



Board of Public Works MEETING AGENDA

March 20, 2023 - 4:30 PM
Council Chambers
3805 S. Casper Dr.

Published: 3/17/2023

AGENDA

1. **PRIVILEGE OF THE FLOOR**
2. **CALL TO ORDER**
3. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
4. **APPROVAL OF MINUTES**
 - A. December 19, 2022 Board of Public Works Meeting Minutes
 - B. February 20, 2023 Board of Public Works Meeting Minutes
5. **NEW BUSINESS**
 - A. ITEM 3-23 Recommendation to Common Council for the Approval of the 2023 Roadway Maintenance Joint, Crack Cleaning and Sealing Contract
 - B. ITEM 4-23 Discussion and possible action to Approve Resolution 23-8 to Reject all Bids concerning the 2023 LRIP Roadway Rehabilitation Project
6. **UPDATES**
7. **ADJOURN**

Supplemental Information:

- *The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.*
- *It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order.*
- *You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.*
- *The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.*
- *It is also possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.*



**CITY OF NEW BERLIN
BOARD OF PUBLIC WORKS - MINUTES
Monday, December 19, 2022**

Regular Meeting

Council Chambers

4:30 PM

Please note: Minutes are unofficial until approved by the Board of Public Works at the next regularly scheduled meeting.

All votes were taken via a voice roll call vote.

PRIVILEGE OF THE FLOOR

No one

CALL TO ORDER

Mayor Ament called the meeting to order at 4:32 PM.

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Present: Mayor Ament, Ald. Garrigues, Ald. Horbinski, Ald. Maxey

Excused: Seidl

Staff Present: Tammy Simonson, Lucas Pichler, Rubina Medina

NEW BUSINESS

ITEM: ITEM 14-22 Update on the Final Design for the Small Road Reconstruction Project

Update provided by Tammy Simonson and Lucas Pichler

ITEM: ITEM 15-22 Update on the Final Design for the Lincoln Avenue Reconstruction Project

Update provided by Tammy Simonson and Lucas Pichler

ITEM: ITEM 16-22 Recommend to Common Council the approval of the Temporary Construction Easement, Conveyance of Rights to Land, and Lump Sum Agreement for Payment for Lands Amendment for the Lighting associated with the Moorland Road Project 2722-07-22.

MOTION: To approve

VOTE: Motion by: Garrigues

Second by: Horbinski
Motion Passed: 5-0

ITEM: ITEM 17-22 Recommend to Common Council approval of the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for Payment for Lands Amendment for Drainage & Sidewalk associated with the Moorland Road Project 2722-07-22.

MOTION: To approve

VOTE: Motion by: Maxey
Second by: Garrigues
Motion Passed: 5-0

UPDATES

ITEM: 2022 Roadway Rehabilitation Contract
Update provided by Tammy Simonson and Lucas Pichler

ITEM: 2022 Pedestrian Lighting Contract
Update provided by Tammy Simonson and Lucas Pichler

ADJOURN

Motion made by Ald. Maxey to adjourn the meeting at 5:13PM. Seconded by Ald. Garrigues. Motion passed 5-0,

*Respectfully Submitted,
Rubina R. Medina, City Clerk*



Board of Public Works MEETING MINUTES

February 20, 2023 - 4:30 PM
Council Chambers
3805 S. Casper Dr.

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. PRIVILEGE OF THE FLOOR

None

2. CALL TO ORDER

Mayor Ament called the Board of Public Works meeting to order at 4:31 PM

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Administrative Specialist Sarah Holtz took the roll call as follows:
Present: Mayor Ament, Alderperson Garrigues, Alderperson Maxey, Alderperson Horbinski, Board Member Seidl

Members Excused: None

Staff Present: City Engineer Tammy Simonson, Assistant City Engineer Lucas Pichler, City Clerk Administrative Specialist Sarah Holtz

Sarah Holtz stated that a quorum was established and the meeting was properly noticed.

4. APPROVAL OF MINUTES

None

5. NEW BUSINESS

- A. ITEM 1-23 Recommendation to Common Council for the Approval of the Lincoln Avenue Reconstruction Contract
Tammy Simonson introduced the item to the Board and provided staff recommendation.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Maxey
Second by: Alderperson Garrigues
Motion Passed 5-0

B. ITEM 2-23 Recommendation to Common Council for the Approval of the Small Road Reconstruction Contract

Tammy Simonson introduced the item to the Board and provided staff recommendation.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson Garrigues
Motion Passed 5-0

6. UPDATES

A. 2023 Roadway Rehabilitation Contract

Tammy Simonson & Lucas Pichler provided an update to the Board.

B. 2023 Roadway Maintenance Contract

Tammy Simonson & Lucas Pichler provided an update to the Board.

7. ADJOURN

MOTION: Motion to Adjourn at 4:44 PM

VOTE: Motion by: Commissioner Seidl
Second by: Alderman Maxey
Motion Passed 5-0

Respectfully Submitted,
Sarah Holtz, City Clerk Administrative Specialist

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT: City of New Berlin

PROJECT: 2023 Roadway Maintenance Joint, Crack Cleaning and Sealing Project

LOCATION: Citywide

REQUEST: Approval of the 2023 Roadway Maintenance Joint, Crack Cleaning and Sealing Project

D.C.D. RECOMMENDATION: Recommend to the Common Council the awarding of a Construction Contract to the lowest responsive, responsible bidder, Thunder Road, LLC., for the 2023 Roadway Maintenance Joint, Crack Cleaning & Sealing Project in an amount of \$169,374.43 with contingencies the not-to-exceed total project costs are \$175,000.00 from account 15110029 59040, and to reject Alternate A of the construction contract.

1. Roadway Maintenance

- a. The annual Roadway Maintenance Joint, Crack Cleaning and Sealing Project concentrates on maintaining streets that have a pavement condition ranging from 70 – 100. The goal of the Project is to seal as many streets as possible with a good to excellent pavement condition rating by limiting water infiltration into the base layer. The next Pavement rating will occur in the summer of 2023.

- b. 2023 Approved Budget: \$250,000

2. The Roadway Maintenance Account 15110029 59040 is also used for spot repairs (coordinated with the Department of Public Works) and pavement markings.

- a. Pavement marking by Waukesha County cost \$33,289.85 in 2022. Based on information received from Waukesha County, Staff expects that the cost for pavement marking in 2023 will be increased based on supply costs compared to the 2022 costs.

- b. The inspection services proposals will include both the 2023 Crack Sealing Project and the 2023 LRIP Roadway Rehabilitation Project, and will be brought forward under the Roadway Rehabilitation Project.

3. On March 8, 2023, the City of New Berlin received three (3) Bids from contractors for the 2023 Roadway Maintenance Joint, Crack Cleaning and Sealing Project. The apparent low Bidder is *Thunder Road, LLC. of Genesee, WI*.

4. Work is anticipated to begin on or about May 22, 2023 and be completed by September 29, 2023.

5. The Contractor will provide advanced notification a minimum of 48 hours prior to any crack filling work on a particular street.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT

Meeting of March 20, 2023

City of New Berlin 2023 Crack Sealing Program

DATE STAFF REPORT CREATED: March 14, 2023

APPLICANT: City of New Berlin

REQUEST / DESCRIPTION OF PROJECT: The project involves cleaning, routing and sealing cracks on roadways that were rated with a pavement condition of 70-100 in 2021. The next pavement inspection will be completed in the summer of 2023. The Base Bid for the project included 160 roadway segments which equates to roughly 30 miles of road. Alternate A consists of crack sealing the north and south parking lots of City Hall, but due to costs, will not be included in the 2023 contract approval. The work is to be completed by end of September 2023.

A Map showing the roadways to be crack sealed is attached.

BIDS RECEIVED: 3 Bids - A summary of the Bid results is attached.

SELECTED CONTRACTOR: Thunder Road, LLC.

INSPECTION: The inspection services proposals will include both the 2023 Crack Sealing Project and the 2023 LRIP Roadway Rehabilitation Project, and will be brought forward under the Roadway Rehabilitation Project.

FISCAL IMPACT:

Base Bid	\$ 169,374.43
Contingencies (≈7%)	\$ 5,625.57

Total Project Costs	\$ 175,000.00
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SOURCE OF FUNDS

2023 Roadway Maintenance Account: 15110029 59040

Available Funds: \$250,000.00.

D.C.D. RECOMMENDATION:

Recommend to the Common Council the awarding of a Construction Contract to the lowest responsive, responsible bidder, Thunder Road, LLC., for the 2023 Roadway Maintenance Joint, Crack Cleaning & Sealing Project in an amount of \$169,374.43 with contingencies the not-to-exceed total project costs are \$175,000.00 from account 15110029 59040, and to reject Alternate A of the construction contract. See Executive Summary.

Attachments:

Bid Results
Contract & Location Maps

RD-23-02 2023 Roadway Maintenance Joint, Crack Cleaning & Sealing Project
 Bid Results
 March 8, 2023 @ 10:00 A.M.

BIDDER	BID BOND	PRE-QUAL STATEMENT	BASE BID	ALTERNATE A	TOTAL	RANKING
Thunder Road, LLC	X	X	\$ 169,374.43	\$ 6,635.96	\$ 176,010.39	1
Denler, Inc.	X	X	\$ 179,404.52	\$ 5,362.20	\$ 184,766.72	2
Fahrner Asphalt Sealers, LLC	X	X	\$ 261,245.09	\$ 2,904.00	\$ 264,149.09	3
Engineer's Estimate			\$ 153,150.20	\$ 4,170.60	\$ 157,320.80	

RD-23-02 2023 Roadway Maintenance Joint, Crack Cleaning & Sealing Project
CONTRACT RD-23-02
Cells Highlighted in Yellow Denote Errors Found. Total Prices Calculated from Bid Unit Cost Submitted.

Base Bid			Thunder Road, LLC		Denler, Inc.		Fahrner Asphalt Sealers, LLC		Engineer's	
ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Section 01										
1153-08	129Th St from Greenfield Ave to Needham Dr	810	\$ 0.38	\$ 307.80	\$ 0.41	\$ 332.10	\$ 0.54876500	\$ 444.50	0.35	\$ 283.50
1153-10	Needham Dr from 129Th St to 124Th St	4,042	\$ 0.19	\$ 767.98	\$ 0.41	\$ 1,657.22	\$ 0.17281050	\$ 698.50	0.35	\$ 1,414.70
Section 02										
1159-15	Cherrywood Ct from Termini to Parkside Dr	590	\$ 0.90	\$ 531.00	\$ 0.41	\$ 241.90	\$ 0.96864410	\$ 571.50	0.35	\$ 206.50
1160-17	Woodshire Dr from Woodland Dr to Rogers Dr	3,240	\$ 0.56	\$ 1,814.40	\$ 0.41	\$ 1,328.40	\$ 1.17592600	\$ 3,810.00	0.35	\$ 1,134.00
Section 03										
1161-01	Blue Jay Cir from Termini to Robin Rd	521	\$ 0.29	\$ 151.09	\$ 0.41	\$ 213.61	\$ 0.24376200	\$ 127.00	0.35	\$ 182.35
1161-03	Canary Ln from Termini to Robin Rd	846	\$ 0.18	\$ 152.28	\$ 0.41	\$ 346.86	\$ 0.15011820	\$ 127.00	0.35	\$ 296.10
1161-04	Cardinal Ln from Termini to Robin Rd	813	\$ 0.18	\$ 146.34	\$ 0.41	\$ 333.33	\$ 0.15621160	\$ 127.00	0.35	\$ 284.55
1161-12	Robin Rd from Termini to Moorland Rd	3,558	\$ 0.06	\$ 213.48	\$ 0.41	\$ 1,458.78	\$ 0.17847110	\$ 635.00	0.35	\$ 1,245.30
1162-21	Calhoun Rd from Fullerton Ave to Greenfield Ave	1,792	\$ 1.70	\$ 3,046.40	\$ 0.41	\$ 734.72	\$ 0.53152900	\$ 952.50	0.35	\$ 627.20
1163-01	Calhoun Service Dr from Termini to Calhoun Rd	4,183	\$ 0.20	\$ 836.60	\$ 0.41	\$ 1,715.03	\$ 0.30360980	\$ 1,270.00	0.35	\$ 1,464.05
1163-02	170Th St from Lincoln Ave to Rogers Dr	4,801	\$ 0.17	\$ 816.17	\$ 0.41	\$ 1,968.41	\$ 0.26452800	\$ 1,270.00	0.35	\$ 1,680.35
1163-04	Calhoun Service Dr from Rogers Dr to Calhoun Service Dr	801	\$ 0.29	\$ 232.29	\$ 0.41	\$ 328.41	\$ 0.15855200	\$ 127.00	0.35	\$ 280.35
1164-01	162Nd St from Rogers Dr to Lincoln Ave	4,267	\$ 0.10	\$ 426.70	\$ 0.41	\$ 1,749.47	\$ 0.35715960	\$ 1,524.00	0.35	\$ 1,493.45
Section 04										
1168-01	East Ln from West Ln to Rogers Dr	2,460	\$ 0.23	\$ 565.80	\$ 0.41	\$ 1,008.60	\$ 0.15487800	\$ 381.00	0.35	\$ 861.00
1168-02	East Ln from Termini to Westward Dr	1,112	\$ 0.19	\$ 211.28	\$ 0.41	\$ 455.92	\$ 1.71312950	\$ 1,905.00	0.35	\$ 389.20
1168-03	Elger Ct from Termini to West Ln	510	\$ 0.30	\$ 153.00	\$ 0.41	\$ 209.10	\$ 0.24901960	\$ 127.00	0.35	\$ 178.50
1168-05	Ridgeway Dr from Termini to Westward Dr	1,154	\$ 0.13	\$ 150.02	\$ 0.41	\$ 473.14	\$ 0.11005000	\$ 127.00	0.35	\$ 403.90
1168-06	Rogers Dr from Termini to Calhoun Rd	7,211	\$ 0.41	\$ 2,956.51	\$ 0.41	\$ 2,956.51	\$ 0.38746400	\$ 2,794.00	0.35	\$ 2,523.85
1168-07	West Ln from Westward Dr to Rogers Dr	4,970	\$ 0.27	\$ 1,341.90	\$ 0.41	\$ 2,037.70	\$ 0.19165000	\$ 952.50	0.35	\$ 1,739.50
1168-08	Rogers Ct from Termini to Rogers Dr	1,395	\$ 0.47	\$ 655.65	\$ 0.41	\$ 571.95	\$ 0.41878140	\$ 584.20	0.35	\$ 488.25
1168-09	Todd Ct from Termini to Westward Dr	682	\$ 0.41	\$ 279.62	\$ 0.41	\$ 279.62	\$ 0.44692100	\$ 304.80	0.35	\$ 238.70
1168-10	Westward Dr from Termini to Calhoun Rd	7,627	\$ 0.30	\$ 2,288.10	\$ 0.41	\$ 3,127.07	\$ 0.31637600	\$ 2,413.00	0.35	\$ 2,669.45
1168-11	Woodlawn Dr from West Ln to Westward Dr	2,243	\$ 0.08	\$ 179.44	\$ 0.41	\$ 919.63	\$ 0.14155100	\$ 317.50	0.35	\$ 785.05
Section 05										
1170-01	Johnson Rd from Downie Rd to Greenfield Ave	4,020	\$ 0.52	\$ 2,090.40	\$ 0.41	\$ 1,648.20	\$ 0.53706460	\$ 2,159.00	0.35	\$ 1,407.00
1170-02	Johnson Rd from Termini to Downie Rd	4,394	\$ 0.19	\$ 834.86	\$ 0.41	\$ 1,801.54	\$ 0.28903050	\$ 1,270.00	0.35	\$ 1,537.90
Section 06										
1173-05	Sunny Crest Dr from Villa Ter to Green Hill Rd	2,976	\$ 0.11	\$ 327.36	\$ 0.41	\$ 1,220.16	\$ 0.12802400	\$ 381.00	0.35	\$ 1,041.60
1173-07	Villa Ter from Villa Ter to Sunny Crest Dr	1,227	\$ 0.09	\$ 110.43	\$ 0.41	\$ 503.07	\$ 1.03586000	\$ 1,271.00	0.35	\$ 429.45
1173-08	Westbrooke Pkwy from Villa Ter to Sunny Crest Dr	1,244	\$ 0.12	\$ 149.28	\$ 0.41	\$ 510.04	\$ 0.10209000	\$ 127.00	0.35	\$ 435.40
1174-03	Green Hill Rd from Green Hill Rd to Valley Dr	2,055	\$ 0.10	\$ 205.50	\$ 0.41	\$ 842.55	\$ 0.18540000	\$ 381.00	0.35	\$ 719.25
1174-05	Valley Dr from Termini to Pleasant Hill Dr	1,506	\$ 0.13	\$ 195.78	\$ 0.41	\$ 617.46	\$ 0.08432900	\$ 127.00	0.35	\$ 527.10
Section 07										
1178-02	Broadale Dr from Termini to Springdale Rd	2,259	\$ 0.62	\$ 1,400.58	\$ 0.41	\$ 926.19	\$ 1.34926900	\$ 3,048.00	0.35	\$ 790.65
Section 08										
1183-02	Imperial Ct from Termini to Rolling Dr	1,237	\$ 0.59	\$ 729.83	\$ 0.41	\$ 507.17	\$ 1.02667700	\$ 1,270.00	0.35	\$ 432.95
1183-03	Rolling Dr from Termini to Cleveland Ave	2,943	\$ 0.46	\$ 1,353.78	\$ 0.41	\$ 1,206.63	\$ 0.47468600	\$ 1,397.00	0.35	\$ 1,030.05
1183-04	Wedgewood Ct from Termini to Rolling Dr	1,261	\$ 0.45	\$ 567.45	\$ 0.41	\$ 517.01	\$ 0.75535300	\$ 952.50	0.35	\$ 441.35
Section 10										
1189-03	162Nd St from Lincoln Ave to Glendale Dr	4,749	\$ 0.14	\$ 664.86	\$ 0.41	\$ 1,947.09	\$ 0.32091000	\$ 1,524.00	0.35	\$ 1,662.15
1189-04	162Nd St from Termini to Glendale Dr	424	\$ 0.35	\$ 148.40	\$ 0.41	\$ 173.84	\$ 0.29952800	\$ 127.00	0.35	\$ 148.40
1190-01	Calhoun Service Dr from Termini to Glendale Dr	4,844	\$ 0.17	\$ 823.48	\$ 0.41	\$ 1,986.04	\$ 0.52436000	\$ 2,540.00	0.35	\$ 1,695.40
1190-04	170Th St from Glendale Dr to Lincoln Ave	5,297	\$ 0.19	\$ 1,006.43	\$ 0.41	\$ 2,171.77	\$ 0.28771000	\$ 1,524.00	0.35	\$ 1,853.95
1191-05	Ryerson Rd from 166Th St to Calhoun Rd	8,058	\$ 0.22	\$ 1,772.76	\$ 0.41	\$ 3,303.78	\$ 0.31521500	\$ 2,540.00	0.35	\$ 2,820.30
1191-07	166Th St from Cleveland Ave to Ryerson Rd	5,636	\$ 0.12	\$ 676.32	\$ 0.41	\$ 2,310.76	\$ 0.22533700	\$ 1,270.00	0.35	\$ 1,972.60
1192-02	Ryerson Rd from 166Th St to Moorland Rd	12,545	\$ 0.15	\$ 1,881.75	\$ 0.41	\$ 5,143.45	\$ 0.16197700	\$ 2,032.00	0.35	\$ 4,390.75

Section 11																	
1193-02	Glendale Dr from Brookland Rd to Sunny Slope Rd	4,901	\$	0.18	\$	882.18	\$	0.41	\$	2,009.41	\$	0.15547800	\$	762.00	0.35	\$	1,715.35
1193-03	Lilac Ln from Overland Dr to Glendale Dr	1,897	\$	0.26	\$	493.22	\$	0.41	\$	777.77	\$	0.33473900	\$	635.00	0.35	\$	663.95
1193-04	Lombardy Ln from Lilac Ln to Lincoln Ave	2,815	\$	0.20	\$	563.00	\$	0.41	\$	1,154.15	\$	0.20302000	\$	571.50	0.35	\$	985.25
1193-05	Meadowmere Pkwy from Lincoln Ave to Cleveland Ave	6,522	\$	0.22	\$	1,434.84	\$	0.41	\$	2,674.02	\$	0.19472600	\$	1,270.00	0.35	\$	2,282.70
1195-04	Olivia Ln from Termini to 149Th St	1,231	\$	0.48	\$	590.88	\$	0.41	\$	504.71	\$	0.20633600	\$	254.00	0.35	\$	430.85
1196-10	Fieldpointe Ct from Termini to Fieldpointe Dr	887	\$	0.23	\$	204.01	\$	0.41	\$	363.67	\$	0.85907600	\$	762.00	0.35	\$	310.45
1196-16	Sandra Ln from Maylore Dr to Fieldpointe Dr	1,240	\$	0.37	\$	458.80	\$	0.41	\$	508.40	\$	0.20483800	\$	254.00	0.35	\$	434.00
Section 12																	
1198-01	Cardinal Pkwy from Meadowlark Dr to Sunny Slope Rd	4,116	\$	0.33	\$	1,358.28	\$	0.41	\$	1,687.56	\$	0.37026239	\$	1,524.00	0.35	\$	1,440.60
1198-03	Green Meadow Dr from Meadowlark Dr to Lilac Ln	3,654	\$	0.39	\$	1,425.06	\$	0.41	\$	1,498.14	\$	0.34756430	\$	1,270.00	0.35	\$	1,278.90
1198-04	Lilac Ln from Meadowlark Dr to Sunny Slope Rd	4,414	\$	0.26	\$	1,147.64	\$	0.41	\$	1,809.74	\$	0.31649300	\$	1,397.00	0.35	\$	1,544.90
1198-05	Lincoln Rd from Termini to 134Th St	792	\$	0.19	\$	150.48	\$	0.41	\$	324.72	\$	0.32070700	\$	254.00	0.35	\$	277.20
1198-06	Lincoln Rd from Meadowlark Dr to 134Th St	1,336	\$	0.14	\$	187.04	\$	0.41	\$	547.76	\$	0.09506000	\$	127.00	0.35	\$	467.60
1198-07	Meadowlark Dr from Termini to Cleveland Ave	6,142	\$	0.23	\$	1,412.66	\$	0.41	\$	2,518.22	\$	0.20677300	\$	1,270.00	0.35	\$	2,149.70
1198-08	Robin Tr from Sunny Slope Rd to Meadowlark Dr	4,081	\$	0.23	\$	938.63	\$	0.41	\$	1,673.21	\$	0.31119000	\$	1,269.97	0.35	\$	1,428.35
1198-09	133Rd St from Termini to Lincoln Rd	3,375	\$	0.05	\$	168.75	\$	0.41	\$	1,383.75	\$	0.07525900	\$	254.00	0.35	\$	1,181.25
Section 13																	
1204-11	North Ln from Brentwood Dr to 124Th St	4,794	\$	0.50	\$	2,397.00	\$	0.41	\$	1,965.54	\$	1.00668000	\$	4,826.02	0.35	\$	1,677.90
1204-12	North Ln from Brentwood Dr to Pohl Dr	2,640	\$	0.68	\$	1,795.20	\$	0.41	\$	1,082.40	\$	1.25076000	\$	3,302.01	0.35	\$	924.00
1204-13	North Ct from Termini to North Ln	524	\$	0.76	\$	398.24	\$	0.41	\$	214.84	\$	1.33302000	\$	698.50	0.35	\$	183.40
Section 14																	
1207-01	Howard Ave from Termini to Moorland Rd	7,111	\$	0.61	\$	4,337.71	\$	0.41	\$	2,915.51	\$	0.89298270	\$	6,350.00	0.35	\$	2,488.85
1208-06	Hemlock Dr from Termini to Spruce Rd	1,261	\$	0.12	\$	151.32	\$	0.41	\$	517.01	\$	0.30214115	\$	381.00	0.35	\$	441.35
Section 15																	
1212-08	Town Rd from Termini to National Ave	5,361	\$	0.18	\$	964.98	\$	0.41	\$	2,198.01	\$	0.14213760	\$	762.00	0.35	\$	1,876.35
1191-01	Calhoun Rd from National Ave to Coffee Rd	18,302	\$	0.52	\$	9,517.04	\$	0.41	\$	7,503.82	\$	0.55513100	\$	10,160.01	0.35	\$	6,405.70
Section 16																	
1213-01	Poplar Creek Tr from Meadow Creek Ct to Calhoun Rd	4,193	\$	0.16	\$	670.88	\$	0.41	\$	1,719.13	\$	0.27259700	\$	1,143.00	0.35	\$	1,467.55
1214-01	Heide Ln from Termini to Coffee Rd	2,632	\$	0.37	\$	973.84	\$	0.41	\$	1,079.12	\$	0.28951370	\$	762.00	0.35	\$	921.20
1214-02	Dena Dr from Termini to Heide Ln	1,609	\$	0.09	\$	144.81	\$	0.41	\$	659.69	\$	0.07893100	\$	127.00	0.35	\$	563.15
1214-03	Lynette Ln from Termini to Heide Ln	4,029	\$	0.12	\$	483.48	\$	0.41	\$	1,651.89	\$	0.12608590	\$	508.00	0.35	\$	1,410.15
Section 17																	
1217-01	Catamount Dr from Termini to Coffee Rd	2,768	\$	0.60	\$	1,660.80	\$	0.41	\$	1,134.88	\$	0.55057800	\$	1,524.00	0.35	\$	968.80
1217-02	Catamount Ct from Termini to Catamount Dr	531	\$	0.32	\$	169.92	\$	0.41	\$	217.71	\$	0.23917140	\$	127.00	0.35	\$	185.85
1219-01	Bittersweet Ln from Wehr Rd to Cari Adam Dr	2,672	\$	0.62	\$	1,656.64	\$	0.41	\$	1,095.52	\$	0.66541916	\$	1,778.00	0.35	\$	935.20
1219-02	Cari Adam Dr from Coffee Rd to Pheasant Run Dr	4,520	\$	0.39	\$	1,762.80	\$	0.41	\$	1,853.20	\$	0.39336280	\$	1,778.00	0.35	\$	1,582.00
1219-03	Cari Adam Cir from Termini to Cari Adam Dr	595	\$	0.63	\$	374.85	\$	0.41	\$	243.95	\$	0.85378200	\$	508.00	0.35	\$	208.25
1219-04	Chestnut Dr from Termini to Wehr Rd	769	\$	0.27	\$	207.63	\$	0.41	\$	315.29	\$	0.46241870	\$	355.60	0.35	\$	269.15
1219-05	Chestnut Dr from Termini to Wehr Rd	952	\$	0.19	\$	180.88	\$	0.41	\$	390.32	\$	0.26680670	\$	254.00	0.35	\$	333.20
1219-06	Pheasant Run Dr from Cari Adam Dr to Termini	1,891	\$	0.38	\$	718.58	\$	0.41	\$	775.31	\$	0.33580110	\$	635.00	0.35	\$	661.85
1219-07	Pheasant Run Dr from Termini to Cari Adam Dr	1,569	\$	0.27	\$	423.63	\$	0.41	\$	643.29	\$	0.56660300	\$	889.00	0.35	\$	549.15
1219-08	Wehr Rd from Mulberry Cir to Rustic Ridge Dr	2,078	\$	0.24	\$	498.72	\$	0.41	\$	851.98	\$	0.26891240	\$	558.80	0.35	\$	727.30
1219-09	Wehr Rd from Coffee Rd to Mulberry Cir	1,978	\$	0.24	\$	474.72	\$	0.41	\$	810.98	\$	0.17977700	\$	355.60	0.35	\$	692.30
1219-14	Mulberry Cir from Termini to Wehr Rd	1,009	\$	0.22	\$	221.98	\$	0.41	\$	413.69	\$	0.25173400	\$	254.00	0.35	\$	353.15
Section 18																	
1223-01	Canary Rd from Termini to Racine Ave	1,302	\$	0.51	\$	664.02	\$	0.41	\$	533.82	\$	0.68279600	\$	889.00	0.35	\$	455.70
1223-02	Lucille Ln from Termini to Oakcrest Dr	1,431	\$	0.24	\$	343.44	\$	0.41	\$	586.71	\$	0.62124390	\$	889.00	0.35	\$	500.85
1223-03	Oakcrest Dr from Termini to Shady Ln	3,154	\$	0.21	\$	662.34	\$	0.41	\$	1,293.14	\$	0.32213060	\$	1,016.00	0.35	\$	1,103.90
1223-04	Orchard Dr from Termini to Racine Ave	1,917	\$	0.52	\$	996.84	\$	0.41	\$	785.97	\$	0.79499200	\$	1,524.00	0.35	\$	670.95
1223-05	Shady Ln from Termini to Racine Ave	2,535	\$	0.25	\$	633.75	\$	0.41	\$	1,039.35	\$	0.50098600	\$	1,270.00	0.35	\$	887.25
Section 19																	
1224-02	Swartz Rd from Termini to Beeheim Rd	533	\$	0.32	\$	170.56	\$	0.41	\$	218.53	\$	0.71482200	\$	381.00	0.35	\$	186.55
1227-01	Hidden Valley Dr from Termini to Hillview Dr	5,215	\$	0.29	\$	1,512.35	\$	0.41	\$	2,138.15	\$	0.24352830	\$	1,270.00	0.35	\$	1,825.25
1227-02	Hillview Dr from Beeheim Rd to Hillview Ct	4,237	\$	0.29	\$	1,228.73	\$	0.41	\$	1,737.17	\$	0.26976630	\$	1,143.00	0.35	\$	1,482.95
1227-03	Hillview Dr from Hillview Ct to Lawnsdale Rd	5,580	\$	0.22	\$	1,227.60	\$	0.41	\$	2,287.80	\$	0.20483870	\$	1,143.00	0.35	\$	1,953.00
1227-04	Hillview Ct from Termini to Hillview Dr	973	\$	0.43	\$	418.39	\$	0.41	\$	398.93	\$	0.39157240	\$	381.00	0.35	\$	340.55
1227-05	Hi View Ct from Termini to Hidden Valley Dr	1,133	\$	0.50	\$	566.50	\$	0.41	\$	464.53	\$	0.56045900	\$	635.00	0.35	\$	396.55
1228-01	Margaret Ct from Termini to Swartz Rd	325	\$	0.75	\$	243.75	\$	0.41	\$	133.25	\$	1.17230800	\$	381.00	0.35	\$	113.75
Section 22																	
1237-18	Regal Manor Ct from Termini to Regal Manor Dr	407	\$	0.71	\$	288.97	\$	0.41	\$	166.87	\$	1.56019660	\$	635.00	0.35	\$	142.45
Section 23																	
1241-07	Honeyager Dr from Farrell Dr to Honeyager Dr	2,732	\$	0.51	\$	1,393.32	\$	0.41	\$	1,120.12	\$	1.02269400	\$	2,794.00	0.35	\$	956.20
1242-09	Fenway Dr from Regal Dr to Mayflower Dr	5,286	\$	0.19	\$	1,004.34	\$	0.41	\$	2,167.26	\$	1.41751800	\$	7,493.00	0.35	\$	1,850.10
1242-10	Fenway Ct from Termini to Fenway Dr	1,931	\$	0.49	\$	946.19	\$	0.41	\$	791.71	\$	1.05230450	\$	2,032.00	0.35	\$	675.85
1242-12	Glenora Ave from Regal Dr to Harcove Dr	4,712	\$	0.63	\$	2,968.56	\$	0.41	\$	1,931.92	\$	1.10505090	\$	5,207.00	0.35	\$	1,649.20
1242-13	Glenora Ct from Termini to Glenora Ave	1,951	\$	0.63	\$	1,229.13	\$	0.41	\$	799.91	\$	1.17170000	\$	2,285.99	0.35	\$	682.85
1242-16	Kingsway Dr from Termini to Linfield Dr	6,881	\$	0.56	\$	3,853.36	\$</										

