

INSTRUCTIONS TO BIDDERS - PROPOSAL REQUIREMENTS

NOTICE TO CONTRACTORS

“The Advertisement for Bids” constitutes an official notice to Contractors stating the time and place for the submission of sealed proposals upon designated projects or proposed work. This notice will contain a description of the proposed work, instructions to bidders regarding proposal forms, proposal guaranty, plans, specifications and the reservation of the right of the Owner to reject any or all bids.

CONTENTS OF PROPOSAL FORMS

The owner will furnish bidders with proposal forms which will state the location and description of the contemplated construction, the estimated quantities of the various items of work to be performed and materials to be furnished, for which unit bid prices are asked. The proposal form will state the time in which the work must be completed, the amount of the proposal guaranty which must accompany the proposal, and will contain special provisions or requirements which vary from or are not contained in these specifications. All papers bound with or attached to the proposal forms are necessary parts thereof and must not be detached.

INTERPRETATION OF ESTIMATES

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct, but it is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications and it is understood that the quantities may be increased or diminished as hereinafter provided without in any way invalidating the unit bid prices.

EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, SITE OF WORK

The bidder is required to examine carefully the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of these specifications, special provisions, and contract. The submission of a proposal shall be prima facie evidence that the bidder has made such an examination.

Any information shown on the plans as to the soil or material borings or tests of existing materials is for the convenience of the Contractor.

The information is not guaranteed, and no claims for extra work or damages will be considered if it is found during construction that the actual soil or material conditions vary from those indicated by the borings.

PREPARATION OF PROPOSAL

The bidder must submit his proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given, and the bidder must state the prices (written in ink) for which he proposes to do each item of the work contemplated or furnish each item of the material required. In case of conflict between the unit price stated and the extension for that item, the unit price will govern.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation. The required signatures shall in all cases appear in the space provided therefore on the proposal.

REJECTION OF PROPOSAL

Proposals containing any omission, alterations of form, additions or conditions not called for, conditional or alternate bids unless called for, incomplete bids, or proposals otherwise regular which are not accompanied by a certified check or acceptable collateral will be considered irregular and may be rejected. The Owner reserves the right to waive technicalities as to changes, alterations, or reservations, and make the award to the best interest of the Owner.

PROPOSAL GUARANTY

Each separate proposal shall be accompanied by a certified check or acceptable collateral in the amount of five (5%) percent of the total amount bid, made payable to the Owner. A bid bond in lieu of a certified check will be acceptable.

DELIVERY OF PROPOSAL

Each proposal submitted shall be placed in a sealed envelope plainly marked with the project name, and name and address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless filed on before the time and at the place designated in the advertisement or instructions to bidders.

WITHDRAWAL OF PROPOSALS

Any bidder, upon his or his authorized representative's written request, will be given permission to withdraw his proposal not later than the time set for opening thereof. At the time of opening of the proposals, when such proposal is reached, it will be returned to him unread.

PUBLIC OPENING OF PROPOSALS

Proposals will be publicly opened and read on the date and at the hour and place set in the advertisement or notice to the Contractor. Proposals received after the time set for the opening will be returned to the bidder unopened.

COMPETENCY OF BIDDERS

Each bidder shall furnish the Owner with satisfactory evidence of his competency to perform the work contemplated. The Owner reserves the right to reject a bid if the bidder has not submitted a statement of his qualifications prior to the date of the opening of the bids.

PUBLIC WORKS CONTRACT WAGE RATE PROVISION

The bidder's attention is called to the requirements, stated in the General Specifications section of Legal Relations, that the Contractor submit a certified copy of his payroll upon demand of the City at any time during the life of the contract.

The bidder shall note that under Wisconsin Statutes Subsection 66.0903(3)(f) a copy of the wage rates

determination issued for this project must be posted in at least one conspicuous and easily accessible place at the site of the project. It shall be the responsibility of the successful bidder under this contract to make such posting as required above. Each contractor shall be fully responsible for providing a copy of the prevailing wage rates to each of his subcontractors on this project.

A copy of the prevailing wage rates is attached to these specifications or can be examined at the Office of the City Clerk, Fond du Lac, Wisconsin.

Any dispute and/or controversy regarding the proper classification of any laborer, worker or mechanic employed on this project shall be referred to the Department of Commerce (DOC) for final resolution and disposition.

