option and discretion of the OWNER.

BID SECURITY

Accompanying this Bid is a _____ (certified check, bid bond, etc.) in
the amount of _____ & no/100 Dollars (\$ _____)
(words) (figures)

as required by the Advertisement For Bids.

If awarded this contract, the payment/performance bonds required by the contract documents
will be provided by:

(name of surety)

(city) (state)

(agent) (telephone)

CONTRACT NO. 2025-1
(continued)

CONTRACTOR CERTIFICATION:

I hereby certify that all statements herein are made on behalf of _____
(name of corporation, partnership or person submitting bid) a corporation organized and existing
under the law of the State of _____, a partnership consisting of _____
_____, an individual trading as _____, of the City of _____
, State of _____ that I have examined

_____ and carefully prepared this Bid Form from the specifications and plans and have checked the same in detail before submitting this Bid Form; that I have full authority to make such statements and submit this Bid Form in (its) (their) behalf; and that said statements are true and correct.

COMPANY NAME: _____

Authorized Signature: _____

Title (If applicable): _____

Street Address: _____

P.O. Box _____

City/State/Zip Code: _____

CONTACT NAME: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Sworn and subscribed to before me this _____ day of _____, 20 _____

(Notary Public)

_____ County, _____ (State)

My commission expires: _____ **[Stamp / Seal]**

(Bidders should not add any conditions of qualifying statements to this proposal as the proposal may be declared irregular as being not responsive to the Advertisement For Bids.)

Notarial Acknowledgement — Attorney in Fact

STATE OF _____

} S.S.

County of _____

On this _____ day of _____, before me,

_____ a Notary Public in and for said

_____ County, State aforesaid, residing

therein, duly commissioned and sworn, personally appeared _____

known to me to be the person whose name is subscribed to the within instrument as the

attorney in fact of _____ and acknowledged

to me that he subscribed the name of _____ thereto

as surety, and his own attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at

my office in said county of _____ the day and

year in this certificated first above written.

Notary Public in and for the county of _____

State of _____

My commission expires _____

**FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____, in the Year 2025 by and between:

VILLAGE OF LOMIRA
Dodge County, Wisconsin
(hereinafter call OWNER) and

COMPANY
(hereinafter called CONTRACTOR)

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 WORK

1.1 CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

Contract No. 2025-1

Article 2 CONTRACT TIME

2.1 The work shall be to the point of final completion and ready for final payment in accordance with paragraph 14.07 of the General Conditions by October 30, 2025.

2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this agreement and that OWNER will suffer financial loss if the work is not complete within the time specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Should the contract not be completed in the prescribed time allotment, the OWNER shall document the damages actually caused by the untimely completion of the work. Damages shall be deducted from the contract by the OWNER after the project has been completed.

2.3 In the alternative, at the option of the OWNER, the OWNER may invoke liquidated damages in the amount of Five Hundred and no/100 Dollars (\$500.00) per day for each unexcused day of delay by the CONTRACTOR. The alternative shall be at the sole options and discretion of the OWNER.

Article 3 CONTRACT PRICE

3.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the contract documents in current funds as follows:

Contract No. 2025-1

\$XXX.XX

Article 4 PAYMENT PROCEDURES

4.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the OWNER.

4.2 Progress Payments. OWNER shall make progress payments on account of the contract price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER/ARCHITECT, on or about the last day of each month during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

4.3 Final Payment. Upon final completion and acceptance of the work, in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the contract price as recommended by ENGINEER / ARCHITECT as provided in said paragraph 14.07.

Article 5 INTEREST

5.1 All moneys not paid when due hereunder shall bear interest at the legal rate established by state law (state law of the project site) as applicable to money judgments.