1243-12	Regal Ct from Termini to Regal Dr	1,016	\$	0.97	\$	985.52	\$	0.41	\$	416.56	\$	1.50000000	\$	1,524.00	0.35	\$	355.60
1243-13	Quimby Ave from Mayflower Ct to Maple Ridge Rd	2,033	\$	0.76	\$	1,545.08	\$	0.41	\$	833.53	\$	1.25000000	\$	2,541.25	0.35	\$	711.55
1243-14	Mayflower Dr from Termini to Moorland Rd	11,460	\$	0.82	\$	9,397.20	\$	0.41	\$	4,698.60	\$	1.46283000	\$	16,764.03	0.35	\$	4,011.00
Section 24																	
1245-01	Belgrave Rd from Termini to Scarborough Dr	282	\$	6.99	\$	1,971.18	\$	0.41	\$	115.62	\$	1.80140000	\$	507.99	0.35	\$	98.70
1245-02	Carnaby Ln from Scarborough Dr to Weatherstone Blvd	1,621	\$	0.48	\$	778.08	\$	0.41	\$	664.61	\$	1.09685000	\$	1,777.99	0.35	\$	567.35
1245-03	Carnaby Ct from Termini to Carnaby Ln	799	\$	0.53	\$	423.47	\$	0.41	\$	327.59	\$	1.27160000	\$	1,016.01	0.35	\$	279.65
1245-07	Coventry Ct from Termini to Coventry Rd	469	\$	0.41	\$	192.29	\$	0.41	\$	192.29	\$	1.08315000	\$	508.00	0.35	\$	164.15
1245-09	Greenlawn Ct from Termini to Greenlawn Ter	676	\$	0.22	\$	148.72	\$	0.41	\$	277.16	\$	0.37573000	\$	253.99	0.35	\$	236.60
1245-14	Scarborough Ct from Termini to Carnaby Ln	623	\$	0.24	\$	149.52	\$	0.41	\$	255.43	\$	1.01926000	\$	635.00	0.35	\$	218.05
1245-21	Victoria Ct from Termini to Victoria Cir	634	\$	1.01	\$	640.34	\$	0.41	\$	259.94	\$	1.00160000	\$	635.01	0.35	\$	221.90
1245-22	Victoria Ct from Victoria Cir to Victoria Cir	286	\$	1.57	\$	449.02	\$	0.41	\$	117.26	\$	0.88811100	\$	254.00	0.35	\$	100.10
1245-25	Weatherstone Blvd from 124Th St to Scarborough Dr	853	\$	0.63	\$	537.39	\$	0.41	\$	349.73	\$	1.33998000	\$	1,143.00	0.35	\$	298.55
1245-26	Weatherstone Ct from Termini to Weatherstone Blvd	440	\$	0.65	\$	286.00	\$	0.41	\$	180.40	\$	2.30909000	\$	1,016.00	0.35	\$	154.00
1245-27	Weatherstone Ct from Termini to Weatherstone Blvd	630	\$	0.75	\$	472.50	\$	0.41	\$	258.30	\$	1.81429000	\$	1,143.00	0.35	\$	220.50
1245-28	Weatherstone Ct from Termini to Weatherstone Blvd	633	\$	0.89	\$	563.37	\$	0.41	\$	259.53	\$	1.00316000	\$	635.00	0.35	\$	221.55
1245-31	Woodhill Ct from Woodhill Ln to Termini	823	\$	0.70	\$	576.10	\$	0.41	\$	337.43	\$	1.23450000	\$	1,015.99	0.35	\$	288.05
Section 25																	
1251-07	Marquette Ct from Marquette Dr to Termini	685	\$	0.40	\$	274.00	\$	0.41	\$	280.85	\$	0.92700000	\$	635.00	0.35	\$	239.75
1252-02	Balboa Dr from Termini to Grange Ave	8,707	\$	0.18	\$	1,567.26	\$	0.41	\$	3,569.87	\$	0.40840700	\$	3,556.00	0.35	\$	3,047.45
1252-13	Magellan Dr from Balboa Dr to Balboa Dr	3,929	\$	0.20	\$	785.80	\$	0.41	\$	1,610.89	\$	0.32323700	\$	1,270.00	0.35	\$	1,375.15
Section 28																	
1264-02	Beres Rd from Calhoun Rd to Martin Rd	12,026	\$	0.18	\$	2,164.68	\$	0.41	\$	4,930.66	\$	0.03168000	\$	380.98	0.35	\$	4,209.10
1264-05	Majors Dr from Woodland Ct to Beres Rd	6,146	\$	0.22	\$	1,352.12	\$	0.41	\$	2,519.86	\$	0.26863000	\$	1,651.00	0.35	\$	2,151.10
1264-09	Steven Ct from Termini to Steven Dr	622	\$	0.41	\$	255.02	\$	0.41	\$	255.02	\$	0.40836000	\$	254.00	0.35	\$	217.70
Section 29																	
1265-01	Egofske Rd from Termini to Hillcrest Dr	1,400	\$	0.11	\$	154.00	\$	0.41	\$	574.00	\$	0.09071000	\$	126.99	0.35	\$	490.00
1265-02	Hillcrest Dr from Termini to Rolling Meadow Dr	5,277	\$	0.08	\$	422.16	\$	0.41	\$	2,163.57	\$	0.12033300	\$	635.00	0.35	\$	1,846.95
1265-03	Hillcrest Ct from Termini to Hillcrest Dr	1,561	\$	0.17	\$	265.37	\$	0.41	\$	640.01	\$	0.16271600	\$	254.00	0.35	\$	546.35
1265-04	Pinewood Dr from Racine Ave to Hillcrest Dr	1,573	\$	0.38	\$	597.74	\$	0.41	\$	644.93	\$	0.40368700	\$	635.00	0.35	\$	550.55
1265-05	Woodridge Ln from Termini to Hillcrest Dr	1,867	\$	0.27	\$	504.09	\$	0.41	\$	765.47	\$	0.34011800	\$	635.00	0.35	\$	653.45
1265-12	Woodridge Ln from Termini to Hillcrest Dr	661	\$	0.49	\$	323.89	\$	0.41	\$	271.01	\$	0.38426600	\$	254.00	0.35	\$	231.35
Section 35																	
1289-01	Red Fox Rd from Termini to Grange Ave	3,704	\$	0.68	\$	2,518.72	\$	0.41	\$	1,518.64	\$	1.02862000	\$	3,810.01	0.35	\$	1,296.40
1289-02	Fox Tail Ct from Red Fox Rd to Termini	2,949	\$	0.83	\$	2,447.67	\$	0.41	\$	1,209.09	\$	0.64598000	\$	1,905.00	0.35	\$	1,032.15
1289-03	Fox Tail Dr from Sunny Slope Rd to Fox Tail Ct	1,074	\$	0.71	\$	762.54	\$	0.41	\$	440.34	\$	3.07448000	\$	3,301.99	0.35	\$	375.90
1292-01	Aster Ct from Termini to Osprey Way	620	\$	0.46	\$	285.20	\$	0.41	\$	254.20	\$	1.27000000	\$	787.40	0.35	\$	217.00
1292-02	Pennycress Ct from Termini to Osprey Way	620	\$	0.69	\$	427.80	\$	0.41	\$	254.20	\$	1.30000000	\$	806.00	0.35	\$	217.00
1292-03	Osprey Way from Old Farm Rd to Sunny Slope Rd	3,731	\$	0.60	\$	2,238.60	\$	0.41	\$	1,529.71	\$	1.32700000	\$	4,951.04	0.35	\$	1,305.85
1292-04	Primrose Ct from Termini to Osprey Way	591	\$	0.63	\$	372.33	\$	0.41	\$	242.31	\$	1.28930000	\$	761.98	0.35	\$	206.85
1292-05	Grouse Hollow Ct from Termini to Osprey Way	808	\$	0.50	\$	404.00	\$	0.41	\$	331.28	\$	1.33600000	\$	1,079.49	0.35	\$	282.80
1292-06	Old Farm Rd from Sunny Slope Rd to Termini	4,223	\$	0.53	\$	2,238.19	\$	0.41	\$	1,731.43	\$	1.08264000	\$	4,571.99	0.35	\$	1,478.05
1292-07	Thomson Hollow Ct from Termini to Old Farm Rd	622	\$	0.63	\$	391.86	\$	0.41	\$	255.02	\$	1.22500000	\$	761.95	0.35	\$	217.70
1292-08	Delora Ct from Termini to Old Farm Rd	502	\$	0.63	\$	316.26	\$	0.41	\$	205.82	\$	1.39143400	\$	698.50	0.35	\$	175.70
Section 36																	
1293-01	Balboa Dr from Grange Ave to Andrae Dr	3,558	\$	0.64	\$	2,277.12	\$	0.41	\$	1,458.78	\$	1.32069000	\$	4,699.02	0.35	\$	1,245.30
1293-03	Golden Rain Ct from Termini to Woodfield Ln	976	\$	0.41	\$	400.16	\$	0.41	\$	400.16	\$	1.17110000	\$	1,142.99	0.35	\$	341.60
1293-04	Golden Rain Ln from Termini to Woodfield Ln	2,663	\$	0.58	\$	1,544.54	\$	0.41	\$	1,091.83	\$	1.09688000	\$	2,920.99	0.35	\$	932.05
1293-07	Hawthorne Ln from Termini to Golden Rain Ln	3,662	\$	0.40	\$	1,464.80	\$	0.41	\$	1,501.42	\$	1.00573500	\$	3,683.00	0.35	\$	1,281.70
1293-08	Hawthorne Ln from Termini to Golden Rain Ln	1,073	\$	1.27	\$	1,362.71	\$	0.41	\$	439.93	\$	1.65703600	\$	1,778.00	0.35	\$	375.55
1293-10	Murray St from Termini to Hawthorne Ln	1,655	\$	0.58	\$	959.90	\$	0.41	\$	678.55	\$	1.07432020	\$	1,778.00	0.35	\$	579.25
1293-13	Westeria Ct from Termini to Balboa Dr	619	\$	0.74	\$	458.06	\$	0.41	\$	253.79	\$	1.23101000	\$	762.00	0.35	\$	216.65
1293-14	Woodfield Ln from Termini to Balboa Dr	2,816	\$	0.51	\$	1,436.16	\$	0.41	\$	1,154.56	\$	1.03728690	\$	2,921.00	0.35	\$	985.60
			Total	\$	169,374.43	Total	\$	179,404.52	Total	\$	261,245.09	Total	\$	153,150.20			

Alternate A			Thunder Road, LLC		Denler, Inc.		Fahrner Asphalt Sealers, LLC		Engineer's	
ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	City Hall North Parking Lot	5,588	0.61	\$ 3,408.68	\$ 0.45	\$ 2,514.60	\$ 0.24370600	\$ 1,361.83	0.35	1955.8
2	City Hall South Parking Lot	6,328	0.51	\$ 3,227.28	\$ 0.45	\$ 2,847.60	\$ 0.24370600	\$ 1,542.17	0.35	2214.8
			Total	\$ 6,635.96	Total	\$ 5,362.20	Total	\$ 2,904.00	Total	\$ 4,170.60

2023 ROADWAY MAINTENANCE
JOINT, CRACK CLEANING &
SEALING PROJECT

CONTRACT RD-23-02

CITY OF NEW BERLIN

City of New Berlin
Engineering Services Division
3805 S. Casper Drive
New Berlin, WI 53151
(262) 797-2445

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR

RD-23-02

2023 ROADWAY MAINTENANCE JOINT,
CRACK CLEANING & SEALING
PROJECT

CITY OF NEW BERLIN, WISCONSIN

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2023 ROADWAY MAINTENANCE JOINT, CRACK
CLEANING & SEALING PROJECT

CONTRACT RD-23-02

CITY OF NEW BERLIN, WISCONSIN

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**PROJECT NO. RD-23-02
2023 ROADWAY MAINTENANCE JOINT,
CRACK CLEANING & SEALING PROJECT**

New Berlin, Wisconsin

ADVERTISEMENT FOR BIDS

BID OPENING: The City of New Berlin hereby gives notice that sealed bids will be received by the City Clerk, City Hall, 3805 S. Casper Drive, New Berlin, WI, until 10:00 a.m., local time, on Wednesday, March 8, 2023, for the 2023 Roadway Maintenance Joint, Crack Cleaning & Sealing Project. Bids will be opened and publicly read aloud immediately after the specified closing time. Interested parties are invited to attend. Bids submitted after this time will not be accepted.

BIDDING DOCUMENTS: Complete digital project bidding documents are available at <http://tinyurl.com/NewBerlinBids> or www.questcdn.com. You may download the digital plan documents for \$22 by inputting Quest project #8377524 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. No paper plan sets will be provided. Please contact Lucas Pichler at 262-797-2453 if you have any questions.

LEGAL PROVISIONS: The Contract letting shall be subject to the provisions of Sections 62.15, 66.0901, 66.0903, and 779.15 of the Wisconsin Statutes. In accordance with Section 16.856 of the Wisconsin Statutes, prevailing wage is not applicable to this project.

BIDDERS PROOF OF RESPONSIBILITY: Each prime Contractor submitting a bid shall have on file a Bidders Proof of Responsibility Statement with the City Clerk on or before the date and time set for the Bid Opening.

BID SECURITY: Bid security in the amount of not less than 5% of the bidder's maximum bid price and in the form of a bid bond, certified check or cashiers check (payable to the City of New Berlin) is required with the bid.

RIGHT TO REJECT BIDS: The City reserves the right to reject any and all bids, the right to waive irregularities and informalities in bidding, the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids, and the right to accept the bid which best serves the interests of the City.

CONTRACT SECURITY: The bidder to whom a Contract is awarded shall furnish Payment & Performance Bonds for the full amount of the Contract within 10 days of award or execution of the Contract. The Performance and Payment Bonds shall contain a provision to increase the Performance and Payment Bonds by the amount of any change orders that might increase the amount of the Contract price. If such bidder fails to execute and file such Contract, Performance and Payment Bonds, within the ten day period, the check, bond, or bank draft accompanying the bid shall be forfeited to the City of New Berlin as liquidated damages.

BID WITHDRAWAL: The City reserves the right to postpone the award of the contract and no bids shall be withdrawn for a period not exceeding 60 days after the date and time set forth in the Bid Opening. The City further reserves the right to retain the bid security of the three (3) lowest bidders during that time.

DESCRIPTION OF WORK: The project to be bid on a square yard basis consists of furnishing all labor, equipment, and materials necessary for cleaning, routing and sealing cracks in selected asphalt roadways. The work of sealing cracks is to start no later than May 22, 2023 and be completed by September 29, 2023. Approximately 438,000 square yards of roadways are included in the Base Bid. Alternate A consists of an additional 12,000 square yards of crack sealing within City parking lots.

Published by authority of the City of New Berlin, Engineering Services, a Division of the Department of Community Development, Tamara Simonson, City Engineer.

City of New Berlin
3805 S. Casper Drive
New Berlin, WI 53151
Waukesha County

Rubina Medina, City Clerk

David Ament, Mayor

PUBLISH: Wednesday, February 15, 2023
 Wednesday, February 22, 2023

SUBCONTRACTOR LIST

The following Subcontractors will be utilized for portions of the Project Work (only list those > \$1,000). Changes shall not be made subsequent to the Bid unless the change(s) is approved by the City.

[illegible]

BIDDER'S QUALIFICATION STATEMENT - CONFIDENTIAL

Submitted to: **City of New Berlin**

Date:

RE: SUBMISSION OF PREQUALIFICATION FORMS FOR THE YEAR

Gentlemen & Ladies:

Submitted herewith please find our statement for your consideration in determining whether our firm is qualified and capable to bid, perform and furnish the necessary labor, materials and skill on the basis of our work record, experience, equipment and staff as required to enter upon and complete those various types of projects indicated below as may be awarded by the municipality during the current year.

It is understood that the determination and decisions of the Municipality with regard to qualifications shall be final, and further, that the information herein **will** be considered confidential. A finding of "Qualified" for one project does not bind the Municipality on other projects, and that the Municipality expressly reserves the right to review and reserve its findings on later projects.

Sincerely,

Signature

Printed Name

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
IDENTIFICATION SECTION

Please CHECK Type of Firm Organization:

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint – Venture

List Principle Individual Names:

(IF Individual, Answer Below)

Sole Trader _____

(IF Partnership, Answer Below)

Partner _____

Partner _____

(IF Corporation, Answer Below)

President _____

Vice-President _____

Secretary _____

Treasurer _____

Licensed to do business in Wisconsin on _____

In what State Incorporated _____ When _____

EXPERIENCE

Tabulation of Major Contracts (over \$25,000) which the Firm has
completed during past 5 Years

Year	Class of Work	Amount	Location of Work	For Whom Performed & Contact Name/Phone

Tabulation of Construction Experience of Principle Individuals in Organization

Individual's Name	Title or Present Position	Years of Experience	Class of Work

List Below Major Pieces of Equipment Owned (or Leased) and
Available when needed for the Proposed Work

Item Description	Qty	Size/ Capacity/ Etc	Condition (Good or Fair)	Years of Service

CONTRACTUAL RESPONSIBILITY

List the trade and percentage of work normally performed with your own work force

Trade	Percentage of Work

Have you (or your Firm) ever failed to complete any work awarded to you?

☐ Yes

☐ No

If so, state: when, where, and why:

When	Where	Why

Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete on time a construction contract?

☐ Yes

☐ No

If so, state: firm name(s), when, where, and why:

Firm Name(s)	When	Where	Why

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
CONTRACTUAL RESPONSIBILITY SECTION

Have you (or firm) asked to be relieved from a bid submitted by it to a public awarding authority during the past ten years?

☐ Yes

☐ No

If so, state: when, where, and why:

When	Where	Why

Have you (firm) been charged with or convicted of a violation of any wage schedule?

☐ Yes

☐ No

If so, state: when, where, and why:

When	Where	Why

List those projects that you (or firm) expect to have in progress at the time of the major performance period for this project:

Project	Location

BONDING RESPONSIBILITY

Name(s) and address of bonding company(ies) which generally execute Bid and Surety bonds:

Name	Address

Name(s) and addresses of all bonding companies other than those listed above, which have written Bid and Surety bonds for your firm during the last five (5) years:

Name	Address

Has any bonding company ever taken over a contract or make any payments, because of your firm's failure to carry out a contract?

☐ Yes

☐ No

If so, state: when, where, and why.

When	Where	Why

List current limits of bonding capacity: _____

List your current average bond premium cost: _____ %

CONTRACTOR'S FINANCIAL STATEMENT

Attach your Statement of Financial Conditions, including the latest regular dated financial statement or balance sheet, which must contain the following items:

1. Current Assets: Cash joint-venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials, and prepaid expenses, net fixed assets, and other assets.
2. Current Liabilities: Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owner, accrued salaries, accrued payroll taxes, other liabilities, and capital (stock, authorized and outstanding shares par values, and earned surplus).

Name of firm preparing statement: _____

Are any of the firm's assets assigned?

☐ Yes

☐ No

If so, state which are assigned and for what purpose they are assigned:

Assigned Asset	Purpose

GENERAL DATA

List below all previous work experience with the City of New Berlin:

Project	Trade	Year

Are you familiar with the provisions of the Agreement Form used by the City's?

- ☐ Yes
☐ No

Are you familiar with its terms and conditions?

- ☐ Yes
☐ No

Are you familiar with the City's specifications?

- ☐ Yes
☐ No

Are you familiar with the regulations of the City relating to bidding and awarding of contracts'?

- ☐ Yes
☐ No

AFFIDAVIT

STATE OF WISCONSIN

_____ } ss
_____ County

_____, being duly sworn, deposes and says
that he is the _____ (Official
capacity/title) of the firm _____ and that the answers to
the foregoing questions and all statements therein contained are true and correct, and
that any Owner, Bonding Company, or other agency herein named is hereby authorized
to supply the City of New Berlin with any information deemed necessary to verify this
statement.

Subscribed and sworn to before me

This ____ day of _____, 20__

_____ Notary Public

_____ County, Wisconsin

My Commission Expires: _____

ATTACH
STATEMENT OF FINANCIAL CONDITIONS

City of New Berlin
JOINT, CRACK CLEANING & SEALING SPECIFICATIONS

A. SCOPE OF WORK

The work shall consist of cleaning, routing cracks and joints in asphalt pavements and sealing prepared cracks and joints with an approved sealing material.

B. GENERAL

Due to funding limitations, the City reserves the right to delete any of the work to satisfy the budget limitations. The Contractor will not receive extra compensation due to the deletion of any of the work, even if the amount deleted exceeds 15% of the original contract amount.

Work shall begin after a written "Notice To Proceed" has been received from the City Engineer. Work shall begin no later than **May 22, 2023** and shall be completed by **September 29, 2023**. A pre-construction meeting will be held prior to the start of the Work. The Contractor shall submit a detailed work schedule, and a sample resident notification signage at the pre-construction meeting.

The Contractor shall review his schedule and have material on-site in a timely manner to complete the project by the completion date. Any alterations to the schedule must be approved by the Owner. If the specified work under this contract is not satisfactorily completed by the mentioned date, the Contractor shall be penalized in the amount of two-hundred fifty (\$250.00) Dollars per calendar day until a satisfactory completion of the proposed work, and shall be disqualified from bidding on future crack sealing projects in the City of New Berlin.

Notice shall be given to the Engineering Services Division no less than 48 hours in advance to any crackfilling operation. The point of contact will be Lucas Pichler, Assistant City Engineer (262) 797-2453. Office hours are 8:00 A.M. to 4:30 P.M. Monday through Friday.

The Contractor shall provide advanced notification a minimum of 48 hours prior to any crack filling work on a particular street. Advanced notification shall be highly visible to drivers and property owners abutting the affected roadway. At a minimum, notices shall contain the Contractor's name, address, emergency contact information, and working dates. The Contractor's advanced notification plan shall be submitted and approved by the Owner prior to the start of the Work. All advanced notifications are considered incidental to the Contract, and will not be paid for separately.