Any trade or occupation not specifically listed in the prevailing wage rates attached to these specifications shall be brought to the attention of the City who will then request from the Department of Commerce (DOC) the applicable prevailing wage rate.

Any employee having a complaint involving a violation of any provision of S.66.0903(3) Statutes, Chapter Ind. 90 of the Wisconsin Administrative Code or any applicable local ordinance shall be provided with a copy of DOC's "Prevailing Wage Rate Complaint Form", a copy of which is included in these specifications.

Also Subsection 66.0903(3)(h) requires that upon completion of the project and prior to final payment, each Contractor must file with the municipality an affidavit stating that he has complied fully with the provisions and requirements of the wage rate determination and that he has received evidence of compliance from each of his agents and subcontractors. The Owner or City will not make final payment of this contract until the successful bidder has furnished the City with such evidence of compliance.

DISCLOSURE OF OWNERSHIP

The bidder's attention called to the document in this proposal identified as "Disclosure of Ownership". A Contractor submitting a bid to, or completes negotiations with, a state agency or municipality 103.49, Stats. such Contractor shall disclose all information required on the subject document. This document shall be signed and dated by the Contractor. **THIS CERTIFICATE MUST BE SIGNED BY EACH BIDDER WHETHER OR NOT IT APPLIES TO THEM. Our compliance with this form has been poor in the past year, so please pay special attention to this matter.**

NOTICE TO PROCEED

Contractor shall commence work within ten (10) days after issuance of the written NOTICE TO PROCEED and shall diligently prosecute the work to final completion, ready for use, without delays and as expeditiously as possible.

TAX

Each bid shall include all taxes in effect at the time the bid is submitted. Bidders who are uncertain as to what items are subject to tax, or who require further explanation or clarification, are requested to contact the Wisconsin Department of Revenue, Madison, Wisconsin.

PROPOSAL

Frasier Point Pier and Plaza

FOND DU LAC, WISCONSIN

Director of Public Works
City/County Government Center
P.O. Box 150
Fond du Lac, WI 54936-0150

The undersigned, having examined the Plans, Specifications, Contract documents, Special Provisions and the site of the work does hereby submit the following Proposal to do and perform all of the work for the completion of the designated projects, all in accordance with the applicable specifications and approved plans for the work, together with all standard and special designs that may be designated on such Plans and Special Provisions.

The undersigned bidder, if awarded the Contract, agrees to begin work not later than ten (10) days after the date of written notification from the Director of Public Works to do so, and to complete same in 90 days in accordance with said specifications.

The undersigned bidder does hereby declare and agree to be bound, and to perform the work all in accordance with the terms, conditions and requirements of the foregoing Proposal, Contract, Applicable Specifications, Special Provisions and the Plans and Working Drawings. The Applicable Specifications and all Plans and Working Drawings are made a part hereof as fully and completely as if attached hereto in detail.

Proposal Submitted By:

(Bidder)
of _____

Sole Trader, or Co-Partner or Corporation

By _____
(Bidder must sign on this line)
_____ Title

If a Corporation, answer the following:

Incorporated under the laws of what state?

CONTRACT UNIT PRICES TO BE USED IN COMPUTING PAYMENT FOR
 AUTHORIZED EXTRA OR FORCE ACCOUNT WORK

CITY OF FOND DU LAC, WISCONSIN

NOTE: The following unit prices are agreed upon as the prices to be used in computing any extra or force account work authorized by the Engineer on this contract.

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Grader and Operator	\$ _____
2.	End Loader (Rubber) and Operator	\$ _____
3.	End Loader (Track) and Operator	\$ _____
4.	Backhoe and Operator	\$ _____
5.	Truck and Operator (5 yard).....	\$ _____
6.	Truck and Operator (10 yard).....	\$ _____
7.	Compressor and Air Tools.....	\$ _____
8.	Mechanical Tamper	\$ _____
9.	Concrete Saw	\$ _____
10.	Rubber Tire Roller and Operator.....	\$ _____
11.	Vibrating Screed	\$ _____
12.	Crushed Aggregate Sub-base (tons)	\$ _____

Any trades or classes of labor other than the operators of the equipment shown will follow the pertinent rates set forth in the wage rates attached to these specifications.