Article 6 CONTRACTOR'S REPRESENTATIONS

6.1 In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

6.1.1 CONTRACTOR has familiarized themselves with the nature and extent of the contract documents, work, locality, and with local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

6.1.2 CONTRACTOR has given OWNER written notice of all conflicts, errors, or discrepancies that the CONTRACTOR has discovered in the

contract documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

Article 7 CONTRACT DOCUMENTS

7.1 The contract documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this agreement, made a part hereof and consist of the following:

7.1.1 This entire Agreement.

7.1.2 Exhibits to this Agreement.

7.1.3 Performance / Payment Bonds

7.1.4 Notice of Award, Notice to Proceed, Application for Payment, Certificate of Payment, Change Order

7.1.5 General Conditions

7.1.6 Supplementary Conditions

7.1.7 Specifications for Contract No. 2025-1 including special provisions

7.1.8 Drawings, consisting of sheet number 1,
Project: Acorn Street

7.1.9 CONTRACTOR' s Bid and Certification.

7.1.10 Any modification, including change orders, duly delivered after the execution of agreement.

7.2 There are no contract documents other than those listed above in this article 7. The contract documents may only be altered, amended or repealed by a modification (as defined in Section 1 of the General Conditions).

Article 8 MISCELLANEOUS

8.1 Terms used in this agreement which are defined in Article 1 of the General Conditions shall have meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written

consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys 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.

8.3 OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

Article 9 OTHER PROVISIONS

9.1 IN WITNESS WHEREOF, the parties have signed this agreement in duplicate. One (1) counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the contract documents have been signed or identified by OWNER and CONTRACTOR on their behalf.

This Agreement will be effective on _____.

OWNER:

VILLAGE OF LOMIRA
Dodge County, Wisconsin

CONTRACTOR:

COMPANY
ADDRESS OF COMPANY

By: _____
Nickolas Roskopf

Title: Director of Public Works

By: _____
(authorized signature)

Title:

[Corporate Seal]

[Corporate Seal]

Attest: _____

Attest: _____

Address for giving notices:

VILLAGE OF LOMIRA
425 Water Street
Lomira, WI 53048

Address for giving notices:

Approved As To Form:

Attorney For The Owner

CORPORATION CERTIFICATION

If the CONTRACTOR be a corporation the following certificate should be executed in accordance with the instructions on the following page.

_____ certify that I am
the _____ Secretary of the
_____ Corporation named as
CONTRACTOR hereinabove: that
_____ who signed the foregoing
contract on behalf of the CONTRACTOR, was then
_____ of said Corporation;
that said contract was duly signed for and in behalf of said
Corporation by authority of its governing body, and is within
the scope of its corporate powers.

Secretary

If the contract be signed by the secretary of the corporation, the above certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate there may be attached to the contract copies so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

The full name and business address of the CONTRACTOR should be inserted and the contract should be signed with the official signature. Please have the name of the signing party or parties typewritten or printed under all signatures to the contract.

If the CONTRACTOR should be operating as a partnership, a partner should sign the contract. If the contract be not signed by a partner there should be attached to the contract a duly authenticated power-of-attorney evidencing the signers' (signer's) authority to sign such contract for and in behalf of the partnership.

If the CONTRACTOR be an individual, the trade name (if the CONTRACTOR be operating under a trade name) should be indicated in the contract and the contract should be signed by such individual. If signed by one other than the CONTRACTOR, there should be attached to the contract a duly authenticated power-of-attorney evidencing the signer's authority to execute such contract for and in behalf of the CONTRACTOR.

CONSTRUCTION PERFORMANCE / PAYMENT BONDS

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

OWNER:

Village of Lomira
425 Water Street
Lomira, WI 53048

CONSTRUCTION CONTRACT

Date

Amount:

Repave Acorn Street from Richard Street west 860 ft. to Third Street. The work shall consist of removing existing surface asphalt pavement, fine grade, water and compaction of approximately 3,440 yd².; Constructing 2.25" thick asphaltic binder, type 0.3 (lower layer) and 1.75" thick of hot mix asphaltic, type 0.3 (upper layer).

Excess material will be hauled to a site designated by the Director of Public Works within the Village limits.

This work will be partially funded under the Wisconsin Department of Transportation Local Road Improvement Program (LRIP). An engineer's certification will be required for the project.