The streets to be crackfilled are listed in the Proposal. For the convenience of the Contractor, maps of the various Sections of the City of New Berlin showing the roadways to receive crack sealing are attached in Appendix A. The provided maps are for reference only. In the event a discrepancy is found between the bid list and the maps, the bid list shall govern.

Under no circumstances on any street shall the lid/grate of any manholes, storm sewer, sanitary sewers, etc. be sealed shut.

On any street which has a paved or gravel shoulder, sealing operations shall extend to the outside edge of the paved surface.

C. MATERIALS

1. An elastic type, hot-pour sealer will be required. The joint sealer material shall meet the requirements of ASTM D 3405 or AAHTO M301. Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the safe heating temperature. The Contractor shall furnish a complete written statement of the origin, composition and manufacture of any and all materials that are to be used in the work. Where sealing compound installation procedures or any part thereof are required to be in accordance with the manufacturer's recommendations, the Contractor shall submit catalogue data and copies of recommendations prior to the installation of the material(s).
2. The joint sealer material used shall be reheated in accordance with the Manufacturer's Specifications. Backer rod used in conjunction with this sealer shall be made of cellulose, cotton, or plastic foam. The backer rod shall withstand, without damage, the high temperatures inherent of the sealer. The diameter of the backer rod shall be one quarter (1/4") inch larger than the prepared crack opening and shall be installed to maintain its proper position during the pouring process.
3. A sample of sealant material to be used shall be submitted to the City Engineer. Each batch of sealing compound delivered to the job site shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of the specification.

D. EQUIPMENT

1. Routing equipment shall be mechanical and power driven, capable of cutting the joints and cracks to the required dimensions. The router must have in-line wheels and a cutting-head capable of following random cracks and should have depth control to insure consistent and accurate routing depths. Excessive spalling of the pavement surface will not be permitted. The inspecting engineer will determine if excessive spalling is present. Inspecting engineer will notify contractor and stop routing operations. Contractor shall make necessary adjustments to equipment to prevent additional spalling. City Engineer will be notified of the location and deploy the City of New Berlin Streets Department to make the necessary repairs. Contractor will be billed for the additional work performed by the City of New Berlin.
2. Two (2) air compressors shall be required during asphalt crack sealing operations. They must be of sufficient size to maintain a minimum air pressure of 120 psi and provide moisture-free and oil-free compressed air. One compressor shall be used on asphalt pavement with an air wand to blow out the cracks and clean off the road. The second shall be used with the heat lance. Note that one compressor is not of sufficient size to run both air wand and heat lance at the same time. It may be necessary to sweep up the router debris between air wand operations to keep debris out of the cracks.
3. Water cleaning equipment (if used on sawed concrete pavement joints) shall be capable of delivering 2,000 psi of water pressure to clean and remove loose material, and existing joint sealer from said joints or cracks.

4. Sand blasting equipment shall be capable of removing any existing sealant, saw slurry, silt or other foreign material from the vertical face of the cracks of joints to the specified depth, leaving a clean, dry, newly exposed surface.
5. The Contractor shall have sweeping equipment on site at all times to clean up debris and respond to dirt and dust complaints. Street sweeping debris shall be disposed of according to Wisconsin DNR requirements.
6. Equipment used for heating and placing the hot-pour sealant material shall be of the oil-jacketed, double-boiler type heating kettle, approved by the City Engineer, and be equipped with both agitation and re-circulation systems. The unit shall be capable of heating the material to 410 degrees F and pumping the material into the prepared cracks or joints with a wand applicator.

E. TRAFFIC CONTROL

1. All materials, equipment, labor, flag person(s) and traffic control devices shall be provided by the Contractor and shall be included in the unit price bid, unless otherwise noted. The Contractor shall install, erect, re-erect and mobilize traffic control devices in accordance with part VI of the Wisconsin Uniform Traffic Control Devices Manual and applicable City of New Berlin specifications.

F. CONSTRUCTION

1. Cleaning

- a. Crack cleaning and sealing shall be done only when the ambient air and pavement surface temperatures are above 40 degree F. When near the minimum and dropping, additional blow torch blasting and drying time, or both, shall be required to assure satisfactory bond between the sealant material and crack face.
- b. Cracks shall be clean and dried prior to sealing. Just prior to being filled, all cleaned cracks in asphalt shall be dried with a high capacity blowtorch. The entire crack reservoir shall be filled with sealant to a level even with the roadway surface. A narrow "U" shaped squeegee may be used on asphalt to aid in sealant placement.
- c. Cracks shall be sealed within three (3) working days after routing or sawing preparation.
- d. Following all crack routing and cleaning operations, the roadway shall be cleared of all debris. The roadway shall be cleared of debris within 48 hours of sealing operations by mechanical sweeping, or alternate method as approved by the City's contracted inspector.

2. Crack Type:

- a. Class I Cracks
On asphalt streets, cracks which have an average opening of $\frac{3}{4}$ inch (3/4") or less shall be routed to provide a minimum sealant reservoir of $\frac{3}{4}$ inch (3/4") width by a nominal $\frac{3}{4}$ inch (3/4") depth.
- b. Class II Cracks

Asphalt and Concrete joints and cracks which do not require routing or refacing shall be considered Class II cracks. Asphalt cracks which have an average opening greater than $\frac{3}{4}$ inch ($\frac{3}{4}$ ") will not require routing but they shall be thoroughly cleaned of all foreign material to a depth necessary to accommodate the sealer material and backer rod, if used. If backer rod is used, it shall be placed in the crack to a depth that provides at least $\frac{3}{4}$ inch ($\frac{3}{4}$ ") clearance above the backer rod for the sealer. The backer rod shall be dry when placed.

A Class I & II crack is also defined as a visible separation within the surface. There is no discernment between a partial crack and a true working crack. Both shall be cleaned, routed and sealed.

- c. **Previously Sealed Cracks**
Previously sealed cracks that have not opened, and sealer is in good condition, do not need to be sealed. Previously sealed cracks that have opened, or where the sealant is in poor condition shall have loose sealant removed, and the cracks shall be resealed.
- d. **Block & Alligator Cracking**
Areas of block cracking with blocks greater than 1-foot shall be cleaned and sealed similar to a Class I or Class II crack. Areas of alligator cracking shall have the outermost crack sealed. The remaining inner cracks are not required to be sealed. The City's Contracted inspector will make note of these areas and report to the City for repair outside of this Contract. Secondary cracks along longitudinal and transverse cracks shall be sealed.
- e. **Slippage Cracking**
Areas of slippage cracking without loose pavement shall have cracks sealed. Slippage cracks with loose pavement do not need to be sealed. The City's Contracted inspector will make note of these areas and report to the City for repair outside of this Contract.
- f. **Curb & Gutter Flange Joint**
On any street with concrete curb & gutter, all vegetation shall be removed and the vertical joint along the flange line, between the curb & gutter and pavement, shall be sealed. Joints in the concrete curb and gutter shall not be sealed.
- g. **Traffic Signal Loops**
On any street with a traffic signal pavement loop, the buried loops shall not be sawed or routed. They shall be cleaned with air pressure only and filled with crack filler. Any traffic loop damaged by the Contractor shall be repaired by the City with all costs paid by the Contractor.
- h. **Driveway Joint**
If a crack exists on an asphalt driveway along the edge of roadway pavement, the crack shall be sealed. The pavement transition joint on concrete driveways shall not be sealed.

3. Finishing:

Lanes may be opened to traffic only after the sealer has set sufficiently so it will not pick up under traffic. Glenzoil 20 Plus, biodegradable paper or approved equal shall be applied to all new sealant applied regardless of location. Under no circumstances shall the Contractor apply the paper before the sealer surface has set so as to avoid penetration of the liquid or paper into the sealer. Any crack which has paper penetrated into the sealer is unacceptable and will be required to be resealed by the Contractor.

At locations where crack sealant settles into the crack opening more than 1/8" below adjacent pavement, additional filling will be necessary. Any crack, which has crackfiller more than 1/8" above the pavement surface and deemed unacceptable by the contracted inspector, shall be resealed by the Contractor.

G. WORK RESTRICTIONS:

There are work restrictions on all City streets from 7:00 P.M. to 7:00 A.M. The Contractor shall work around restrictions such as morning and afternoon rush hour traffic, and special events in or around the construction area, and holidays.

The Contractor may store materials and equipment at his own risk in the Street Division Yard, 16550 National Avenue, with admittance restricted to weekdays from 7:00 A.M. to 7:00 P.M.

H. PAYMENT

Crack Routing, Cleaning and Sealing shall be paid for at the Square Yard unit price per Street. Payment shall be full compensation for all labor, equipment, materials, mobilization, traffic control and incidentals required for routing, cleaning and placing of the sealant as accepted by the Contracted Inspector.

The Contractor shall provide, to the Contracted Inspector, weekly status reports identifying roadways listed in the bid list that have been crack sealed. The Contracted Inspector shall review these reports and quantities, and recommend to the City the agreed upon quantities for payment.

I. GUARANTEE OF WORK

Contractor shall guarantee that the cracks sealed shall remain sealed through the following one (1) winter. The City Engineer shall identify areas of sealed cracks, and report to the Contractor those areas. The Contractor shall then return to the project site and repair the identified areas at no additional cost to the City. Contractor shall provide the City Engineer with three (3) working days advance notice of their expected return.

**CITY OF NEW BERLIN
RD-23-02**

**2023 ROADWAY MAINTENANCE JOINT, CRACK
CLEANING & SEALING PROJECT**

PROPOSAL

To the City of New Berlin
New Berlin, WI 53151

We hereby propose to furnish and deliver, Joint and Crack Cleaning and Sealing as per City of New Berlin specifications.

Having become familiar with the local conditions affecting the cost of the work and with the Contract Documents, including Advertisement for Bids, Form of Bonds, etc., Plans, Specifications, any Addenda and Exhibits issued and attached to the Contract Documents on file in the Office of the City Engineer of New Berlin, Wisconsin, the undersigned hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment and all transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following Bidding Schedule, all in accordance with the Plans and Specifications for the sum set forth in the following Bidding Schedule:

Base Bid				
ID	Route	Quantity (SY)	Unit Cost	Total Cost
Section 1				
1153-08	129Th St from Greenfield Ave to Needham Dr	810		
1153-10	Needham Dr from 129Th St to 124Th St	4042		
Section 2				
1159-15	Cherrywood Ct from Termini to Parkside Dr	590		
1160-17	Woodshire Dr from Woodland Dr to Rogers Dr	3240		
Section 3				
1161-01	Blue Jay Cir from Termini to Robin Rd	521		
1161-03	Canary Ln from Termini to Robin Rd	846		
1161-04	Cardinal Ln from Termini to Robin Rd	813		
1161-12	Robin Rd from Termini to Moorland Rd	3558		
1162-21	Calhoun Rd from Fullerton Ave to Greenfield Ave	1792		
1163-01	Calhoun Service Dr from Termini to Calhoun Rd	4183		
1163-02	170Th St from Lincoln Ave to Rogers Dr	4801		
1163-04	Calhoun Service Dr from Rogers Dr to Calhoun Service Dr	801		
1164-01	162Nd St from Rogers Dr to Lincoln Ave	4267		
Section 4				
1168-01	East Ln from West Ln to Rogers Dr	2460		

1168-02	East Ln from 0.04 mi North of Termini to Westward Dr	1112		
1168-03	Elger Ct from Termini to West Ln	510		
1168-05	Ridgeway Dr from 0.04 mi North of Termini to Westward Dr	1154		
1168-06	Rogers Dr from Termini to Calhoun Rd	7211		
1168-07	West Ln from Westward Dr to Rogers Dr	4970		
1168-08	Rogers Ct from Termini to Rogers Dr	1395		
1168-09	Todd Ct from Termini to Westward Dr	682		
1168-10	Westward Dr from Termini to Calhoun Rd	7627		
1168-11	Woodlawn Dr from West Ln to Westward Dr	2243		
Section 5				
1170-01	Johnson Rd from Downie Rd to Greenfield Ave	4020		
1170-02	Johnson Rd from Termini to Downie Rd	4394		
Section 6				
1173-05	Sunny Crest Dr from Villa Ter to Green Hill Rd	2976		
1173-07	Villa Ter from City Limit to Sunny Crest Dr	1227		
1173-08	Westbrooke Pkwy from City Limit to Sunny Crest Dr	1244		
1174-03	Green Hill Rd from City Limit to Valley Dr	2055		
1174-05	Valley Dr from Termini to Pleasant Hill Dr	1506		
Section 7				
1178-02	Broadale Dr from Termini to Springdale Rd	2259		
Section 8				
1183-02	Imperial Ct from Termini to Rolling Dr	1237		
1183-03	Rolling Dr from Termini to Cleveland Ave	2943		
1183-04	Wedgewood Ct from Termini to Rolling Dr	1261		
Section 10				
1189-03	162Nd St from Lincoln Ave to Glendale Dr	4749		
1189-04	162Nd St from Termini to Glendale Dr	424		
1190-01	Calhoun Service Dr from Termini to Glendale Dr	4844		
1190-04	170Th St from Glendale Dr to Lincoln Ave	5297		
1191-05	Ryerson Rd from 166Th St to Calhoun Rd	8058		
1191-07	166Th St from Cleveland Ave to Ryerson Rd	5636		
1192-02	Ryerson Rd from 166Th St to Moorland Rd	12545		
Section 11				
1193-02	Glendale Dr from Brookland Rd to Sunny Slope Rd	4901		
1193-03	Lilac Ln from Overland Dr to Glendale Dr	1897		
1193-04	Lombardy Ln from Lilac Ln to Lincoln Ave	2815		
1193-05	Meadowmere Pkwy from Lincoln Ave to Cleveland Ave	6522		
1195-04	Olivia Ln from Termini to 149Th St	1231		
1196-10	Fieldpointe Ct from Termini to Fieldpointe Dr	887		

1196-16	Sandra Ln from Maylore Dr to 0.04 mi North of Fieldpointe Dr	1240		
Section 12				
1198-01	Cardinal Pkwy from Meadowlark Dr to Sunny Slope Rd	4116		
1198-03	Green Meadow Dr from Meadowlark Dr to Lilac Ln	3654		
1198-04	Lilac Ln from Meadowlark Dr to Sunny Slope Rd	4414		
1198-05	Lincoln Rd from Termini to 134Th St	792		
1198-06	Lincoln Rd from Meadowlark Dr to 134Th St	1336		
1198-07	Meadowlark Dr from Termini to Cleveland Ave	6142		
1198-08	Robin Tr from Sunny Slope Rd to Meadowlark Dr	4081		
1198-09	133Rd St from Termini to Lincoln Rd	3375		
Section 13				
1204-11	North Ln from Brentwood Dr to 124Th St	4794		
1204-12	North Ln from Brentwood Dr to 0.04 mi West of Pohl Dr	2640		
1204-13	North Ct from Termini to North Ln	524		
Section 14				
1207-01	Howard Ave from Termini to Moorland Rd	7111		
1208-06	Hemlock Dr from Termini to Spruce Rd	1261		
Section 15				
1212-08	Town Rd from Termini to National Ave	5361		
1191-01	Calhoun Rd from National Ave to Coffee Rd	18302		
Section 16				
1213-01	Poplar Creek Tr from Meadow Creek Ct to Calhoun Rd	4193		
1214-01	Heide Ln from Termini to Coffee Rd	2632		
1214-02	Dena Dr from Termini to Heide Ln	1609		
1214-03	Lynette Ln from Termini to Heide Ln	4029		
Section 17				
1217-01	Catamount Dr from 0.2 mi South of Termini to Coffee Rd	2768		
1217-02	Catamount Ct from Termini to Catamount Dr	531		
1219-01	Bittersweet Ln from Wehr Rd to Cari Adam Dr	2672		
1219-02	Cari Adam Dr from Coffee Rd to 0.08 mi South of Pheasant Run Dr	4520		
1219-03	Cari Adam Cir from Termini to Cari Adam Dr	595		
1219-04	Chestnut Dr from Termini to Wehr Rd	769		
1219-05	Chestnut Dr from Termini to Wehr Rd	952		
1219-06	Pheasant Run Dr from Cari Adam Dr to Termini	1891		
1219-07	Pheasant Run Dr from Termini to Cari Adam Dr	1569		
1219-08	Wehr Rd from Mulberry Cir to 0.19 mi North of Rustic Ridge Dr	2078		

1219-09	Wehr Rd from Coffee Rd to Mulberry Cir	1978		
1219-14	Mulberry Cir from Termini to Wehr Rd	1009		
Section 18				
1223-01	Canary Rd from Termini to Racine Ave	1302		
1223-02	Lucylle Ln from Termini to Oakcrest Dr	1431		
1223-03	Oakcrest Dr from Termini to Shady Ln	3154		
1223-04	Orchard Dr from Termini to Racine Ave	1917		
1223-05	Shady Ln from Termini to Racine Ave	2535		
Section 19				
1224-02	Swartz Rd from Termini to Beeheim Rd	533		
1227-01	Hidden Valley Dr from Termini to Hillview Dr	5215		
1227-02	Hillview Dr from Beeheim Rd to Hillview Ct	4237		
1227-03	Hillview Dr from Hillview Ct to Lawnsdale Rd	5580		
1227-04	Hillview Ct from Termini to Hillview Dr	973		
1227-05	Hi View Ct from Termini to Hidden Valley Dr	1133		
1228-01	Margaret Ct from Termini to Swartz Rd	325		
Section 22				
1237-18	Regal Manor Ct from Termini to Regal Manor Dr	407		
Section 23				
1241-07	Honeyager Dr from Farrell Dr to 0.11 mi South of Howard Ave	2732		
1242-09	Fenway Dr from Regal Dr to Mayflower Dr	5286		
1242-10	Fenway Ct from Termini to Fenway Dr	1931		
1242-12	Glenora Ave from Regal Dr to Harcove Dr	4712		
1242-13	Glenora Ct from Termini to Glenora Ave	1951		
1242-16	Kingsway Dr from Termini to Linfield Dr	6881		
1242-17	Linfield Ln from Glenora Ave to Adell Ave	3310		
1242-21	Regal Dr from Maple Ridge Rd to Harcove Dr	10312		
1242-22	Regal Ct from Termini to Regal Dr	1258		
1242-24	Tie Ave from Glenora Ave to Fenway Dr	1212		
1243-01	Camrose Ave from Mayflower Dr to Hunter Ln	3742		
1243-02	Dora Ln from Termini to Mayflower Dr	1315		
1243-03	Fenway Dr from Termini to Regal Dr	1251		
1243-04	Harmony Dr from Termini to Camrose Ave	947		
1243-05	Maple Ridge Rd from Camrose Ave to Mayflower Dr	3648		
1243-06	Maple Ridge Ct from Termini to Maple Ridge Rd	451		
1243-07	Mayflower Ct from Termini to Mayflower Dr	1155		
1243-08	Mayflower Ct from Termini to Mayflower Dr	919		
1243-09	Mayflower Ct from Termini to Mayflower Dr	1128		
1243-10	Rachel Ln from Camrose Ave to Mayflower Dr	2349		
1243-11	Rachel Ct from Termini to Rachel Ln	648		

1243-12	Regal Ct from Termini to Regal Dr	1016		
1243-13	Quimby Ave from Mayflower Ct to Maple Ridge Rd	2033		
1243-14	Mayflower Dr from Termini to Moorland Rd	11460		
Section 24				
1245-01	Belgrave Rd from Termini to Scarborough Dr	282		
1245-02	Carnaby Ln from Scarborough Dr to Weatherstone Blvd	1621		
1245-03	Carnaby Ct from Termini to Carnaby Ln	799		
1245-07	Coventry Ct from Termini to Coventry Rd	469		
1245-09	Greenlawn Ct from Termini to Greenlawn Ter	676		
1245-14	Scarborough Ct from Termini to Carnaby Ln	623		
1245-21	Victoria Ct from Termini to Victoria Cir	634		
1245-22	Victoria Ct from Victoria Cir to Victoria Cir	286		
1245-25	Weatherstone Blvd from 124Th St to Scarborough Dr	853		
1245-26	Weatherstone Ct from Termini to Weatherstone Blvd	440		
1245-27	Weatherstone Ct from Termini to Weatherstone Blvd	630		
1245-28	Weatherstone Ct from Termini to Weatherstone Blvd	633		
1245-31	Woodhill Ct from Woodhill Ln to Termini	823		
Section 25				
1251-07	Marquette Ct from Marquette Dr to Termini	685		
1252-02	Balboa Dr from Termini to Grange Ave	8707		
1252-13	Magellan Dr from Balboa Dr to Balboa Dr	3929		
Section 28				
1264-02	Beres Rd from Calhoun Rd to Martin Rd	12026		
1264-05	Majors Dr from Woodland Ct to Beres Rd	6146		
1264-09	Steven Ct from Termini to Steven Dr	622		
Section 29				
1265-01	Egofske Rd from Termini to Hillcrest Dr	1400		
1265-02	Hillcrest Dr from Termini to 0.05 mi West of Rolling Meadow Dr	5277		
1265-03	Hillcrest Ct from Termini to Hillcrest Dr	1561		
1265-04	Pinewood Dr from Racine Ave to Hillcrest Dr	1573		
1265-05	Woodridge Ln from Termini to Hillcrest Dr	1867		
1265-12	Woodridge Ln from Termini to Hillcrest Dr	661		
Section 35				
1289-01	Red Fox Rd from Termini to Grange Ave	3704		
1289-02	Fox Tail Ct from Red Fox Rd to Termini	2949		
1289-03	Fox Tail Dr from Sunny Slope Rd to Fox Tail Ct	1074		
1292-01	Aster Ct from Termini to Osprey Way	620		

1292-02	Pennycress Ct from Termini to Osprey Way	620		
1292-03	Osprey Way from Old Farm Rd to Sunny Slope Rd	3731		
1292-04	Primrose Ct from Termini to Osprey Way	591		
1292-05	Grouse Hollow Ct from Termini to Osprey Way	808		
1292-06	Old Farm Rd from Sunny Slope Rd to Termini	4223		
1292-07	Thomson Hollow Ct from Termini to Old Farm Rd	622		
1292-08	Delora Ct from Termini to Old Farm Rd	502		
Section 36				
1293-01	Balboa Dr from Grange Ave to 0.04 mi East of Andrae Dr	3558		
1293-03	Golden Rain Ct from Termini to Woodfield Ln	976		
1293-04	Golden Rain Ln from Termini to Woodfield Ln	2663		
1293-07	Hawthorne Ln from Termini to Golden Rain Ln	3662		
1293-08	Hawthorne Ln from Termini to Golden Rain Ln	1073		
1293-10	Murray St from Termini to Hawthorne Ln	1655		
1293-13	Westeria Ct from Termini to Balboa Dr	619		
1293-14	Woodfield Ln from Termini to Balboa Dr	2816		
Total		437,572		

Write Out Total: _____

Alternate A			
Route	Quantity (SY)	Unit Cost	Total Cost
City Hall North Parking Lot	5588		
City Hall South Parking Lot	6328		
Total	11,916		

Write Out Total: _____

VENDOR PROPOSED MATERIAL & HEATING EQUIPMENT:

Manufacturer/Model # of Heating Equipment:

Manufacturer/Name of Joint Sealer Material:

ASTM Specifications:

Federal Specifications:

The calculated quantities shown are to the nearest Square Yard and are solely for the purpose of facilitating the comparison of Bids. Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they are more or less than those shown. In the event contract costs exceed budget amounts, the City reserves the right to adjust contract quantities to meet its best interests, including elimination line item(s), if necessary. Increases to the contract shall be a negotiated price - based on the average unit bid prices per square yards of pavement. The contract will be awarded to the Bid considered most advantageous to the City of New Berlin.

Accompanying this Proposal is a (Certified Check) (Bid Bond) (Bank Draft) in the amount of Five Percent (5%) of amount bid payable to the City of New Berlin, Wisconsin, which (protects) it is agreed will be forfeited to said City of New Berlin if the Undersigned failed to execute the Contract in conformity with the Form of Contract incorporated in the Contract Document, and furnish bond as specified within ten days from the notifications of the award of the Contract to the undersigned.

In submitting this Proposal, it is understood and agreed by the undersigned that the right is reserved by the Owner to reject any or all proposals. It is further understood and agreed that this Proposal may not be withdrawn for a period of (60) sixty days from the opening thereof.

If awarded a Contract under this Proposal the undersigned agrees to start work within ten (10) calendar days after the receipt from the Owner of a formal Notice to Proceed. The undersigned further agrees to commence work at the site on a date to be specified in a written order from the Owner, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and the Owner, and agrees to fully complete all work covered by September 29, 2023. The undersigned understands and agrees that the Owner reserves the right to defer issuance of a written order to commence work for a period not to exceed thirty (30) days after the date herein established by the undersigned as a proposed starting date.

The Contractor hereby declares that he has read each and every stipulation within the "Specifications" including all Codes referred to, and that he fully understands them and that he hereby agrees to faithfully comply therewith.

It is agreed that if the Contractor is permitted to finish the work after the time stated in this Proposal, the City of New Berlin may deduct from any money due the Contractor a sum of 250.00 dollars for every calendar day beyond the above specified time which shall elapse before the work is satisfactorily completed unless a written extension is approved by the City Engineer.

DATE

FIRM NAME

BY: _____

TITLE

BY: _____

TITLE

OFFICIAL ADDRESS

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.

**2023 ROADWAY MAINTENANCE JOINT, CRACK
CLEANING & SEALING CONTRACT
RD-23-02**

This Contract made this _____ day of _____, 2023, by and between _____, herein called the "Contractor", and the City of New Berlin, a municipal corporation, located in Waukesha County, Wisconsin, herein called the "Owner".

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

ARTICLE I. SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the specifications, contributions to social security and all utility and transportation service required to perform and complete in a workmanlike manner the projects as defined in these contract documents, all in strict accordance with the specifications and in strict compliance with the Contractor's proposal and other contract documents, herein mentioned as component parts of this contract. The Contractor shall do everything required by this contract and other documents constituting a part thereof and in the manner specified therein.

The anticipated Contract Award date and Notice to Proceed date for this Contract will be **April 28, 2023**. The City of New Berlin is requesting that the work start no later than **May 22, 2023** and be completed by **September 29, 2023**.

ARTICLE II. CONTRACT PRICE

Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the approved not to exceed Contract price of _____.

The above total shall be the basis for establishing the amount of the performance bond.

PAYMENT

The Contractor shall review pay quantities with the City Engineer on a minimum bi-weekly basis. No more than two weeks shall pass between when the work has taken place and the quantity verification between the City Engineer and Contractor. If more than two weeks pass, the quantities as determined by the City Engineer shall be conclusive.