AFFIDAVIT OF BIDDER

STATE OF WISCONSIN)
) SS
CITY OF FOND DU LAC)

Pursuant to Section 66.09(7), Wisconsin Statutes, _____

(Name of person signing this affidavit)

being duly sworn, deposes and says that he is the duly authorized representative of _____

_____ bidder for doing work or labor or the
(Name of person, firm, or corporation submitting bid)

material furnishing of under the proposal of which this affidavit is a part, and that the bidder has examined and carefully prepared his bid form, the plans and specifications, and has checked the same in detail before submitting said proposal or bid to the City of Fond du Lac represented by the Common Council.

(Signed by bidder or his authorized representative)

Subscribed and sworn to before me

this _____ day of _____ 20 _____

NOTARY PUBLIC

My Commission Expires: _____

100% PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____ as Principal, and _____, a corporate surety authorized to transact business in the State of Wisconsin, as Surety, are held and firmly bound unto City of Fond du Lac hereinafter called the "Owner", in the penal sum of _____ (_____), lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has executed the attached agreement dated _____ for the _____

Now, Therefore, if the attached Agreement is executed on behalf of the Owner, and if the Principal shall well and truly keep, do and perform each and every matter and thing in the foregoing written contract set forth and specified to be by said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named obligee all losses and damages which said obligee may sustain by reason of the failure of default of the said Principal, and shall pay to each and every person or party entitled thereto, all claims for work or labor performed and materials furnished, used or consumed for, in or about the work covered by said contract, including, without limitation because of specific enumeration therein, all of the items included in Section 779.14 Wisconsin Statutes, all as provided in said contract, then this obligation shall be void; otherwise to be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of agreement to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument in 2 original counterparts, under their several seals this _____ day of _____, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence Of: _____ (SEAL)
(Individual Principal)

(Business Address)

(Address)

(SEAL)
(Individual Principal)

(Business Address)

(Corporate Seal)

ATTEST: _____
(Business Address)

By _____
(Affix Corporate Seal)

Title: _____

(Corporate Surety)

ATTEST: _____
(Business Address)

By _____
(Affix Corporate Seal)

Title: _____

Approved: _____ 20 _____

City Manager

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2012 by and

between _____ of the first part, hereinafter called the "CONTRACTOR" and the CITY OF FOND DU LAC, WISCONSIN, a municipal corporation, party of the second part, hereinafter called the "OWNER".

WITNESSETH

That the Contractor and the Owner, for the consideration herein stated, do agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed, and shall provide and furnish labor, materials, tool, expendable equipment, and all utility and transportation services required to perform and compete in a workmanlike manner, all of the work required and contemplated by this Contract for the City of Fond du Lac's "Frasier Point Pier and Plaza" all in strict accordance with the Contract and Specifications, and Special Provisions, the same, together with the Contractor's Proposal and Bidding Schedule to be considered and made a part of this Contract.

ARTICLE II. INDEMNITY CLAUSE. The Contractor does hereby covenant and agree to indemnify and save harmless the Owner from all fines, suits, claims, demands, and actions of any kind and nature by reason of any and all of its operations hereunder, and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damage for any and all accidents or injuries to persons or property.

ARTICLE III. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of his Contract, subject to any additions or deductions,

The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the Contractor, calculated upon the unit prices set out in the contract. The foregoing total sum shall be the basis for establishing the amount of Surety Performance Bond, and is not to be construed as the lump sum contract price.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT. This contract shall consist of the following component parts, all of which shall be considered as fully a part of this contract as if the same were set out verbatim, if not attached, as if attached hereto.

1. Special Provisions
2. Contract Specifications
3. Instructions to Bidders
4. Advertisement for Bids
5. Contractor's Proposal
6. This Instrument

The Contractor agrees to commence work under this Contract on a date to be specified in a written order from the Owner and does further agree to fully complete all work included in this Contract to a point of final acceptance by the Owner in 90 days from start date.

This Contract is intended to conform in all respects to the applicable statutes of the State of Wisconsin, and if any part or provision of this Contract conflicts therewith, then in that event said statutes shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

In Presence Of: _____
_____ FIRM NAME
_____ PRESIDENT OR CO-PARTNER
_____ SECRETARY OR PARTNER
_____ SOLE TRADER

In Presence Of: CITY OF FOND DU LAC, WISCONSIN
_____ CITY MANAGER
_____ CITY CLERK
Date: _____

Provisions have been made to pay the liability that will accrue under this contract.

_____ Date: _____
DIRECTOR OF ADMINISTRATION

Approved as to form:
_____ Date: _____
CITY ATTORNEY