Project may commence anytime between May 1 and October 1, with a 30-day working period to complete once started.

BOND

Date: (Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond Form:

STATUTORY REFERENCE:

Section 779.14, WI Stats., as amended, is hereby incorporated herein by reference. If Section 779.14 shall be amended or renumbered, all such amendments or renumbering are incorporated herein by reference.

Performance Payment Bond Requirements

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the contract for correction of defective work and completion of the Construction Contract;

6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on the Performance Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the first page, including all Contract Document and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Construction Payment Bond Requirements

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimant, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 - 4.2.1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and \
 - 4.2.2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation under this Construction Payment Bond shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs.

If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the first page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions.

15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the first page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL
(Incorporated Contractor)

SURETY
Company: (Corp. Seal)

Company: _____

Signature: _____

Signature: _____

President: _____

Name and Title: _____

Attest: _____
Secretary

(CORPORATE SEAL)

CONTRACTOR AS PRINCIPAL
(Non-Incorporated Contractor)

SURETY
Company: (Corp. Seal)

Company' _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title. _____

Attest: _____

(NO CORPORATE SEAL)

NOTICE OF AWARD

Dated: _____

To: XXXXXXXX

Contract No. 2025-1

You are notified that your bid dated xxx, xx xxxx for the above contract has been considered. You are the apparent successful bidder and have been awarded a contract for Village of Lomira contract #2025-1.

The Contract Price of your contract is \$XXXXXXXXXXXXXXXXX

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award, that is by _____

1. You must deliver to the OWNER two (2) fully executed counterparts of the agreement Including all the contract documents.
2. You must deliver with the executed agreement the contract security (bonds) as specified in the Instructions to Bidders, General Conditions (paragraph 5.1) and Supplementary Conditions (Section 00800).
3. You must deliver insurance certification complying with the General Conditions and Supplementary Conditions (Section 00800) of the contract documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within 15 days after you comply with those conditions, one fully signed counterpart of the agreement with the contract documents attached will be returned to you.

OWNER:
VILLAGE OF LOMIRA
Dodge County, Wisconsin

(Authorized Signature)

(Title)

Witness: _____

NOTICE TO PROCEED

Dated:

To:

Contract No. 2025-1

You are notified that under the contract time that the date of Final Completion set forth in the Agreement is as follows _____ . You must start performing the work and other obligations under the contract document within 90 days of the date of this Notice to Proceed.

Before you may start any work at the site, you must deliver to the OWNER certificates of insurance, which you are required to purchase and maintain in accordance with the contract documents.

OWNER:

VILLAGE OF LOMIRA
Dodge County, Wisconsin

Authorized Signature

Date

APPLICATION FOR PAYMENT

PROJECT NAME: _____
CONTRACTOR: _____
CONTRACT NO.: _____
APPLICATION NO.: _____
APPLICATION DATE: _____
PERIOD FROM: _____ TO: _____

Application is made for payment in connection with the above contract.
The following documents are attached.

- Schedule Of Values
- Schedule of Unit Prices
- Inventory of Stored Materials

The present status of the account for this contract is as follows:

Original Contract	_____	Completed to Date	\$
Net Change Order	\$ _____	Retainage	% \$ _____
Current Contract Amount	\$ _____	Subtotal	\$ _____
		Previous Applications	\$ _____

AMOUNT DUE THIS APPLICATION \$ _____

The undersigned Contractor hereby swears, under penalty of perjury, that (1) All previous progress payments received from the Owner, on account of work performed under the contract referred to above, have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications For Payment under said contract, being Applications for Payment numbered 1 through _____ inclusive; and (2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated _____, 2025

By _____ (contractor) _____ (Printed name and title)

COUNTY OF _____ }SS
STATE OF _____

Before me on this _____ day of _____, 2025 _____ personally appeared before me, who being duly sworn, did depose and say that he/she is the _____ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Signature _____ Date _____
Notary Public
Printed name: _____
My commission expires: _____