The Owner will retain 5% of the estimate of the value of the Work or Contract until 50% of the Work is completed. If the Work has been 50 percent completed as determined by the City Engineer, and if the character and progress of the Work have been satisfactory to the City Engineer, Owner, on recommendation of the City Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed less the aggregate of payments previously made and the retainage calculated. If the Work is certified as unsatisfactory by the City Engineer, Owner will continue to retain part of the

payments up to 10% of the value of the Work completed.

Owner, in case the work under this contract is not completed within the time required, or within an extended time approved in writing by the Owner, is authorized to take charge of the work and finish it at the expense of the Contractor and his sureties and to apply the amounts retained from estimates to the completion of the work.

The final payment shall be made within 60 days after completion and acceptance of the work included in this contract and all payments shall be due when certificates are issued for them. However, the owner may withhold payments prior to final acceptance of the work for reasons set forth in the general or special specifications.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or, if no attached, as if the same were hereto attached.

- Advertisement for Bids
- Subcontractor List
- Bidder's Qualification Statement
- Subcontractor's Qualification Statement
- City of New Berlin Standard Specifications for Joint, Crack Cleaning & Sealing
- Bid Proposal
- Contract
- Bid Bond
- Section Maps Showing the Locations for Crack Sealing
- State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.

The Contract Documents form a complete unit and requirements called for by one as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern. Special provisions shall control over general conditions. City of New Berlin Standard Specifications for Roadway Construction shall control over State of Wisconsin Standard Specifications for Highway and Structure Construction.

ARTICLE IV. PAYMENT FOR LABOR AND MATERIAL

In accordance with Section 16.856 of the Wisconsin Statutes, prevailing wage is not applicable to this project.

ARTICLE V. OBSTRUCTION OF STREETS

If the Contractor shall in any manner obstruct a street or sidewalk, he shall put up and maintain barriers and lights to prevent accidents, and shall be liable for all damages caused by failure to do so; and such Contractor shall further be liable for all damages caused by the negligent digging up of the streets, alleys, or public grounds or which may result from his carelessness in the execution of such work (Section 62.15 (11), Wisconsin Statutes). The Contractor shall also be bound by any further requirements of the specifications on this point.

ARTICLE VI. CONTRACT BOND

At the time that the Contract is executed, the Contractor shall furnish to the Owner a performance/labor and material payment bond in the amount of 100% of the Contract price issued by a surety company licensed to do business in this state conditioned for the faithful performance of the contract and the payment to every person entitled thereto of all claims for labor performed and materials furnished under the Contract to be used or consumed in making the public improvement or performing the public work as provided in the contract and as specified in the contract all as required by Section 289.14 (1), Wisconsin Statutes.

ARTICLE VII. ENDORSEMENT OF INSURANCE

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contractor receiving payment under this Contract shall be the sole responsibility of the Contractor. The Contractor shall be required to carry insurance coverage of the type and with the minimum limits set forth below. The Contractor shall be solely responsible to meet Contractor insurance needs as specified below during the terms of this Contract or any extension thereof.

General Liability:

General Aggregate	\$2,000,000
Products Comp/Ops Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

Automobile Liability:

CSL	\$1,000,000
Bodily Injury (Per Accident)	\$1,000,000
Property Damage (Per Accident)	\$1,000,000

Umbrella Liability:

Umbrella Form - Each Occurrence	\$2,000,000
Umbrella Form - Aggregate	\$2,000,000
Self-Insured Retention	\$ 10,000

Workers' Compensation and Employers' Liability

Each Accident	\$ 500,000
Disease Policy Limit	\$1,000,000
Disease Each Employee	\$ 500,000

The Contractor shall not commence work until he has obtained all insurance required by the City of New Berlin. A Policy Endorsement shall be signed by an authorized Principal of the Insurer and provided to the City Engineer as evidence thereof naming the City as an additional insured and showing the Contractor is covered by the above required types and amount of insurance, providing for a thirty (30) day written notice to the City prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected. The additional insurance must be on a primary and noncontributory basis.

ARTICLE VIII. INDEMNIFICATION

To the fullest extent allowable by law, the Contractor hereby indemnifies and shall defend and hold harmless the City, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of an act, omission, fault, or negligence, whether active or passive, of the Contractor, its' subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City. The Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City or of the City's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Contractor, and subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Firm or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in the Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

The Contractor shall reimburse the City, or any of its directors, officers, employees, or authorized representative or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, or any of its directors, officers, employees, or authorized representative or volunteers.

ARTICLE IX. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, upon payment of any amounts properly due the Contractor, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this Contract shall, at the option of City, become the property of the City. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, and City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the City from the Contractor is determined. If through no fault of the Contractor, the City shall fail to fulfill in a timely

and proper manner, its obligations under this Contract, or if the City shall violate any of the covenants, agreements or stipulations of the Contract, the Contractor shall thereupon have the right to terminate this Contract by giving written notice to the City of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

ARTICLE X. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time for any reason by giving at least ten (10) day notice in writing from the City to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contractor covered by this Contract, less payments for such services as were previously made plus all reimbursed expenses payable under this Contract. If this Contract is terminated due to the fault of the Contractor, Section X thereof, relative to termination, shall apply.

ARTICLE XI. CHANGES

The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to the Contract. Further, if in the Contractor's opinion, said changes involve work not included in the terms or scope of services of this Contract, the Contractor must notify the City in writing if it is believed that extra compensation or additional time allowance is warranted. Such notification shall include the justification for extra compensation and the estimated amount of additional fee requested. The City shall review the Contractor's submittal and, if acceptable, will approve a change order as an amendment to this Contract. Work under a change order shall not proceed until so authorized by the City. Such change orders shall include appropriate time extensions when warranted.

ARTICLE XII. OPEN RECORDS REQUIREMENTS

Notwithstanding any other clause written herein, Contractor understands and agrees that the City is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then Contractor shall provide the information as requested and charge no more than the cost to copy said information.

ARTICLE XIII. MISCELLANEOUS

- A. Terms used in this Contract are as defined in the General Conditions.
- B. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations), 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.

- C. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives, to the other party hereto in respect of all covenants, agreements and obligations set forth in the Contract documents.
- D. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- E. Notwithstanding any other clause written herein, Contractor understands and agrees that Owner is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then Contractor shall provide the information as requested and charge no more than the cost to copy said information.

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

Contractor

Address

(SEAL)
ATTEST:
By: _____

By: _____

Title

CITY OF NEW BERLIN

By: _____
Mayor

(SEAL)
ATTEST:

By: _____
Clerk

Provision has been made to pay the liability that will accrue under this Contract.

Approved as to form:

By: _____
Treasurer

City Attorney

Date: _____

Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as principal, and
_____ as Surety, are hereby
held and firmly bound unto City of New Berlin as Owner in the penal sum of
_____ for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns. Signed, this _____ day of _____, 20____.
The condition of the above obligation is such that whereas the Principal has submitted to City of New Berlin a
certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
2023 Roadway Maintenance Joint, Crack Cleaning & Sealing Contract RD-23-02, City of New Berlin.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By:

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):
Business):

SURETY (Name and Address of Principal Place of

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, of the Default. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract.; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor 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:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - 2 **Deny liability in whole or in part and notify Owner citing reasons therefor.**
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to 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 Contractor ceased working or within two years after 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 Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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.

12. Definitions.

12.1 Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

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

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

PAYMENT BOND

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

CONTRACTOR (Name and Address):
Business):

SURETY (Name and Address of Principal Place of

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a 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 Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to 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 or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 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. Surety's total obligation 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 Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. 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. Surety hereby waives notice of any change, including changes of time, to the 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 Paragraph 4.1 or Paragraph 4.2.3, 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 Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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.

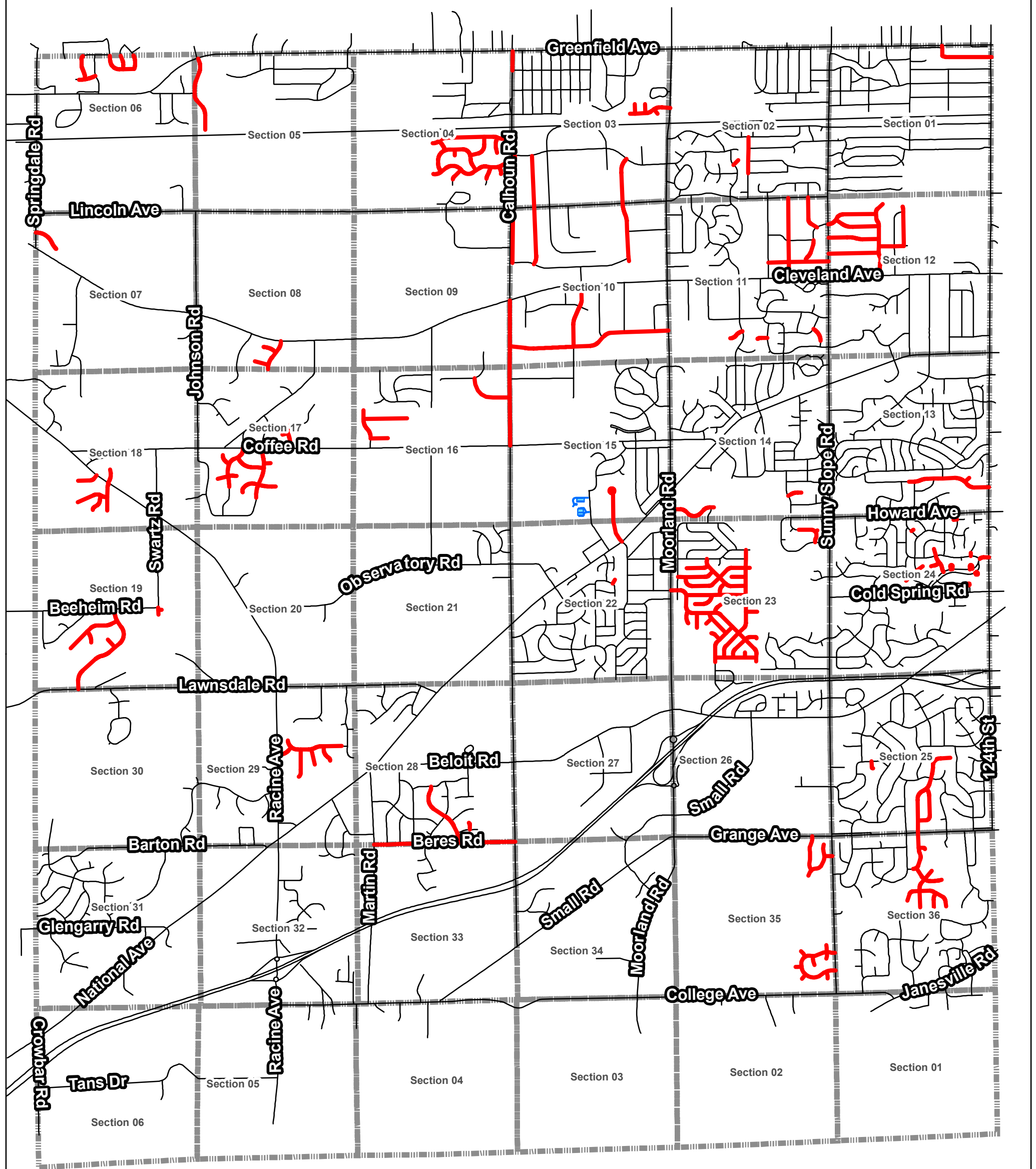
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

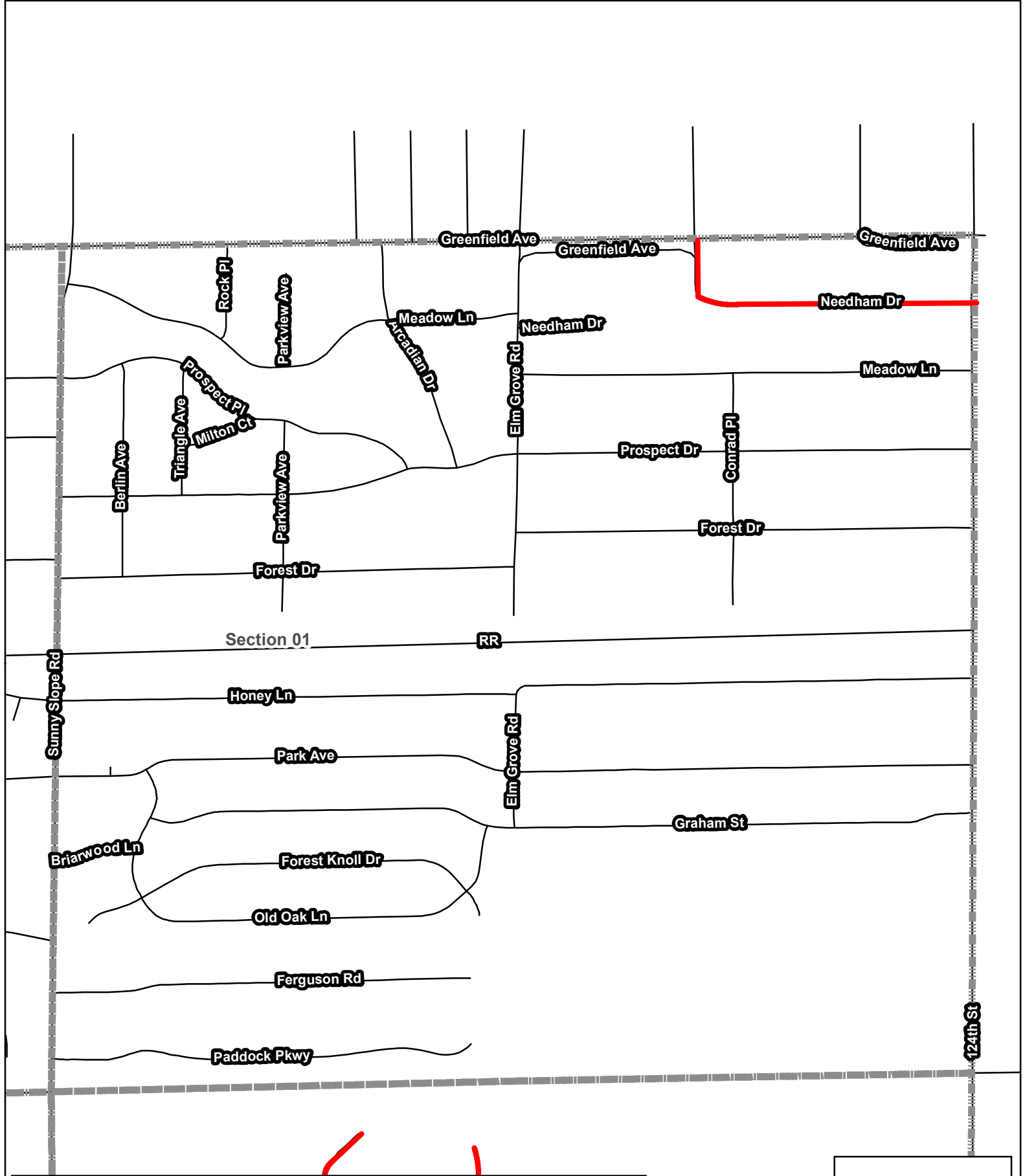
15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of 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 Contract, architectural and engineering services required for performance of the Work of Contractor and 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. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

APPENDIX A

STREET MAPS BY SECTION



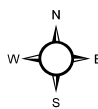


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 01



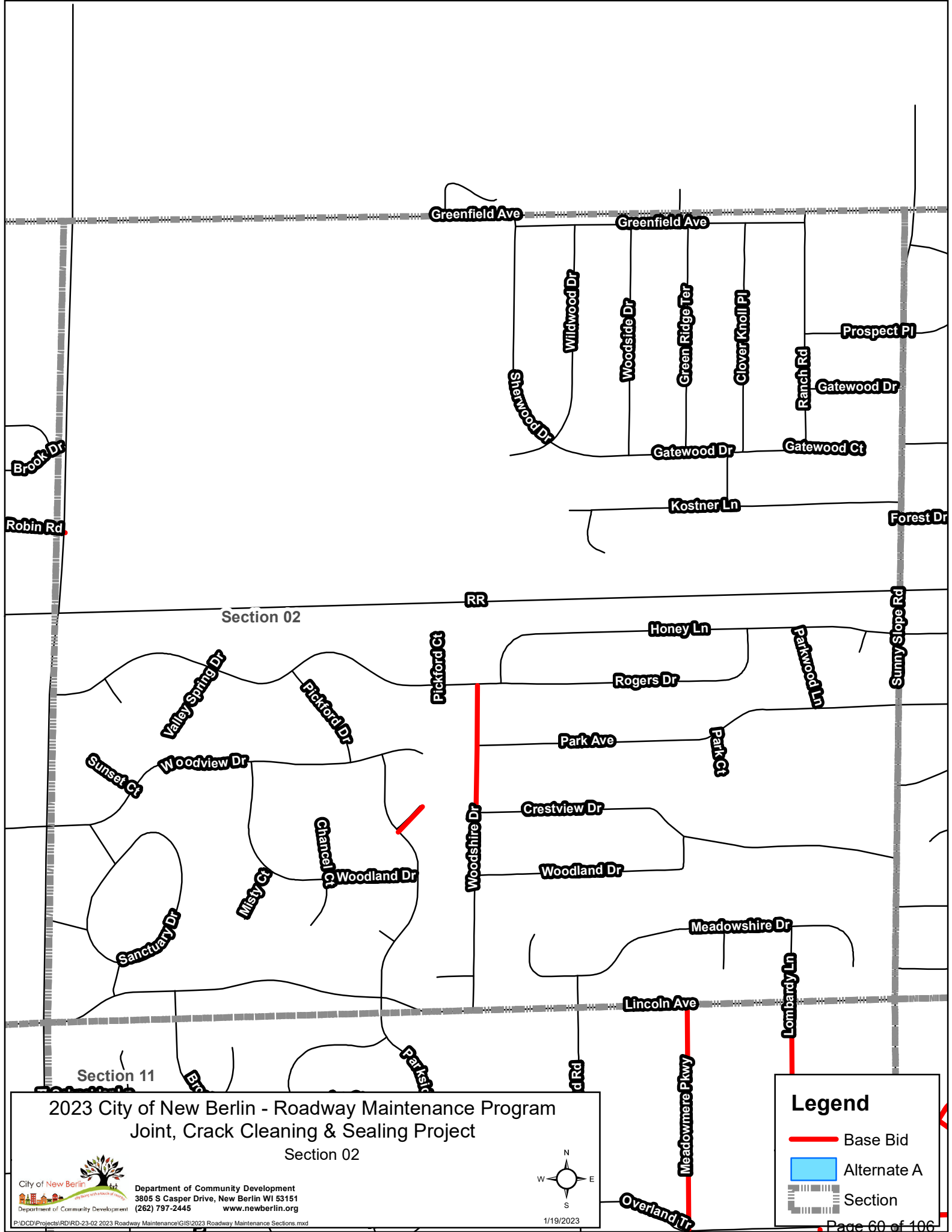
Department of Community Development
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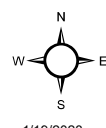
- Base Bid
- Alternate A
- Section



2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 02



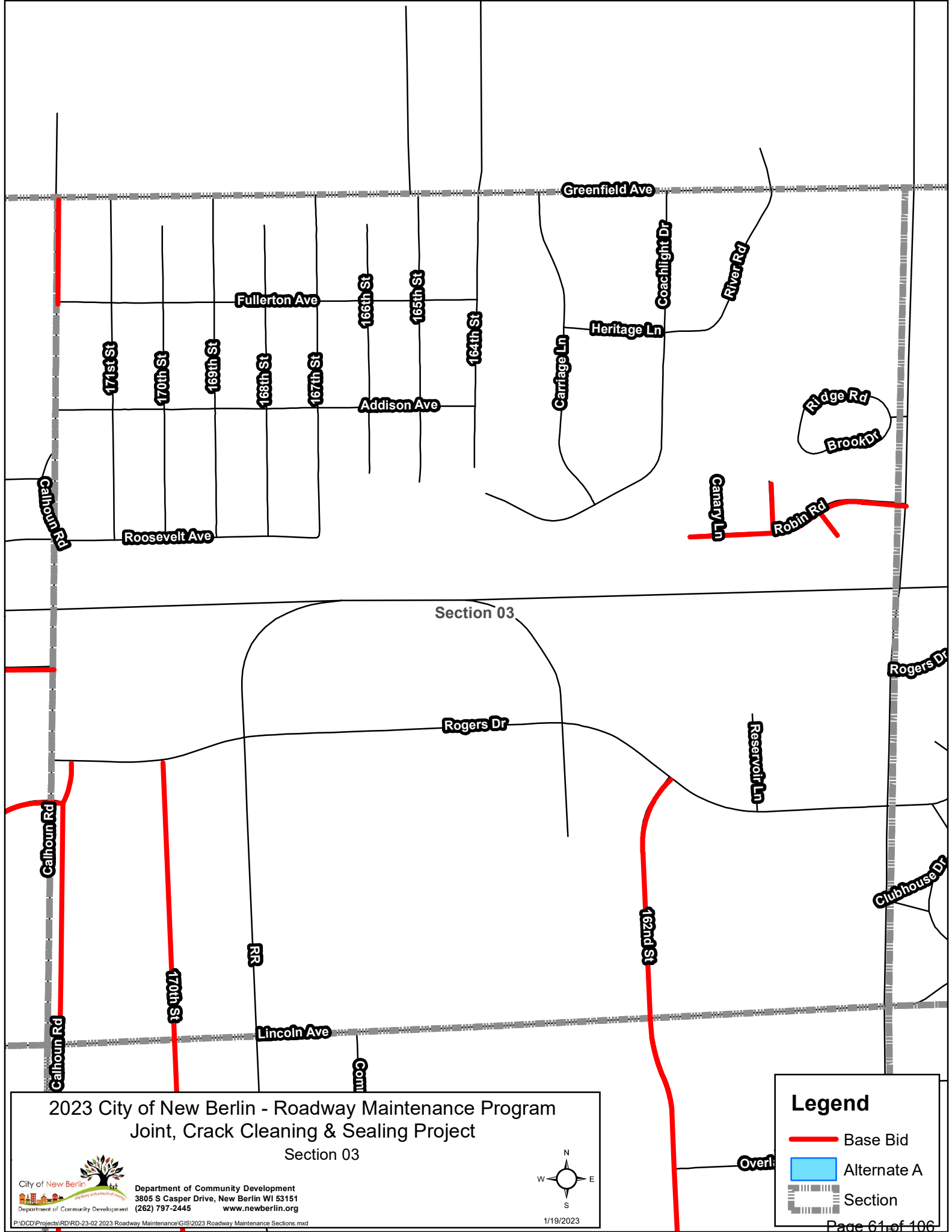
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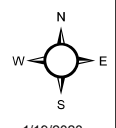
- Base Bid
- Alternate A
- Section



2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 03



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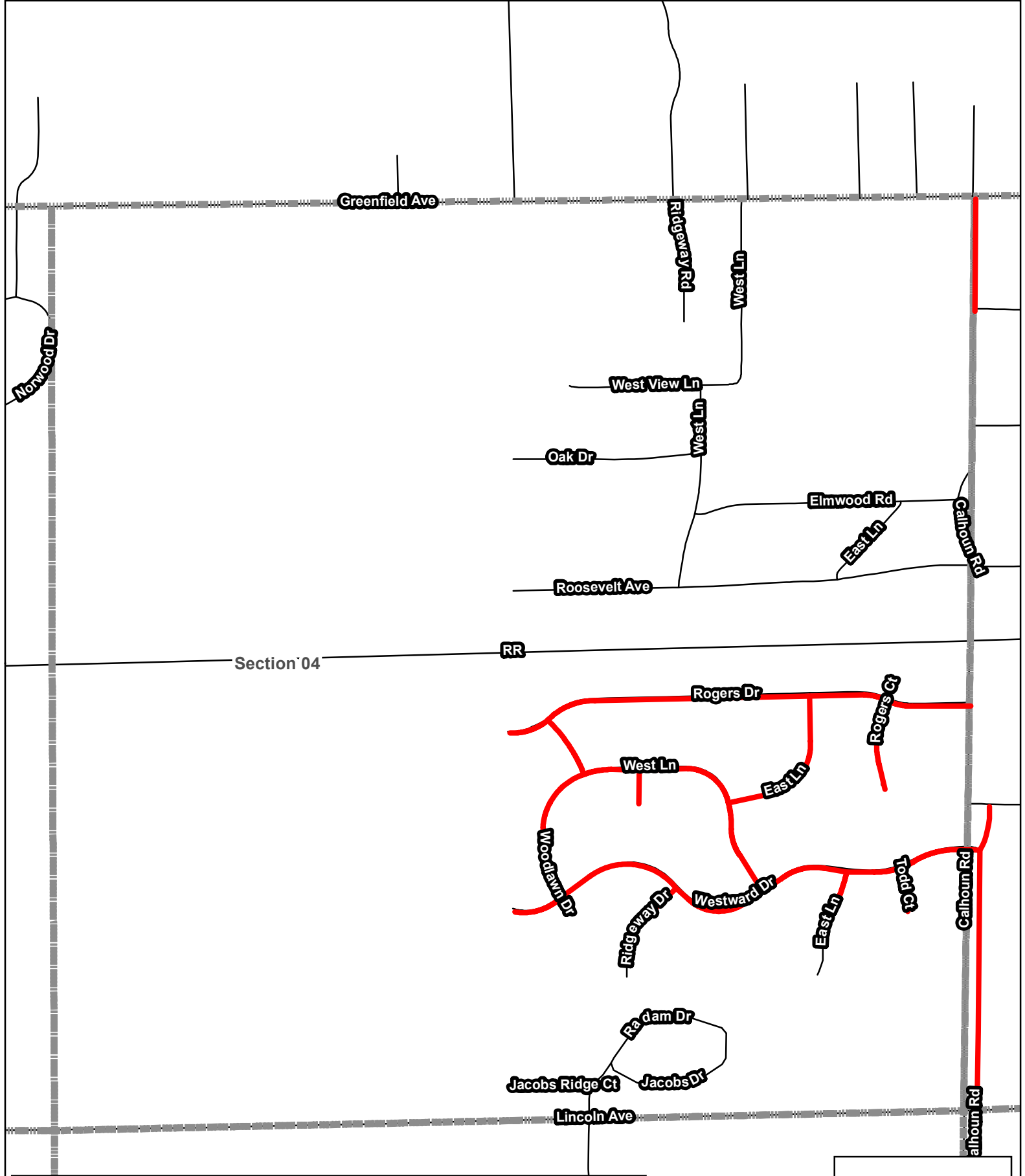
Base Bid

Alternate A

Section

Overl

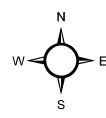
Page 61 of 106



2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 04



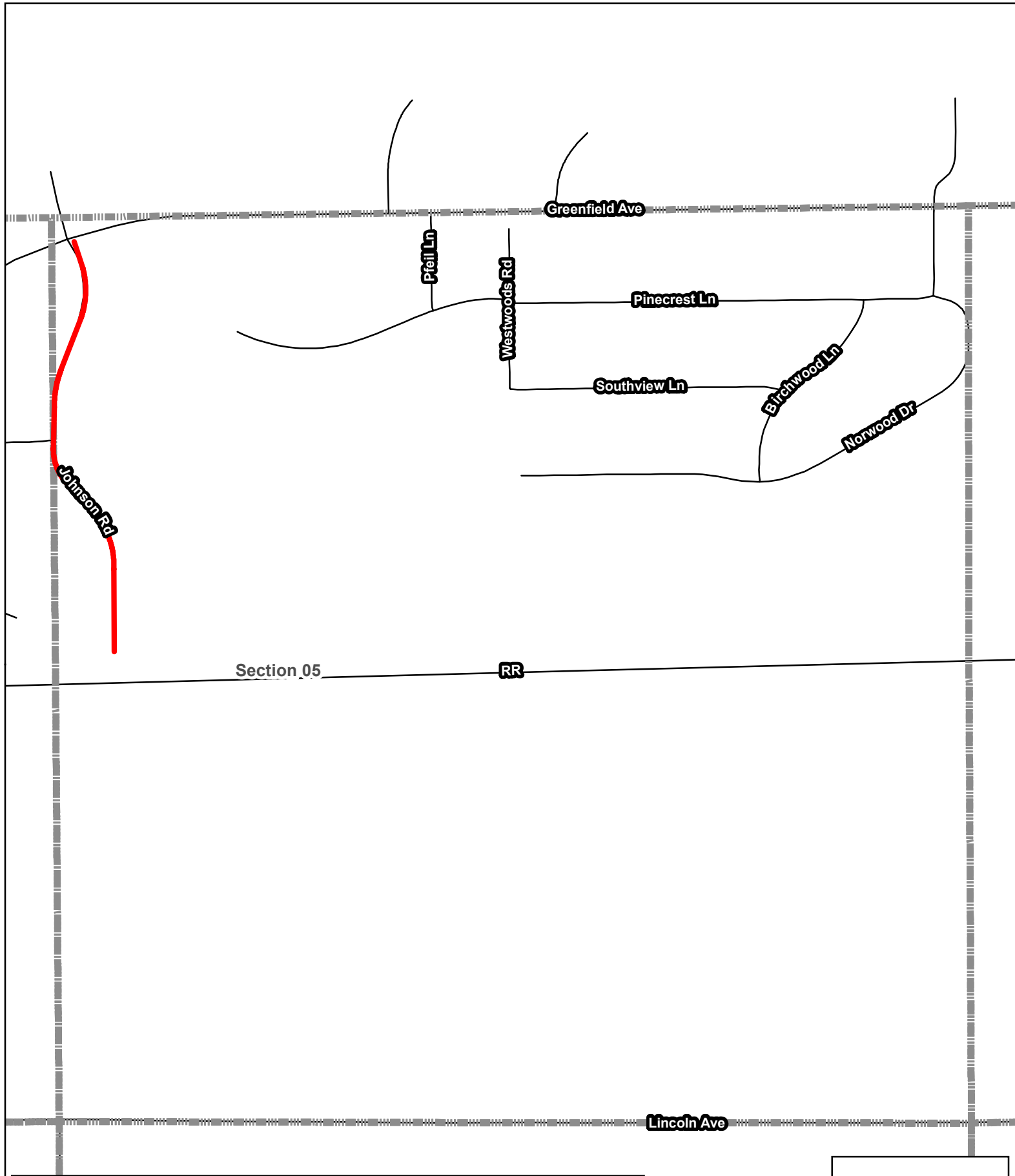
Department of Community Development
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Legend

- Base Bid
- Alternate A
- Section

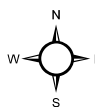


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 05



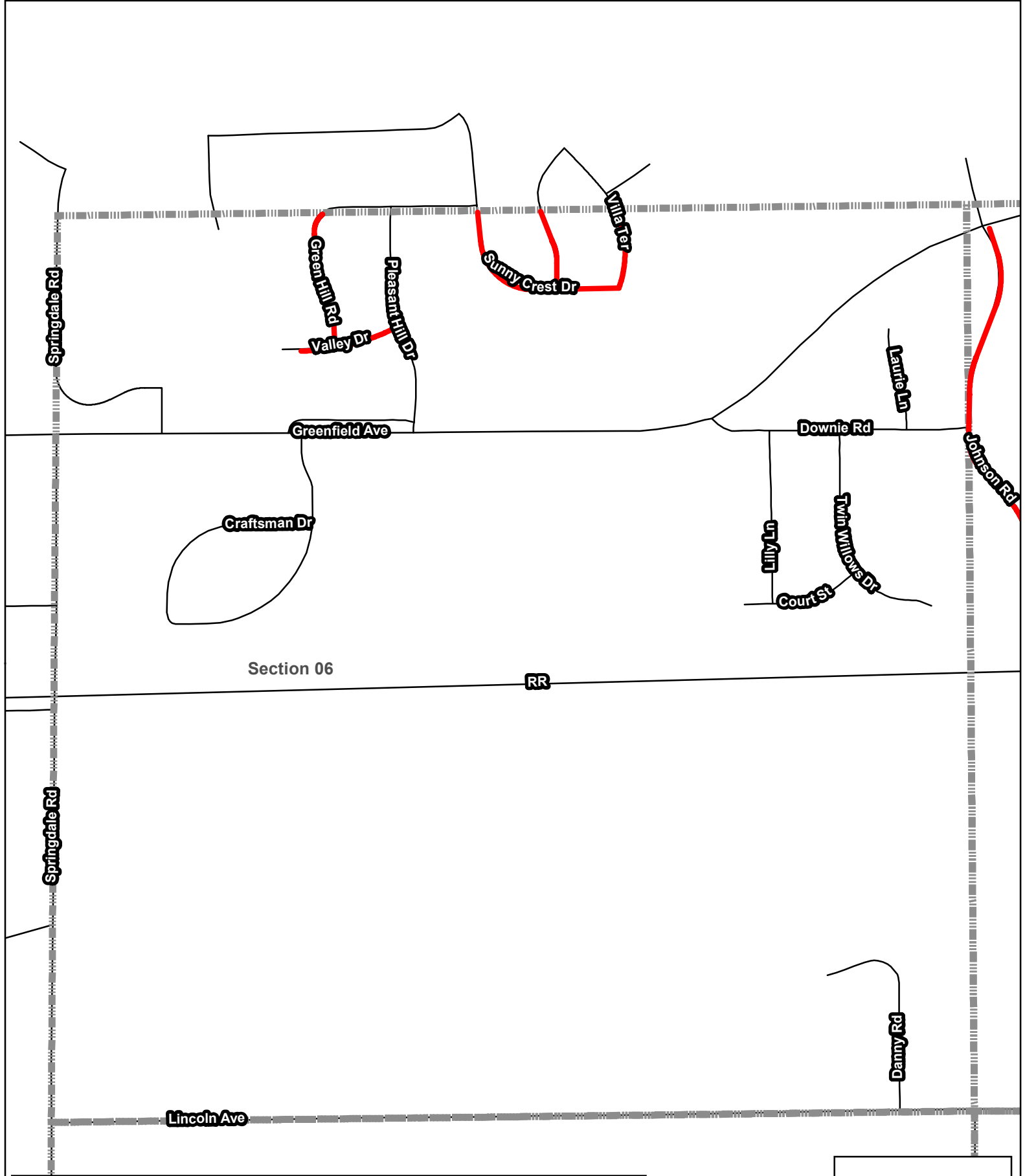
Department of Community Development
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Legend

- Base Bid
- Alternate A
- Section

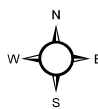


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 06



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Legend

- Base Bid
- Alternate A
- Section

Springdale Rd

Section 06

Danny Rd

Lincoln Ave

Broadale Dr

Cleveland Ave

Section 07

Amor Dr

Dove Dr

Beverly Dr

Mike Dr

Johnson Ct

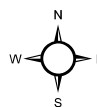
Johnson Rd

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Joint, Crack Cleaning & Sealing Project

Section 07



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Legend

- Base Bid
- Alternate A
- Section

Section 05

Lincoln Ave

Section 08

Cleveland Ave

Johnson Rd

County Ln

Rolling Dr

Imperial Ct

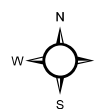
Wehr Rd

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Joint, Crack Cleaning & Sealing Project

Section 08



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Legend

- Base Bid
- Alternate A
- Section

Section 04

Radium Dr
Jacobs Ridge Ct
Jacobs Dr

Lincoln Ave

179th St

Liberty Ln

Calhoun Rd

Calhoun Rd

Section 09

Cleveland Ave

Stigler Rd

Thornapple Ln

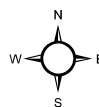
Low Creek Ct

2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 09



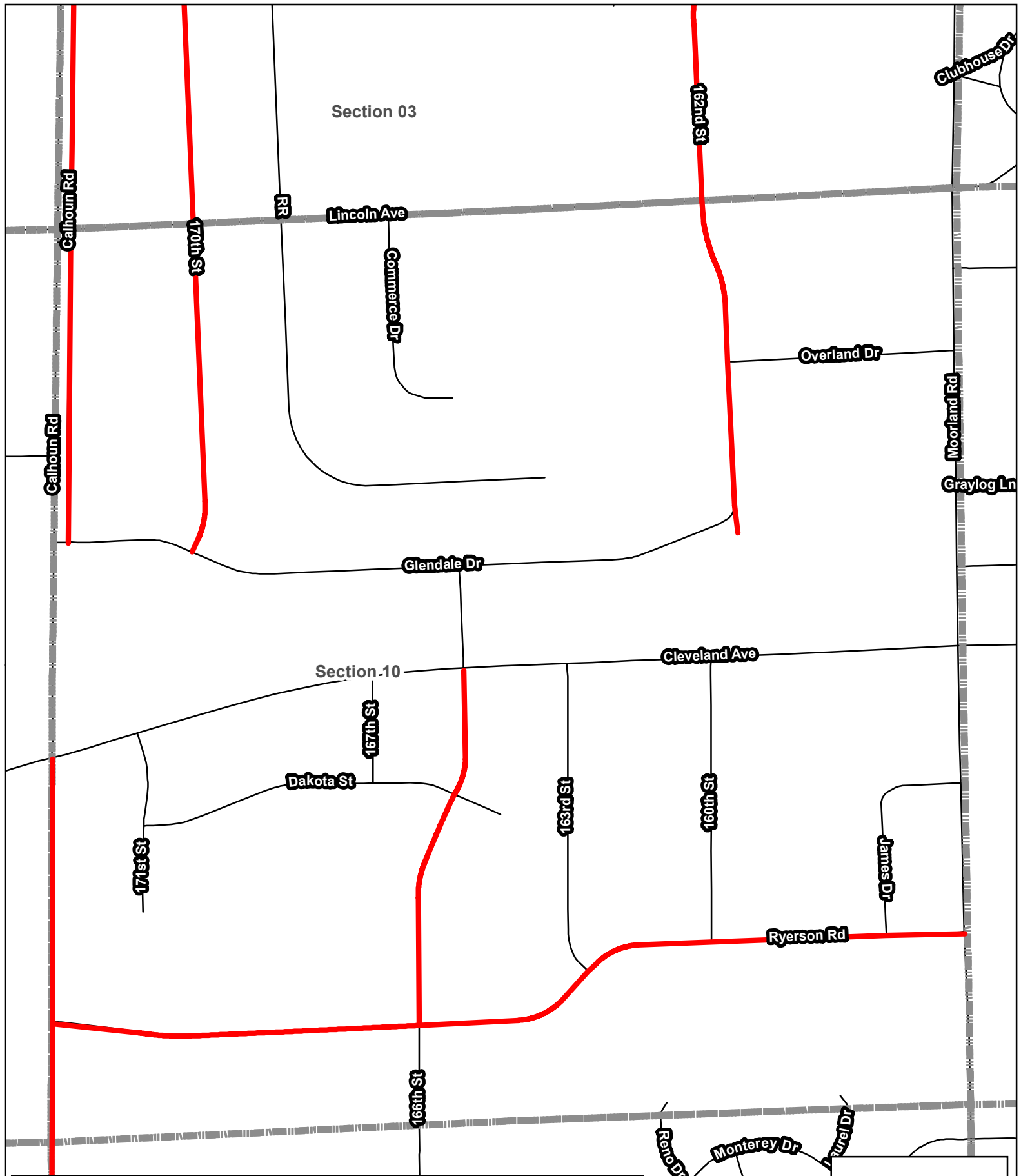
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Legend

- Base Bid
- Alternate A
- Section

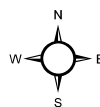


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 10



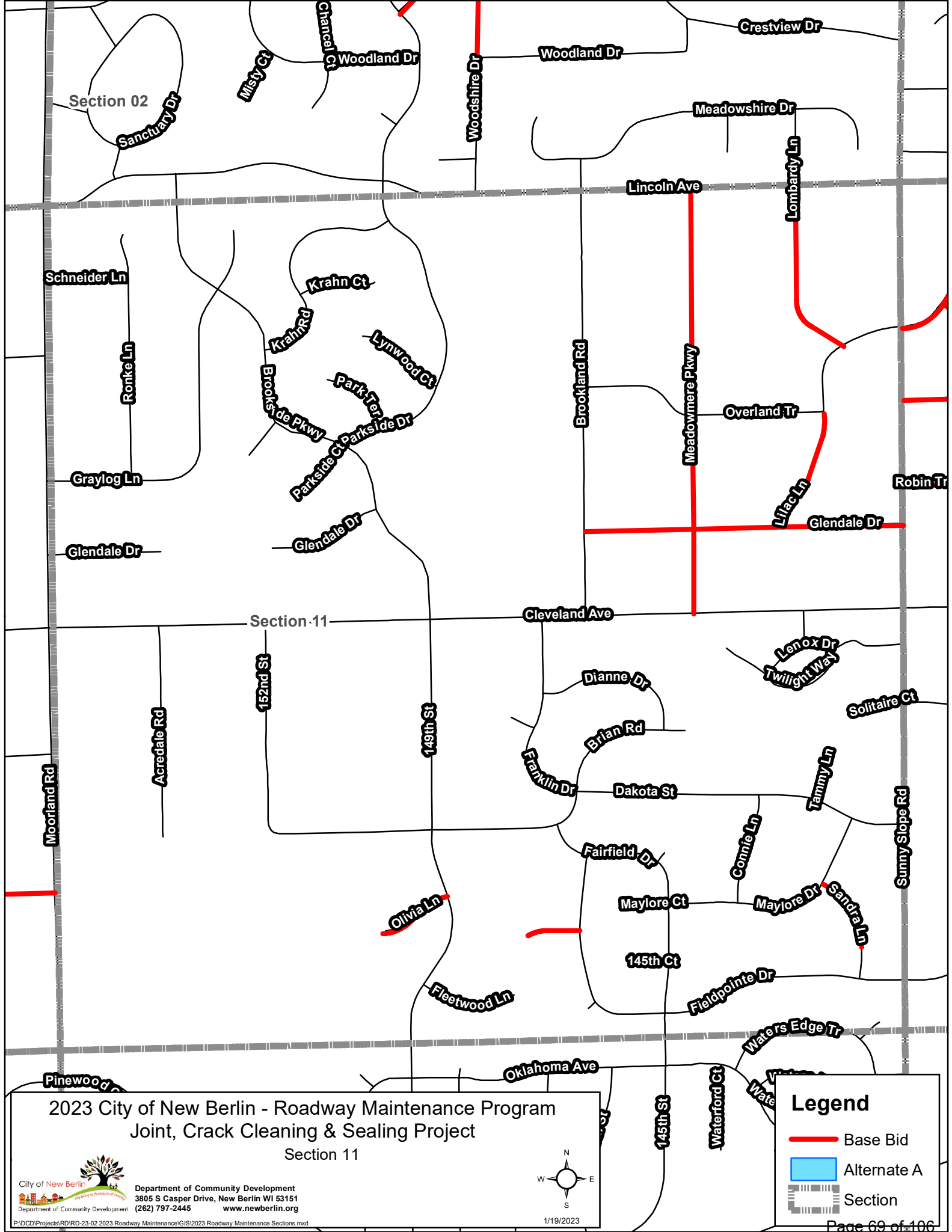
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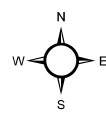
- Base Bid
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- Section



2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 11

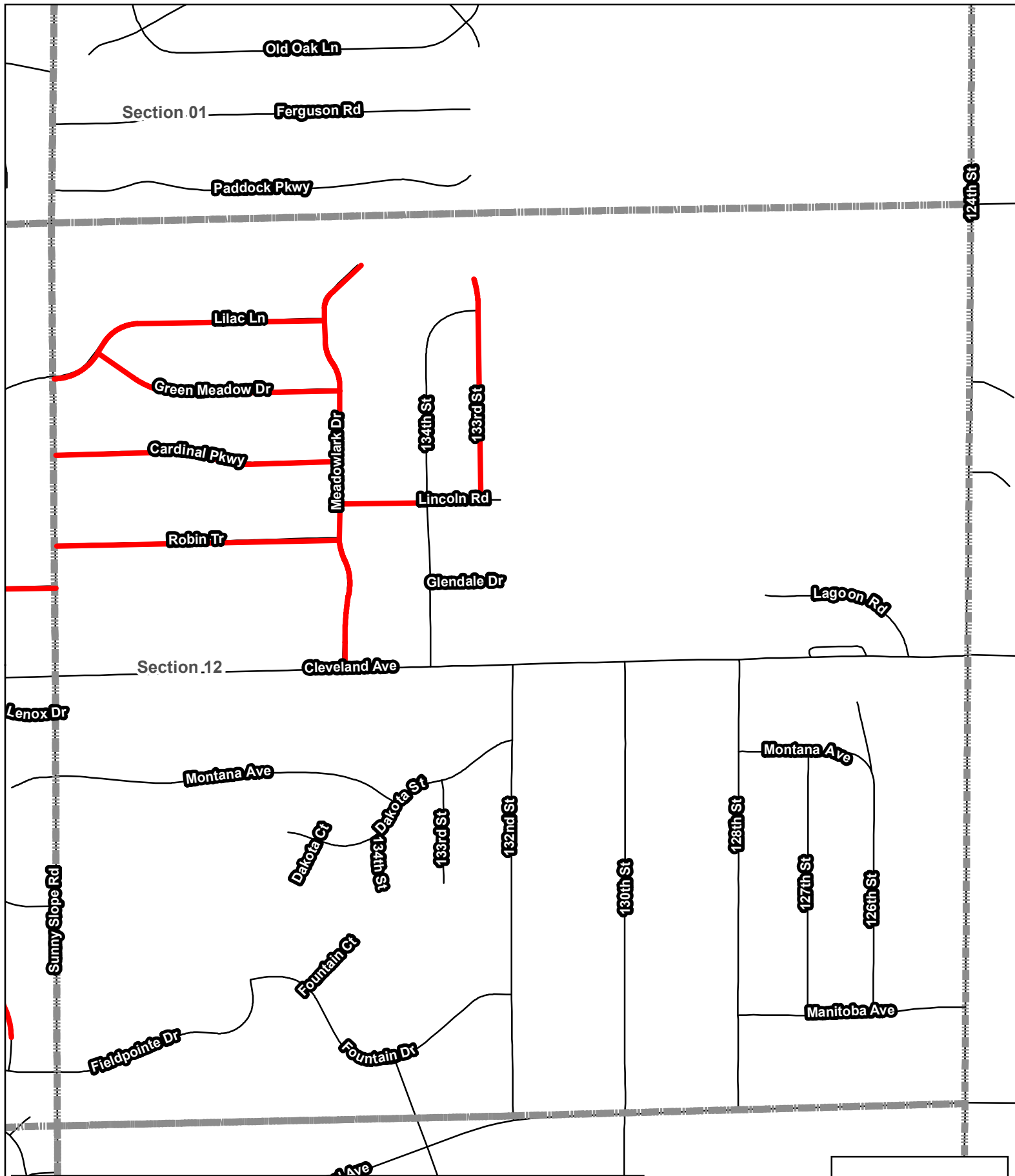


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Legend

- Base Bid
- Alternate A
- Section

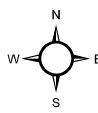


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 12



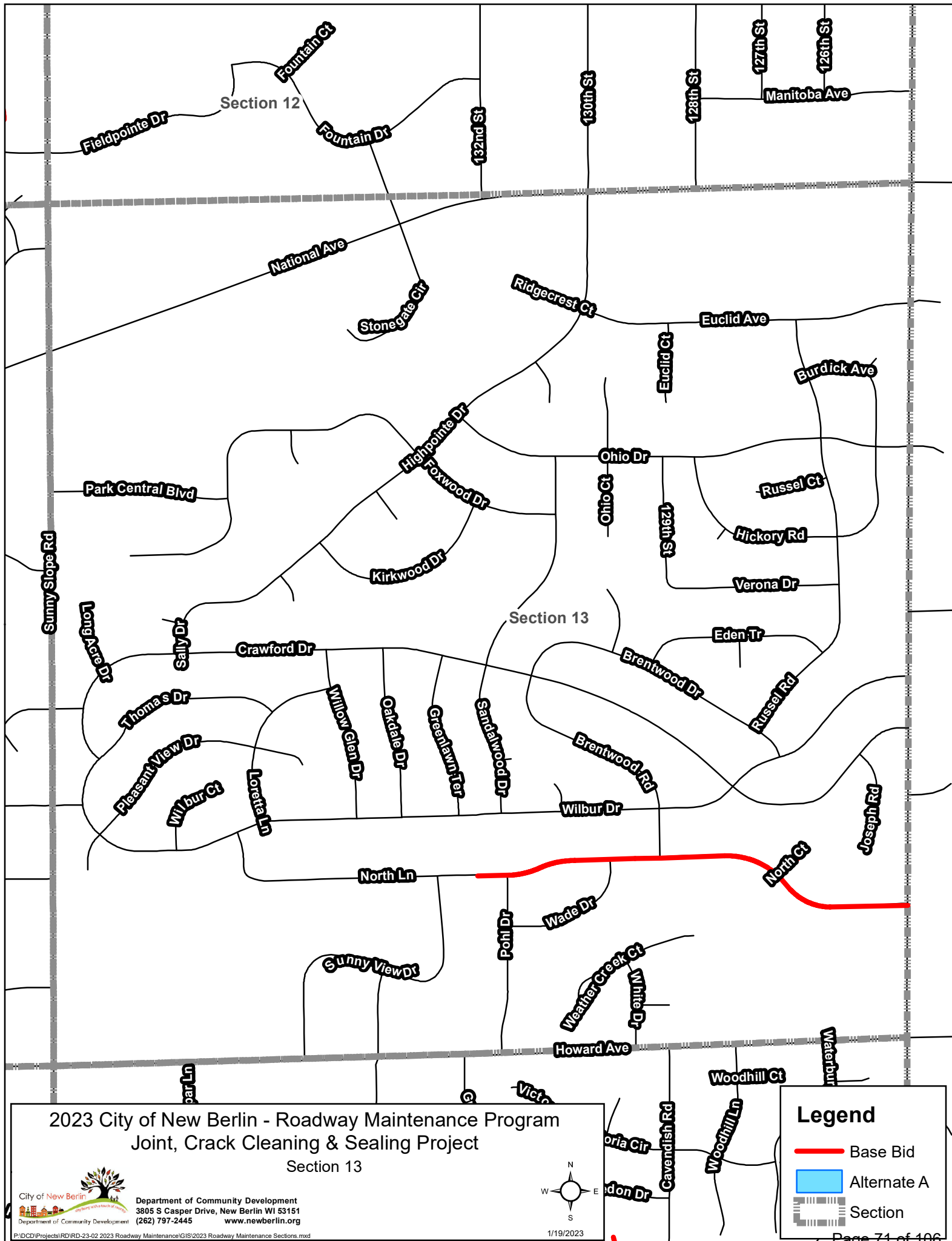
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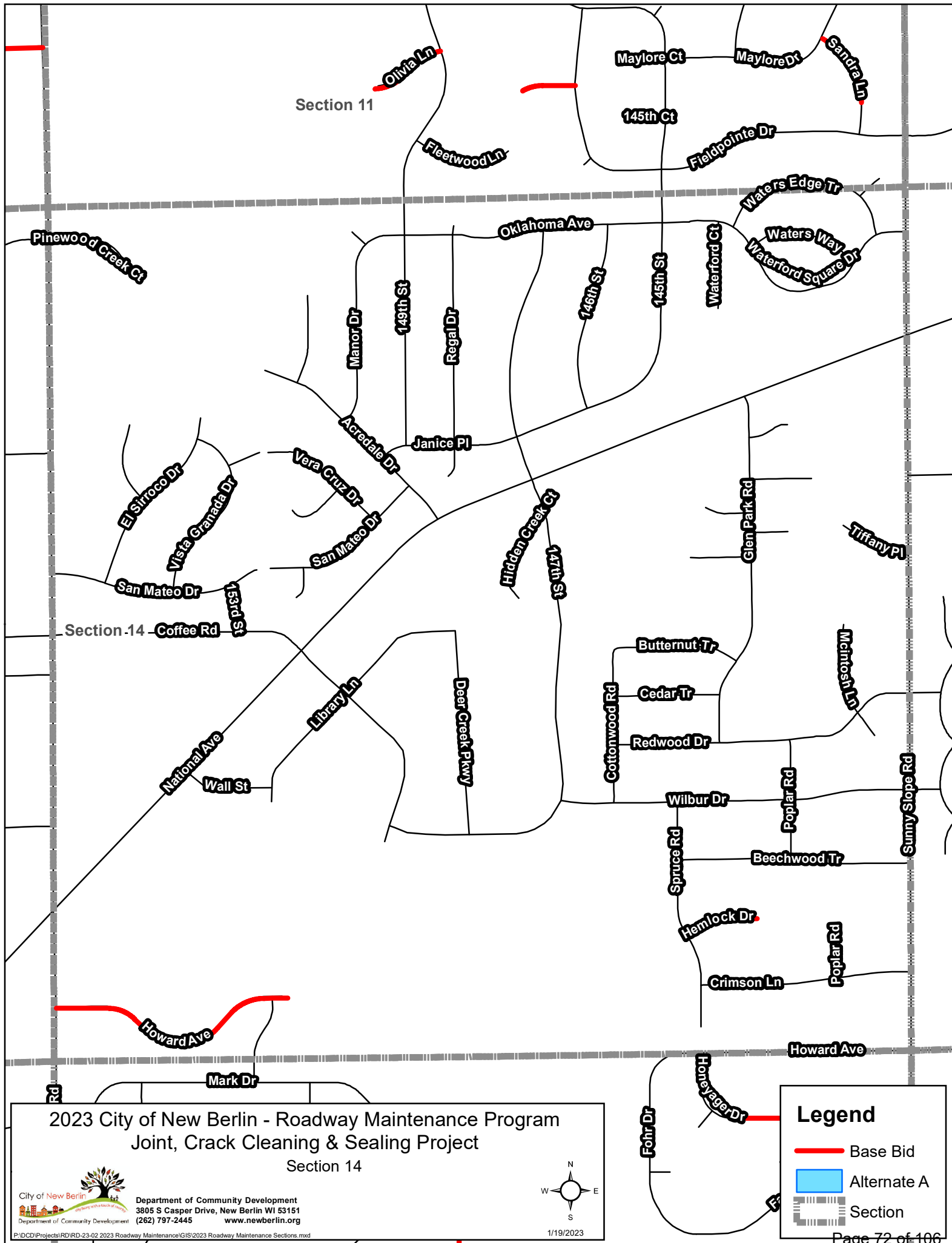


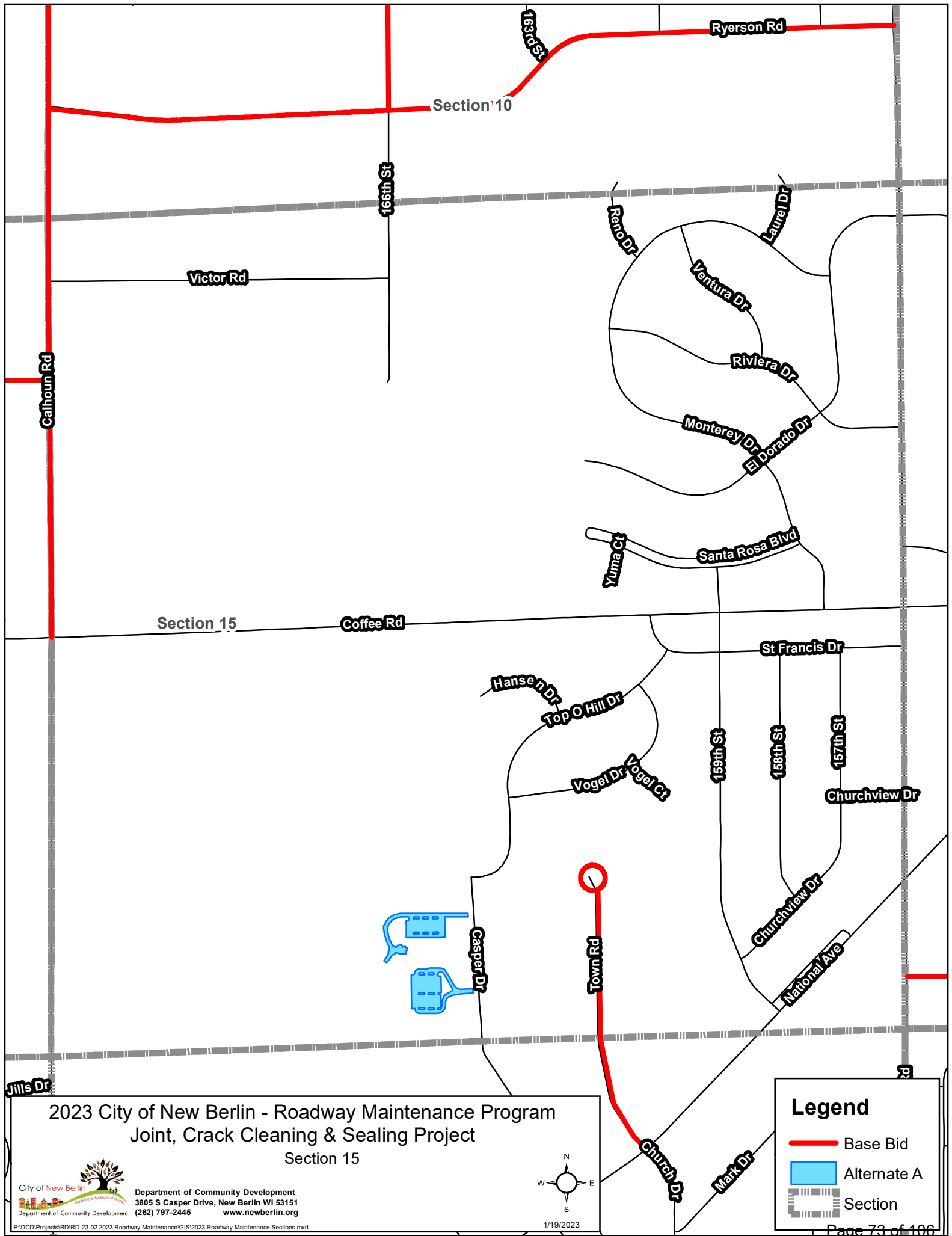
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- Section



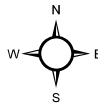




2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 15



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1/19/2023

Legend

- Base Bid
- Alternate A
- Section

Cleveland Ave

Section 09

Stigler Rd

Willow Rd

Thornapple Ln

Meadow Creek Ct

Victor Rd

Crabtree Ln

Evergreen Pl

Poplar Creek Tr

Calhoun Rd

Lynette Ln

Heide Ln

Dena Dr

Coffee Rd

Section 16

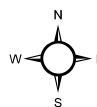
Johns Dr

2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 16



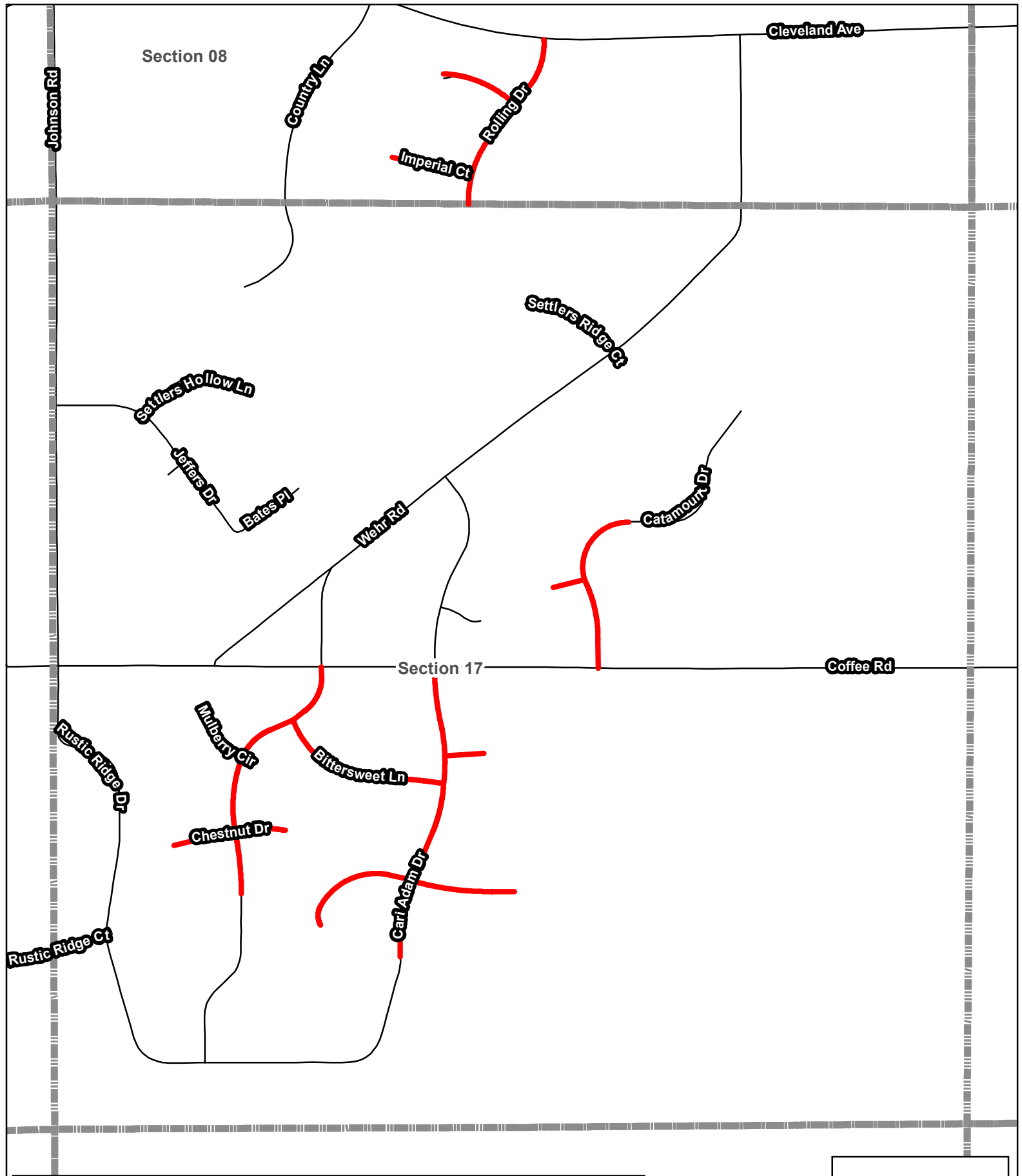
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Legend

- Base Bid
- Alternate A
- Section

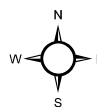


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 17



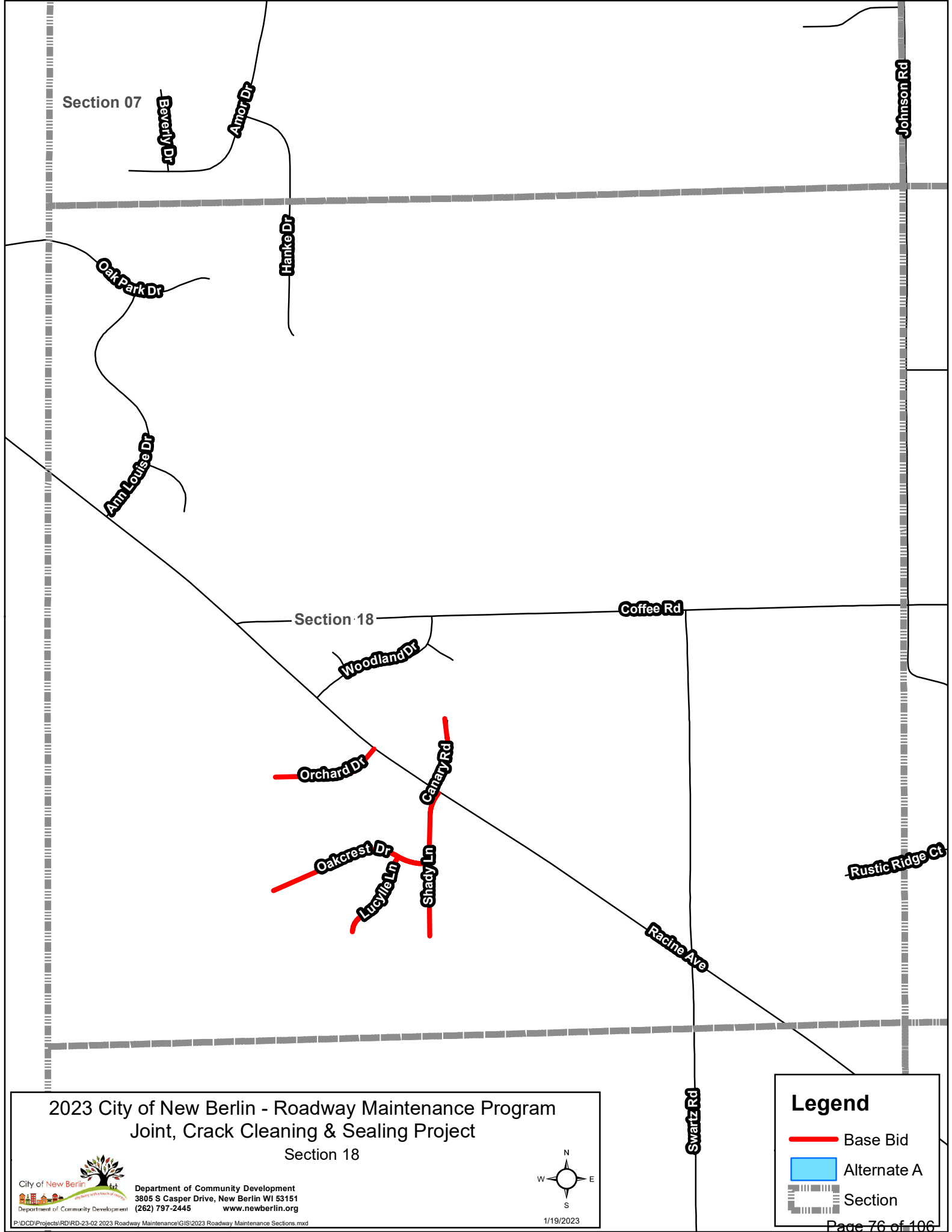
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Legend

- Base Bid
- Alternate A
- Section

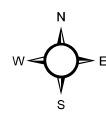


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 18



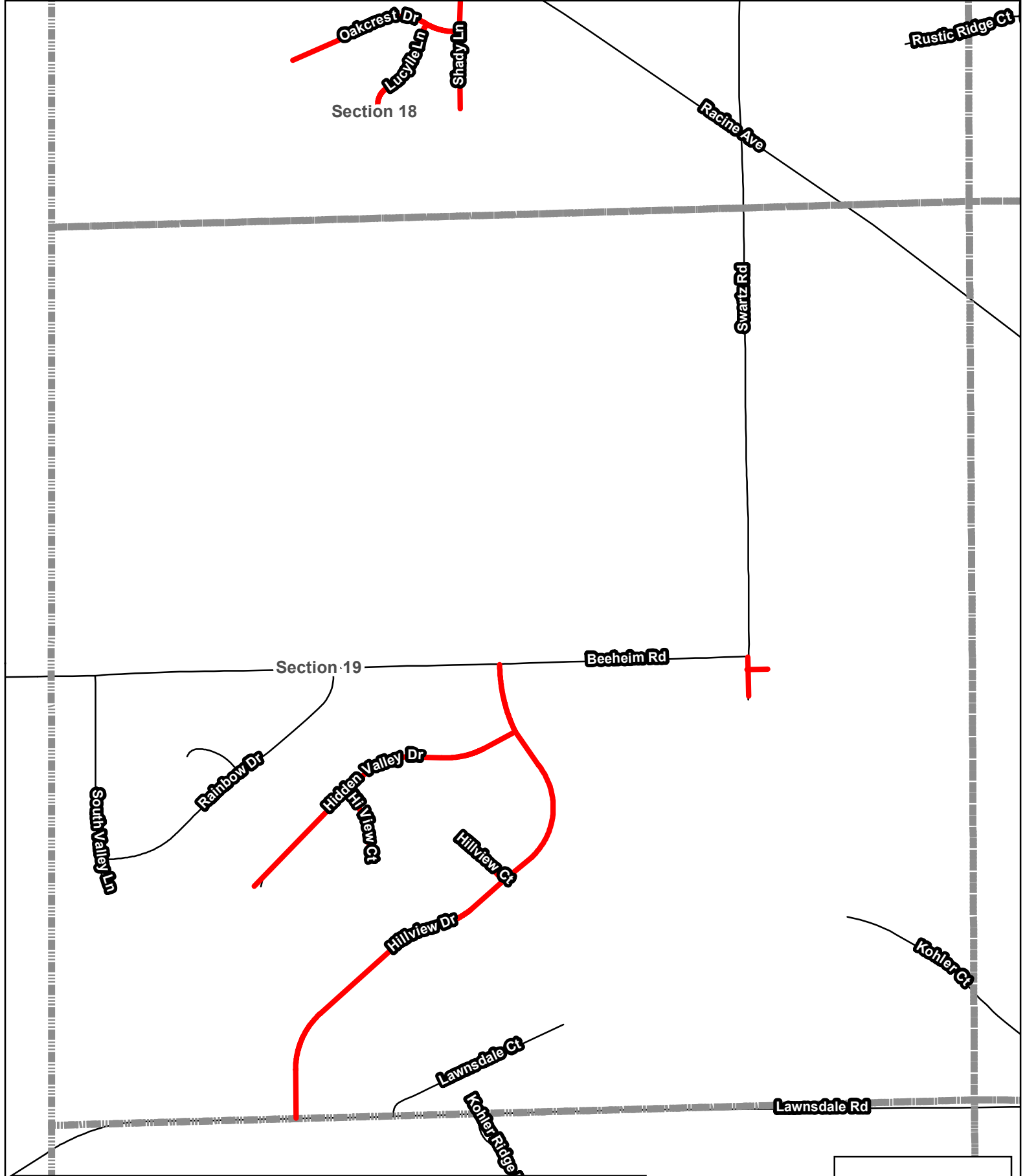
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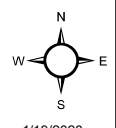
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- Section



2023 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project
 Section 19



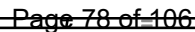
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Legend

- Base Bid
- Alternate A
- Section



Section 16

Woelfel Rd

Jills Dr

Johns Dr

Elm Dr

Clover Dr

Treetop Ln

Observatory Rd

Horizon Dr

Section 21

Calhoun Rd

National Ave

Lawnsdale Rd

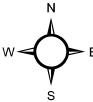
Dr

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Joint, Crack Cleaning & Sealing Project

Section 21



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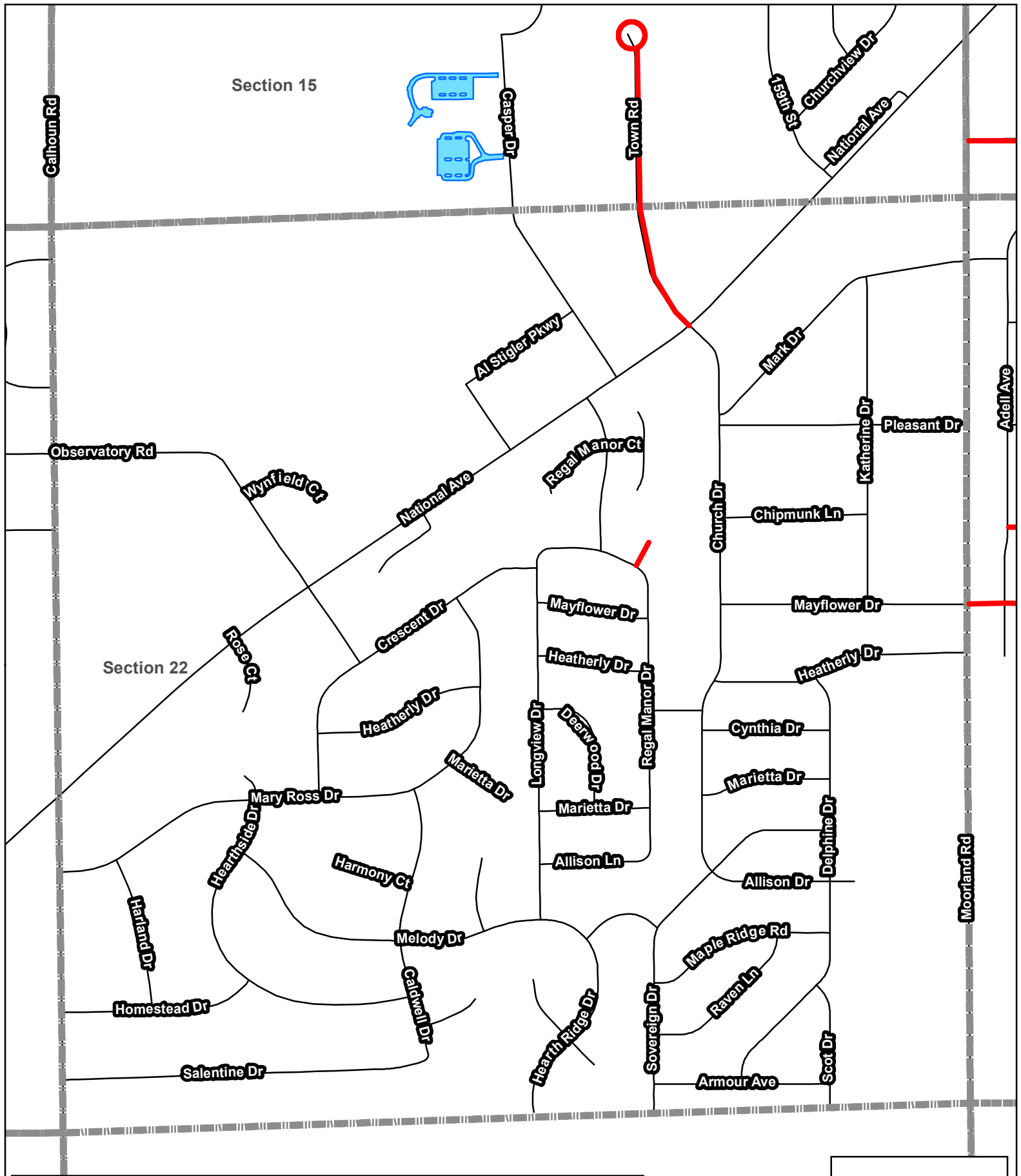
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Legend

Base Bid

Alternate A

Section

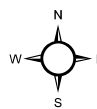


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 22



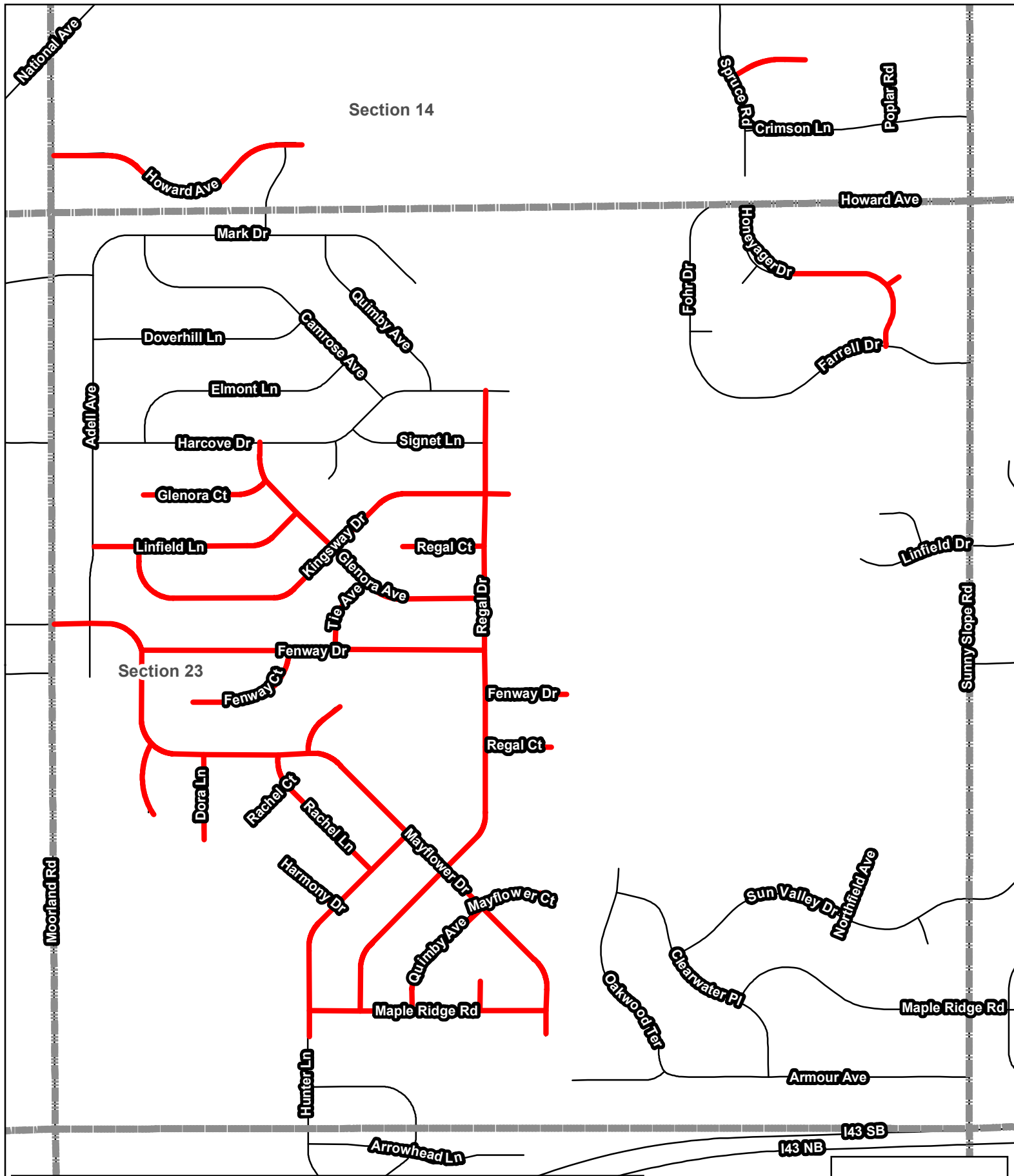
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- Base Bid
- Alternate A
- Section

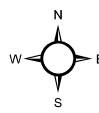


2023 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 23



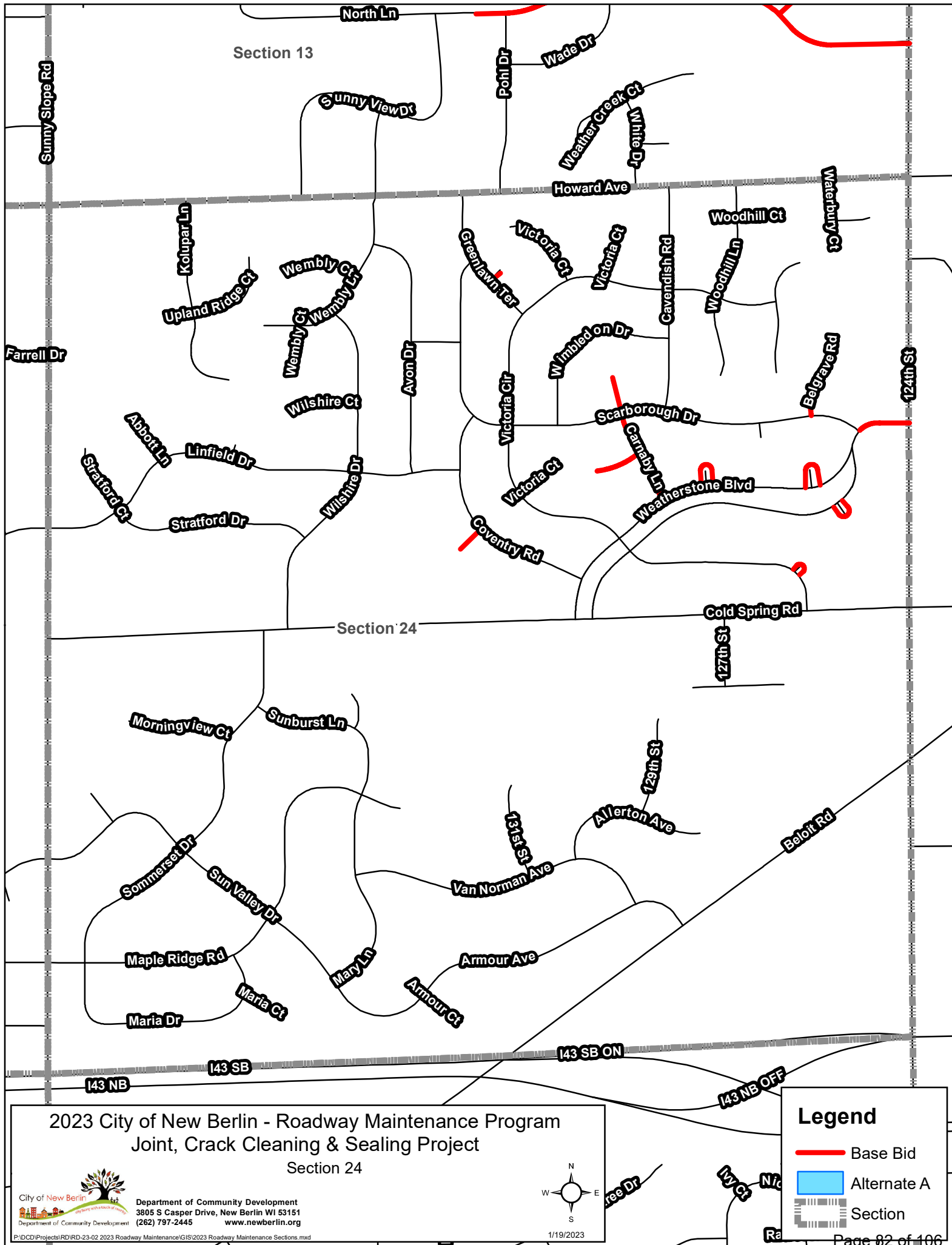
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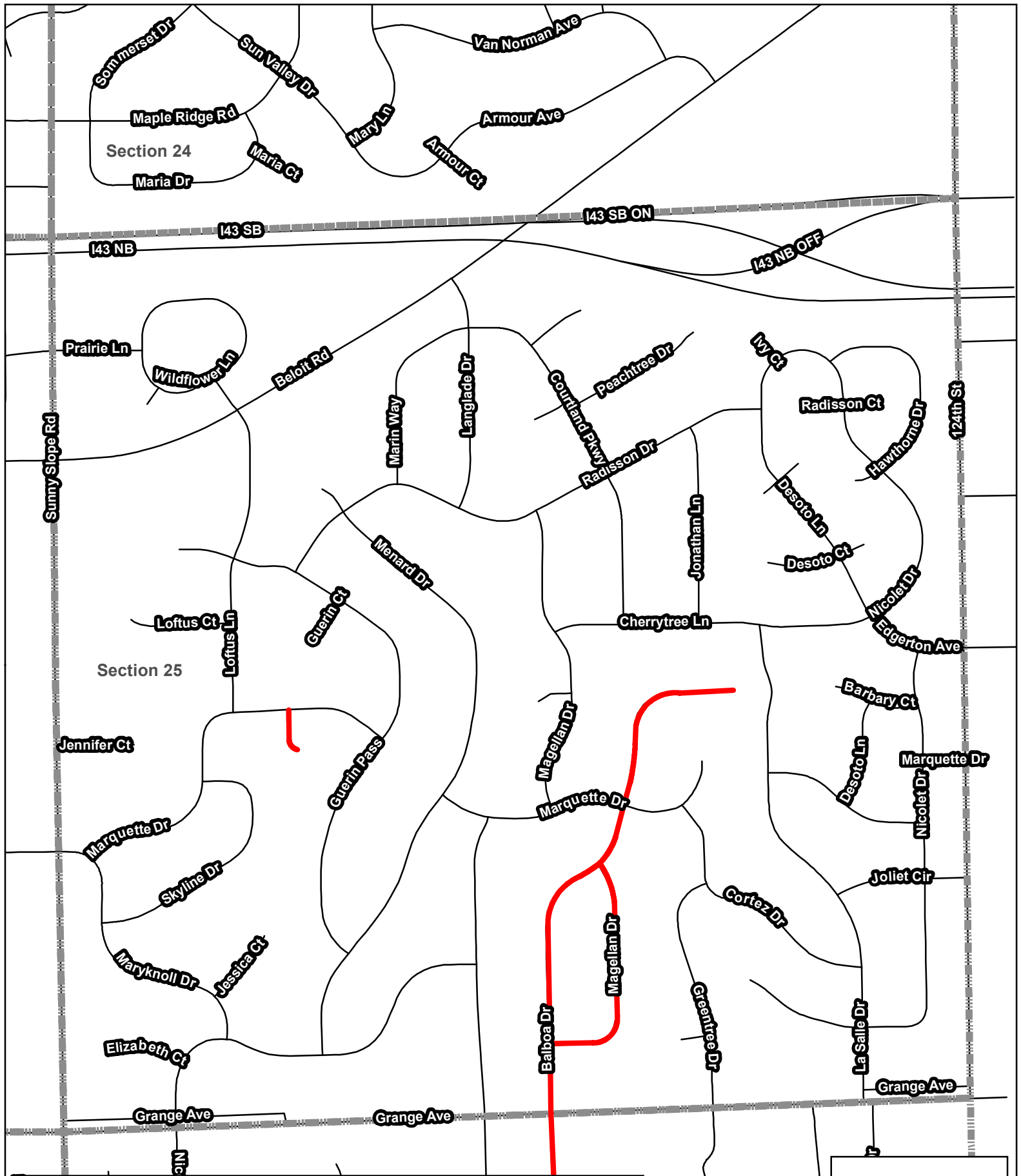


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- Base Bid
- Alternate A
- Section

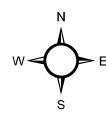




2023 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project
 Section 25



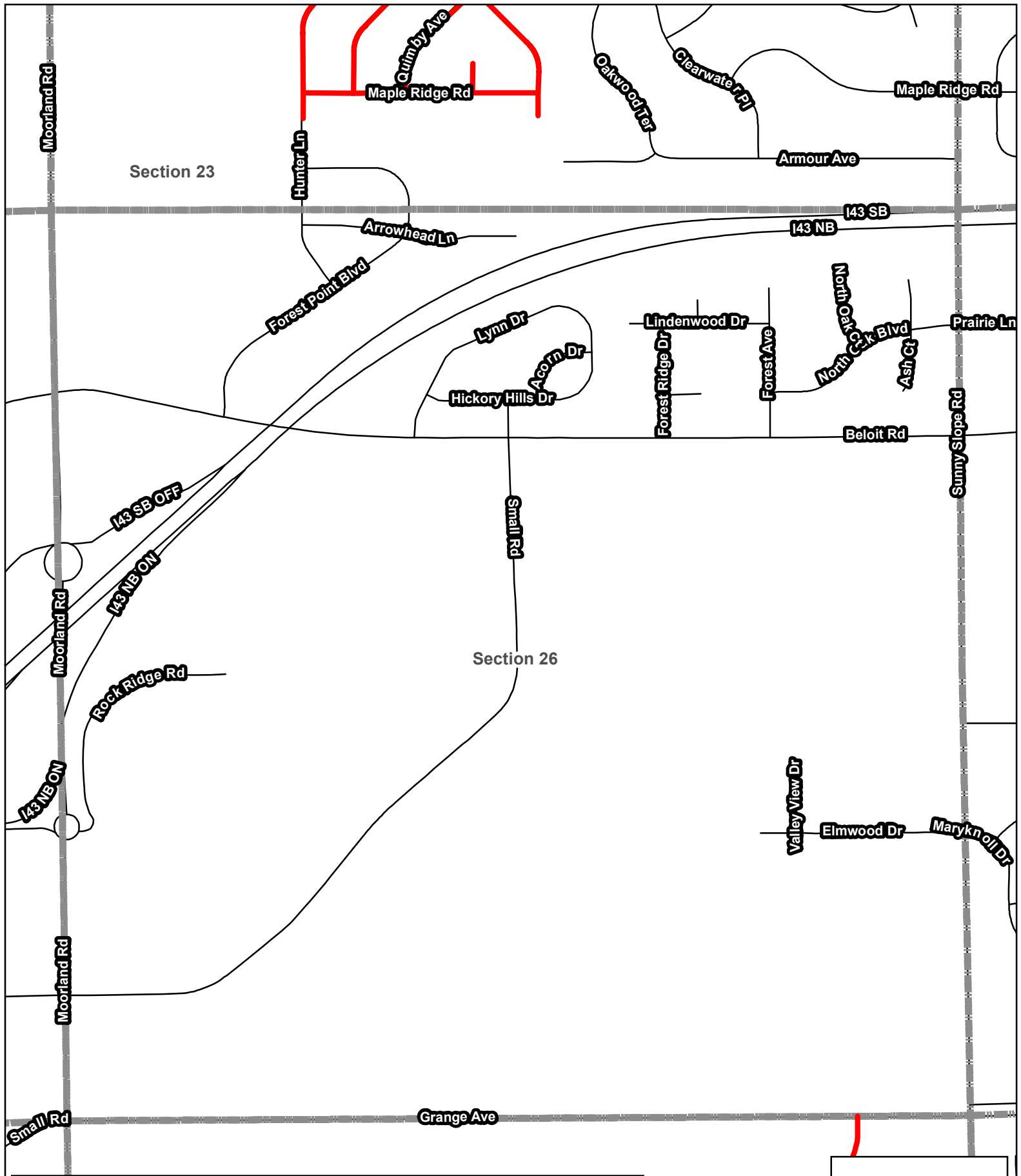
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Legend

- Base Bid
- Alternate A
- Section

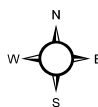


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 26



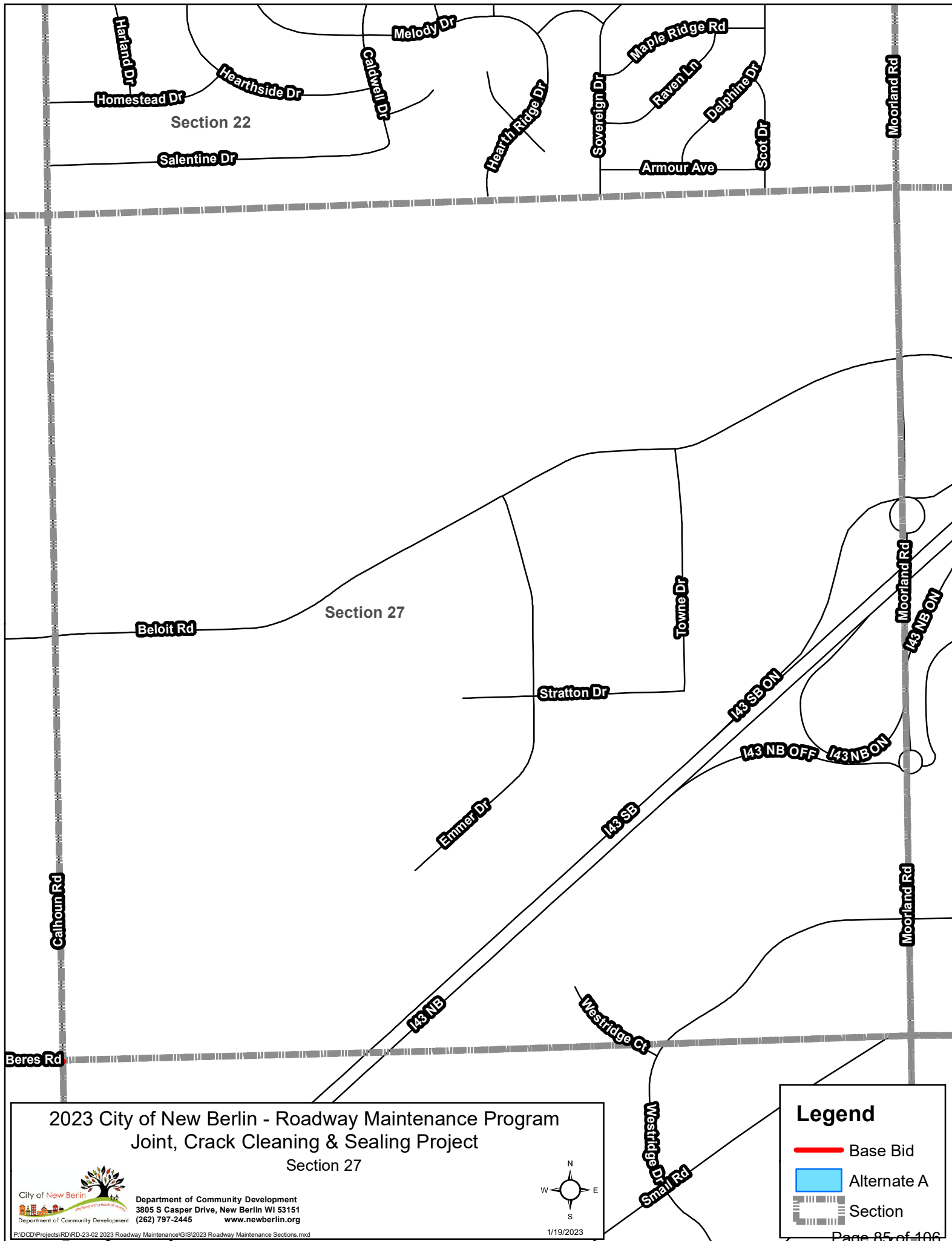
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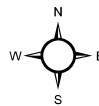
- Base Bid
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- Section



2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 27



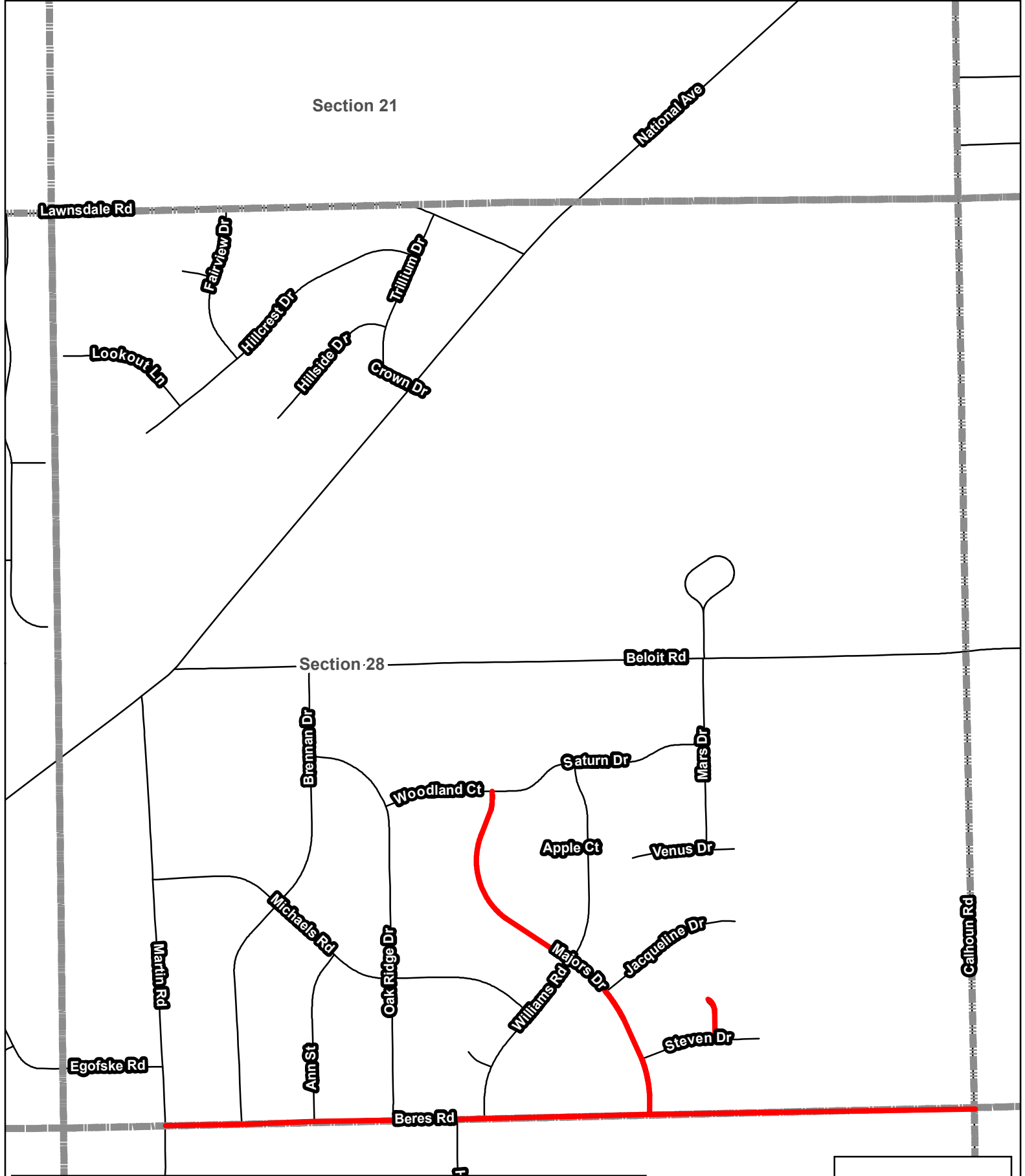
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Legend

- Base Bid
- Alternate A
- Section



Section 21

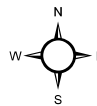
Section 28

2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 28



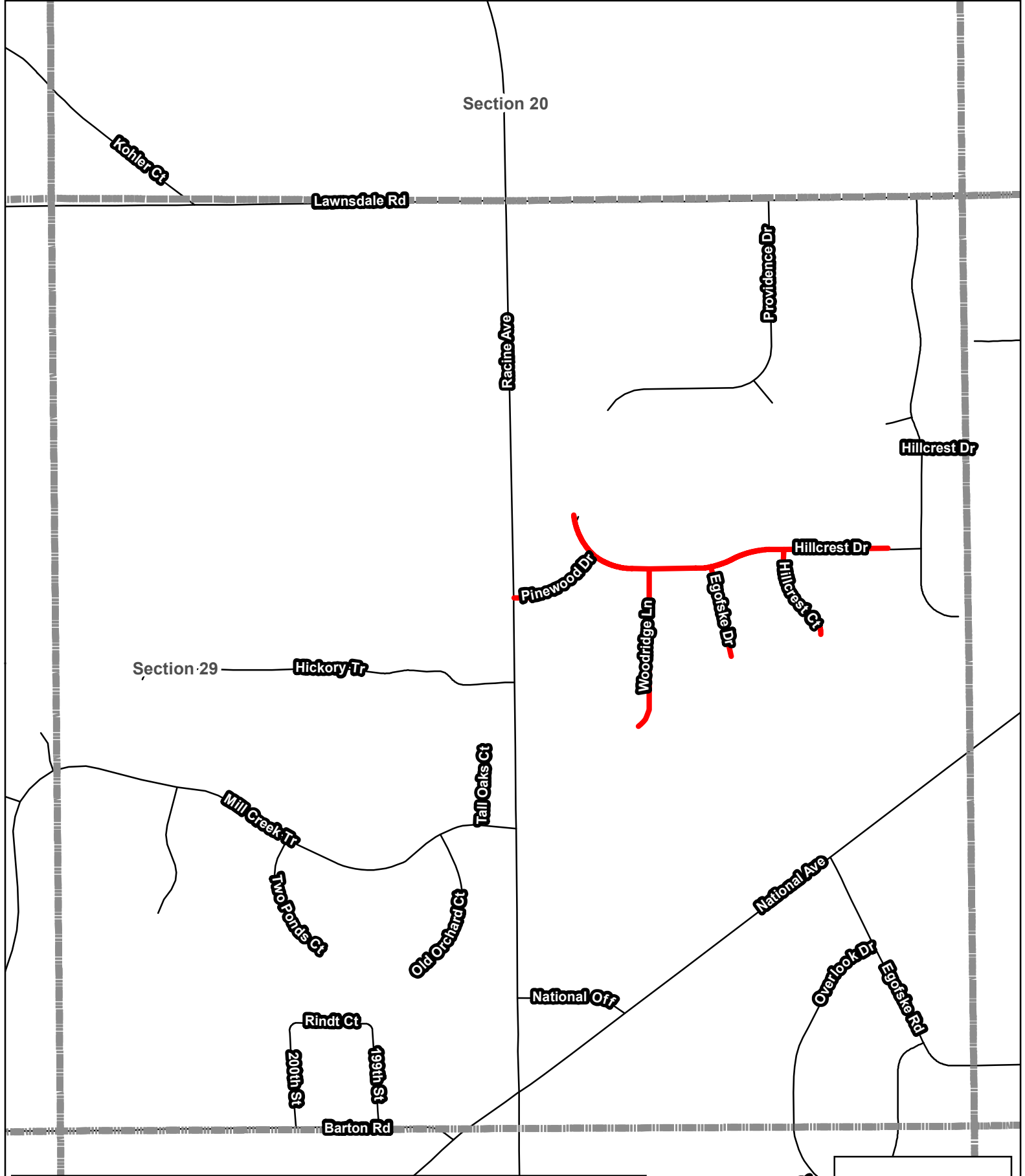
Department of Community Development
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Legend

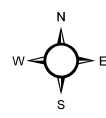
- Base Bid
- Alternate A
- - - Section



2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 29



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1/19/2023

Legend

Base Bid

Alternate A

Section

Section 19

Hillview Dr

Lawnsdale Ct

Kohler Ridge Blvd

Lawnsdale Rd

Kohler Ct

West Kohler Cir

East Kohler Cir

Section 30

Mill Pond Cir

Mill Creek Tr

Barton Rd

Tartan Ct

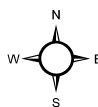
Windsor Dr

2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 30



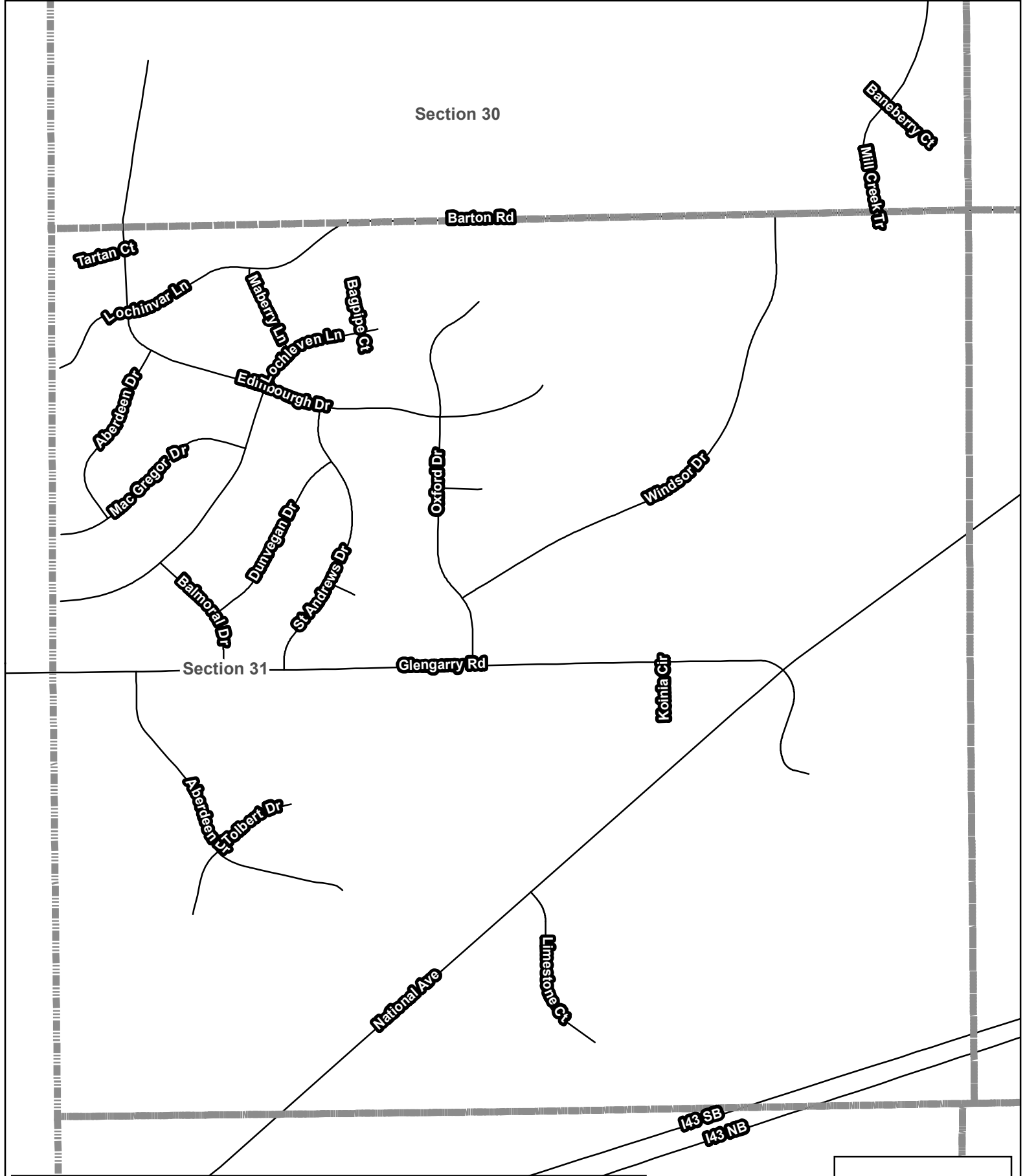
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Legend

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- Section

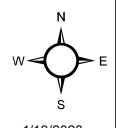


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 31



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Legend

- Base Bid
- Alternate A
- Section

Section 29

Rindt Ct
200th St
199th St
Barton Rd

National Off

Overlook Dr
Egoiske Rd

Inez Dr

Racine Ave
Highland Dr

Vista Ct

Vista Dr

Terrace Dr

Timberlane Rd

Glenwood Ln

Section 32

Julius Heil Dr

Racine Ct

I43 SB OFF

I43 NB ON I43 NB

I43 SB ON

Racine Ave

I43 NB OFF

I43 SB

Racine Pl

Hillendale Dr

College Ave

Racine Ave

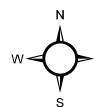
Linnie Lac Ct
Linnie Lac Dr
Miller Ln
Linnie Lac Pl

2023 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 32



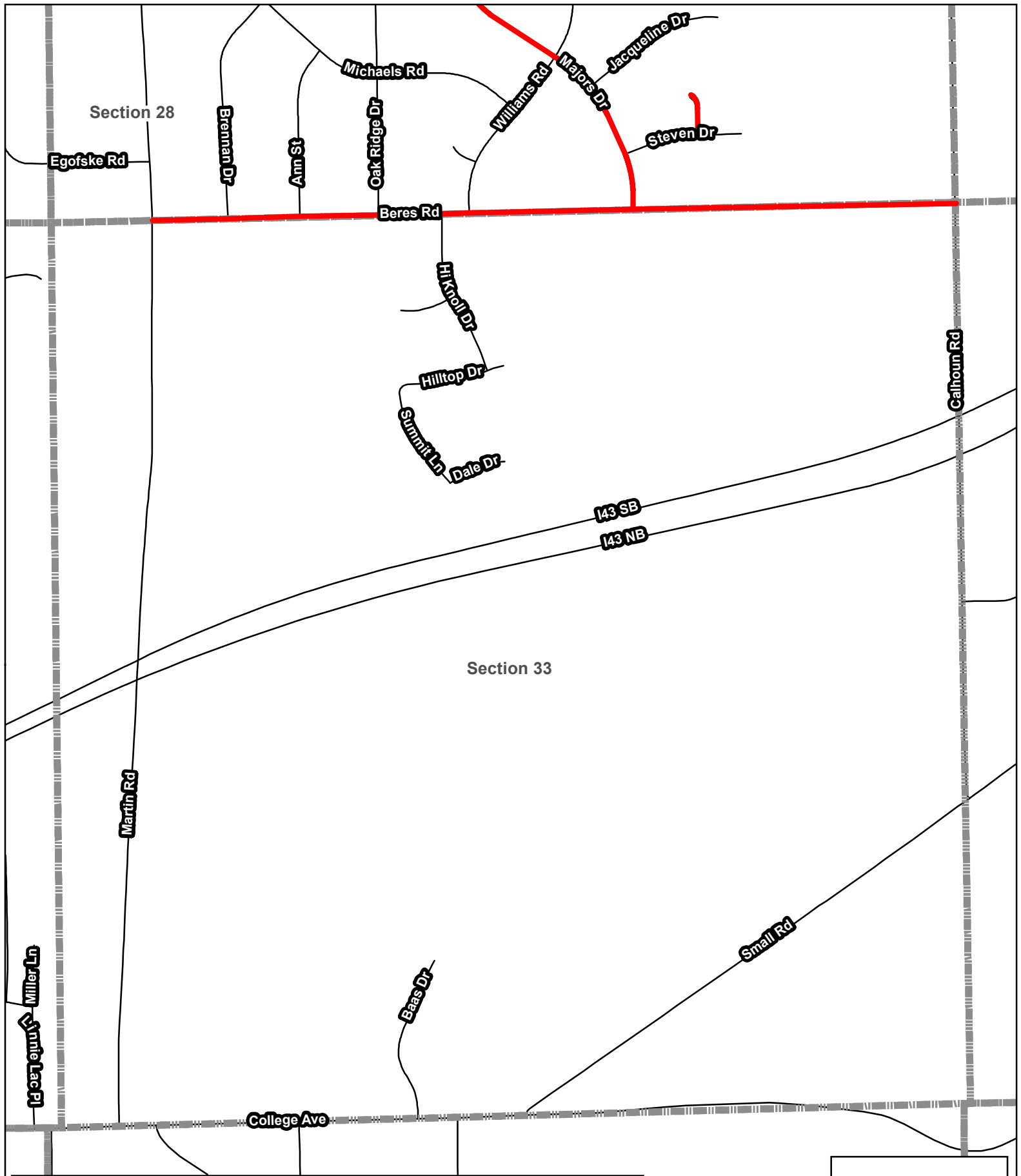
Department of Community Development
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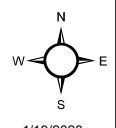
- Base Bid
- Alternate A
- Section



2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 33



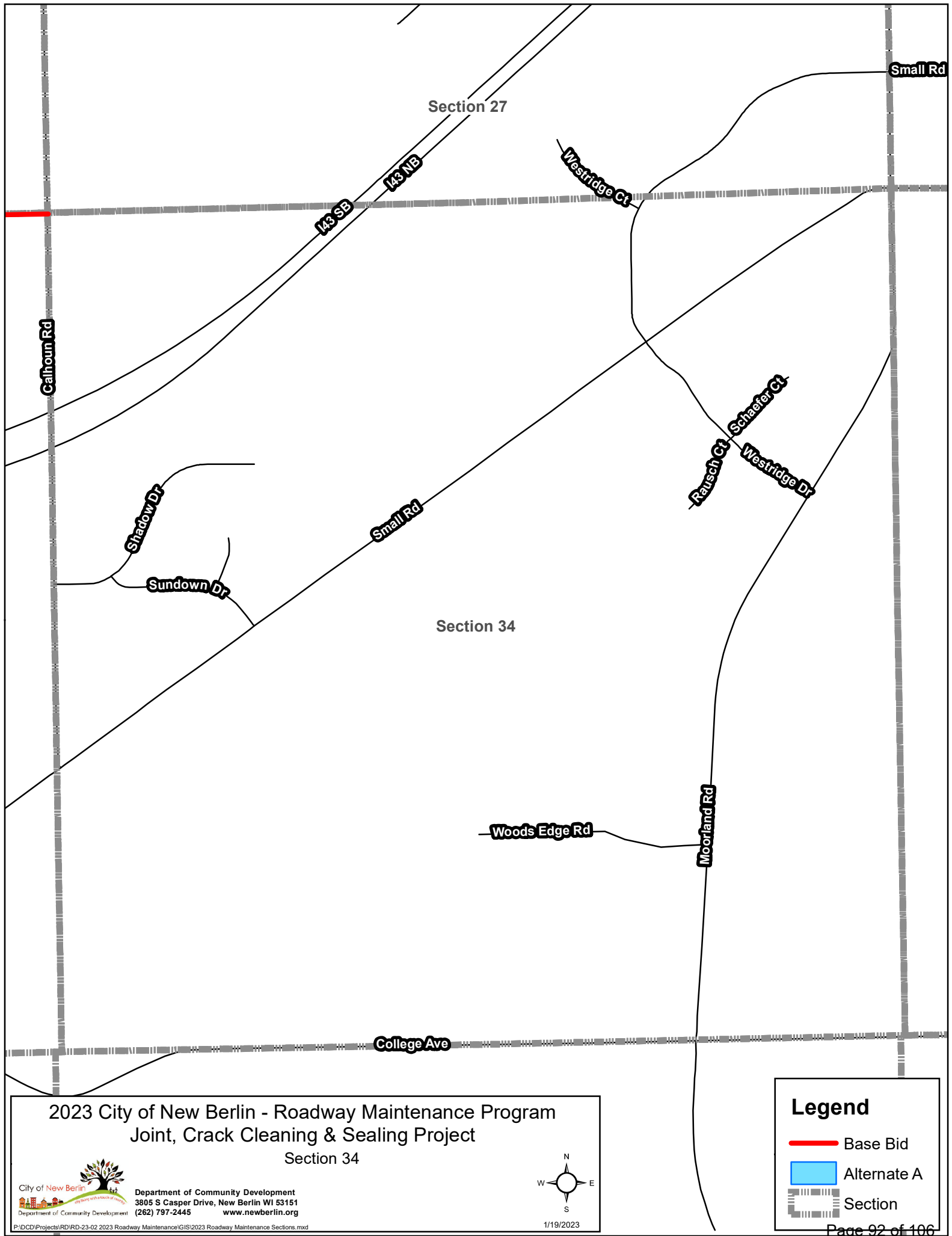
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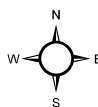


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 34



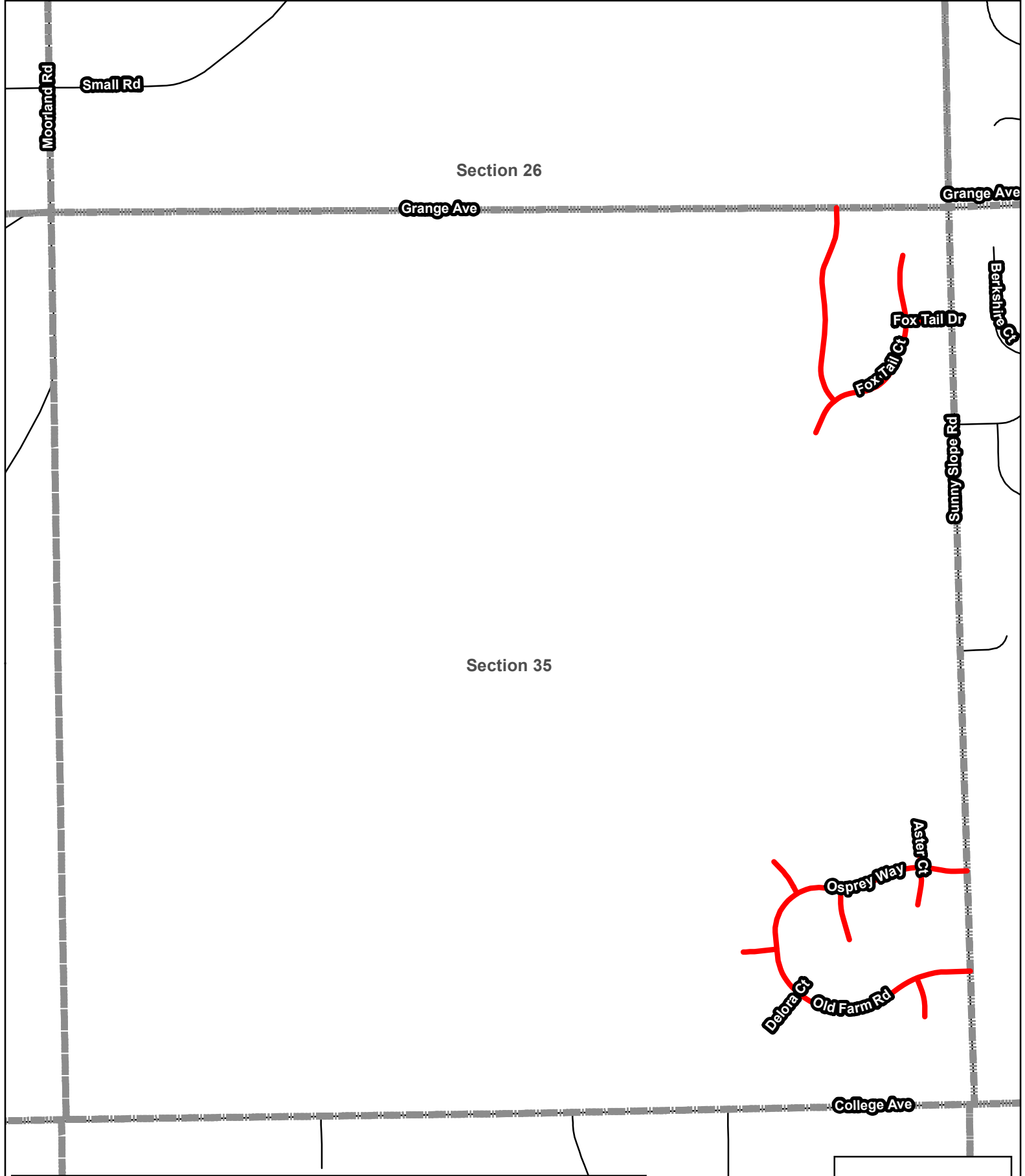
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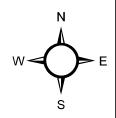
- Base Bid
- Alternate A
- Section



2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 35



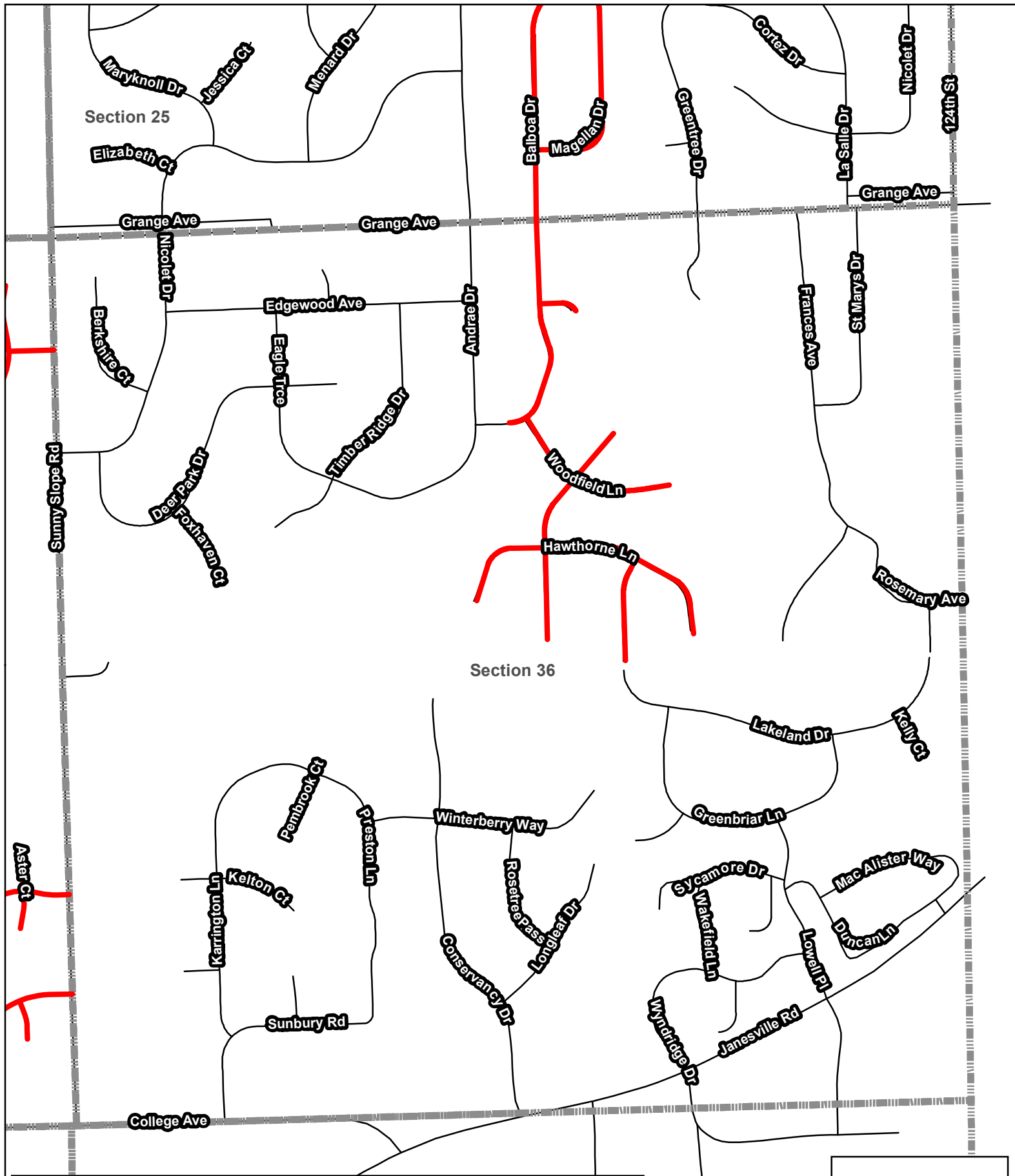
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Legend

- Base Bid
- Alternate A
- - - Section

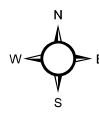


2023 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 36



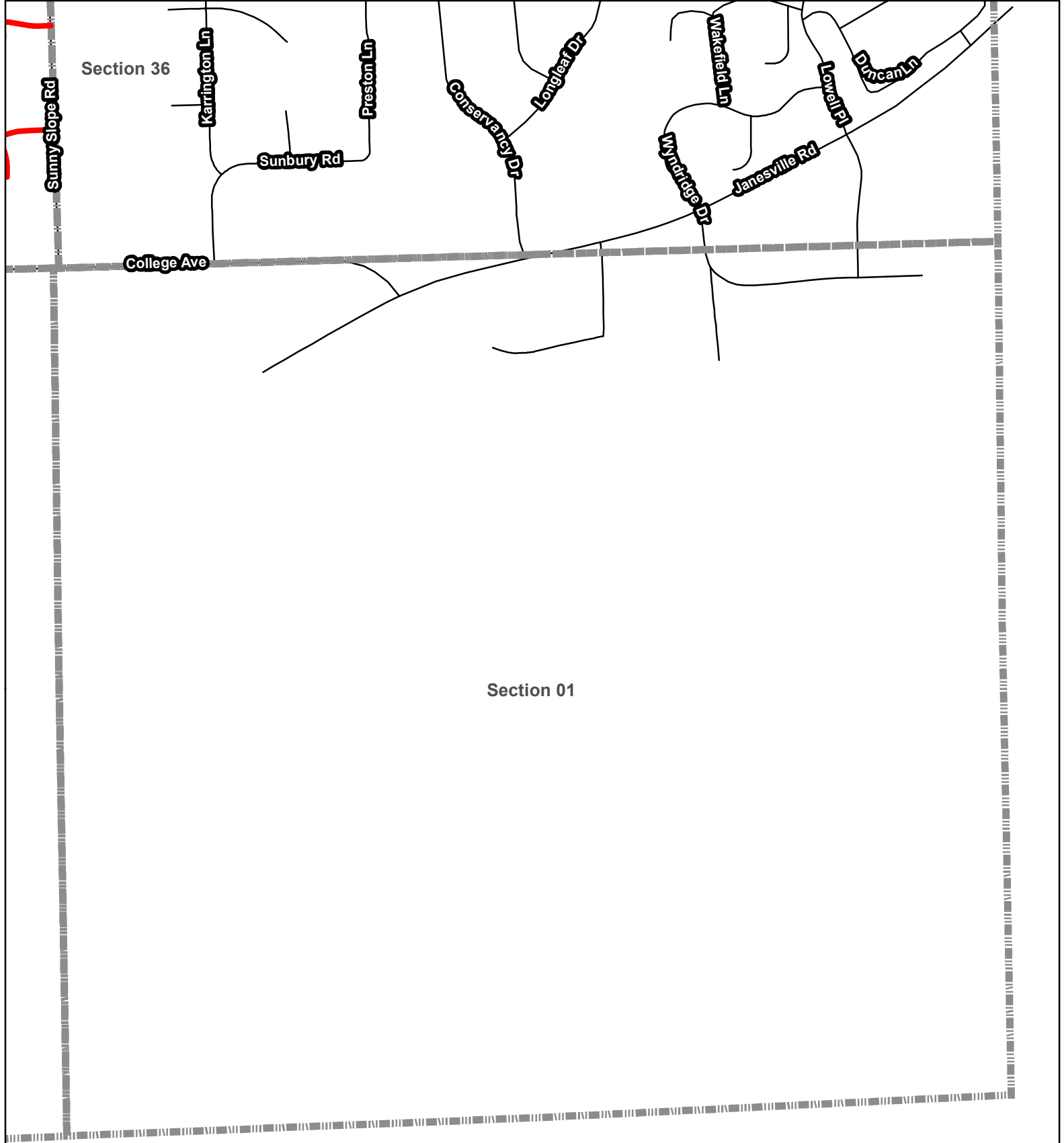
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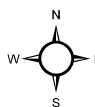


2023 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 01



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- Base Bid
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- Section

Section 35

Delora Ct

Old Farm Rd

Sunny Slope Rd

College Ave

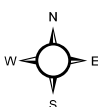
Section 02

2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 02



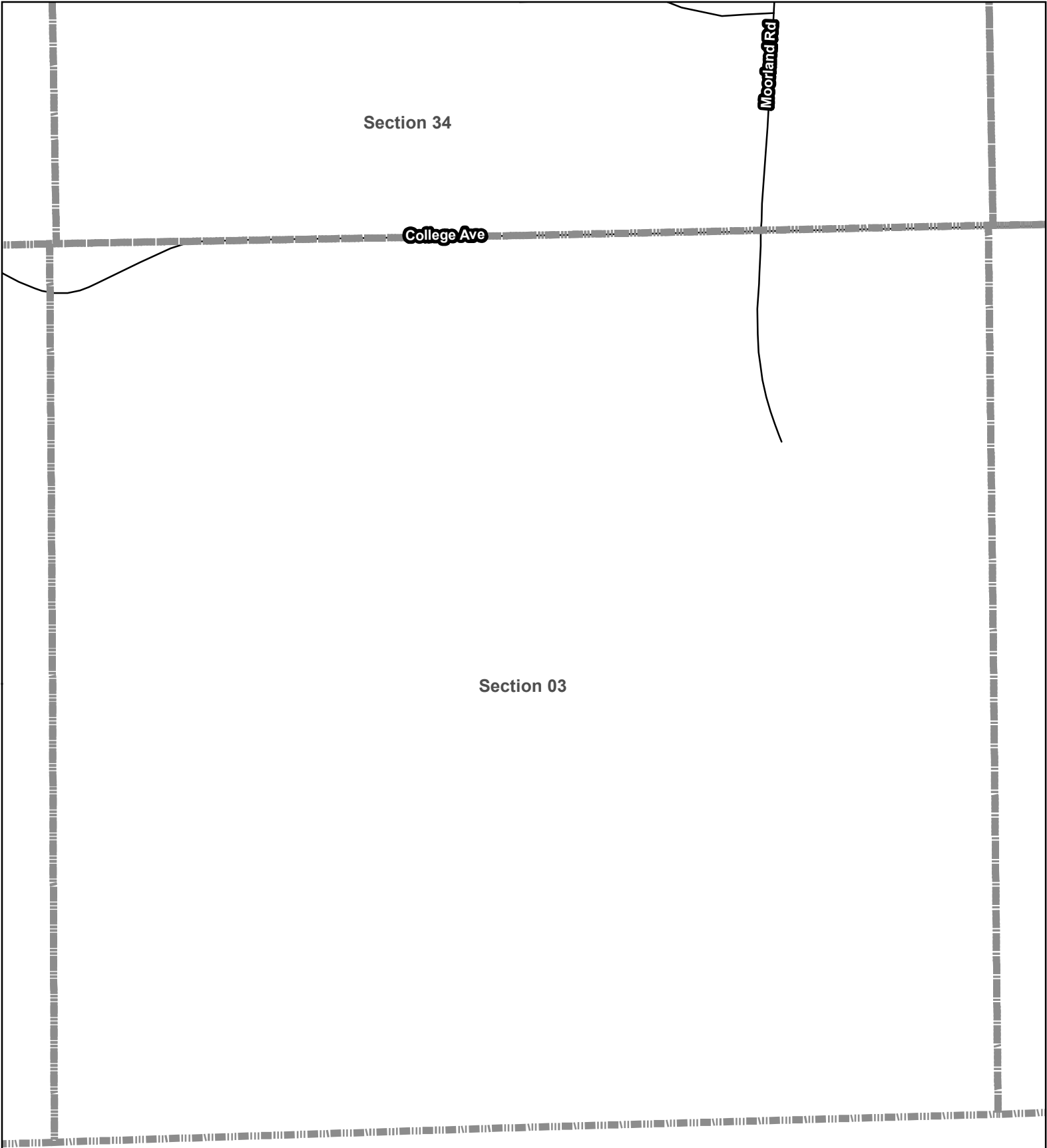
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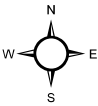


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 03



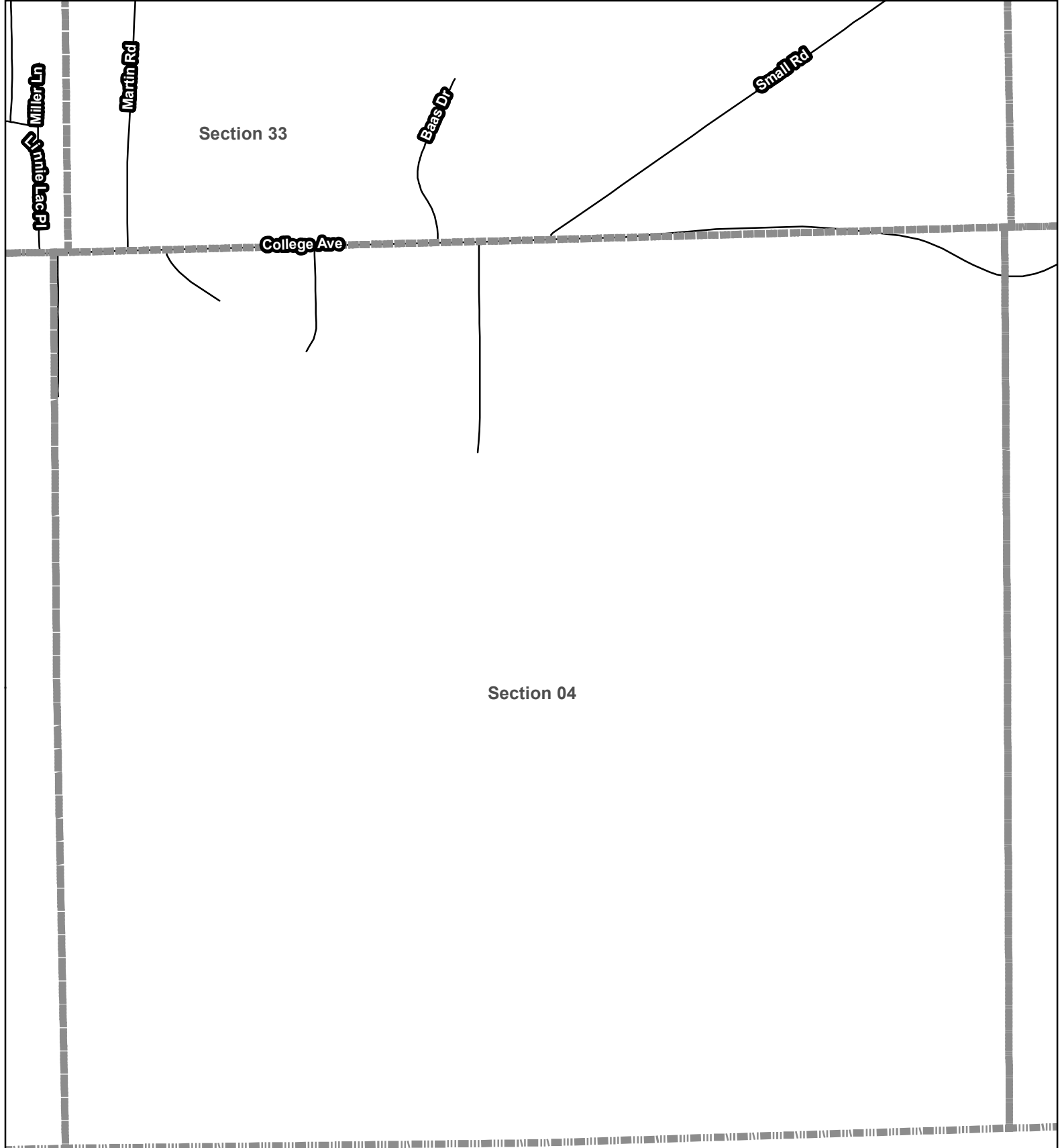
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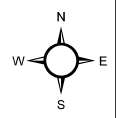


2023 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 04



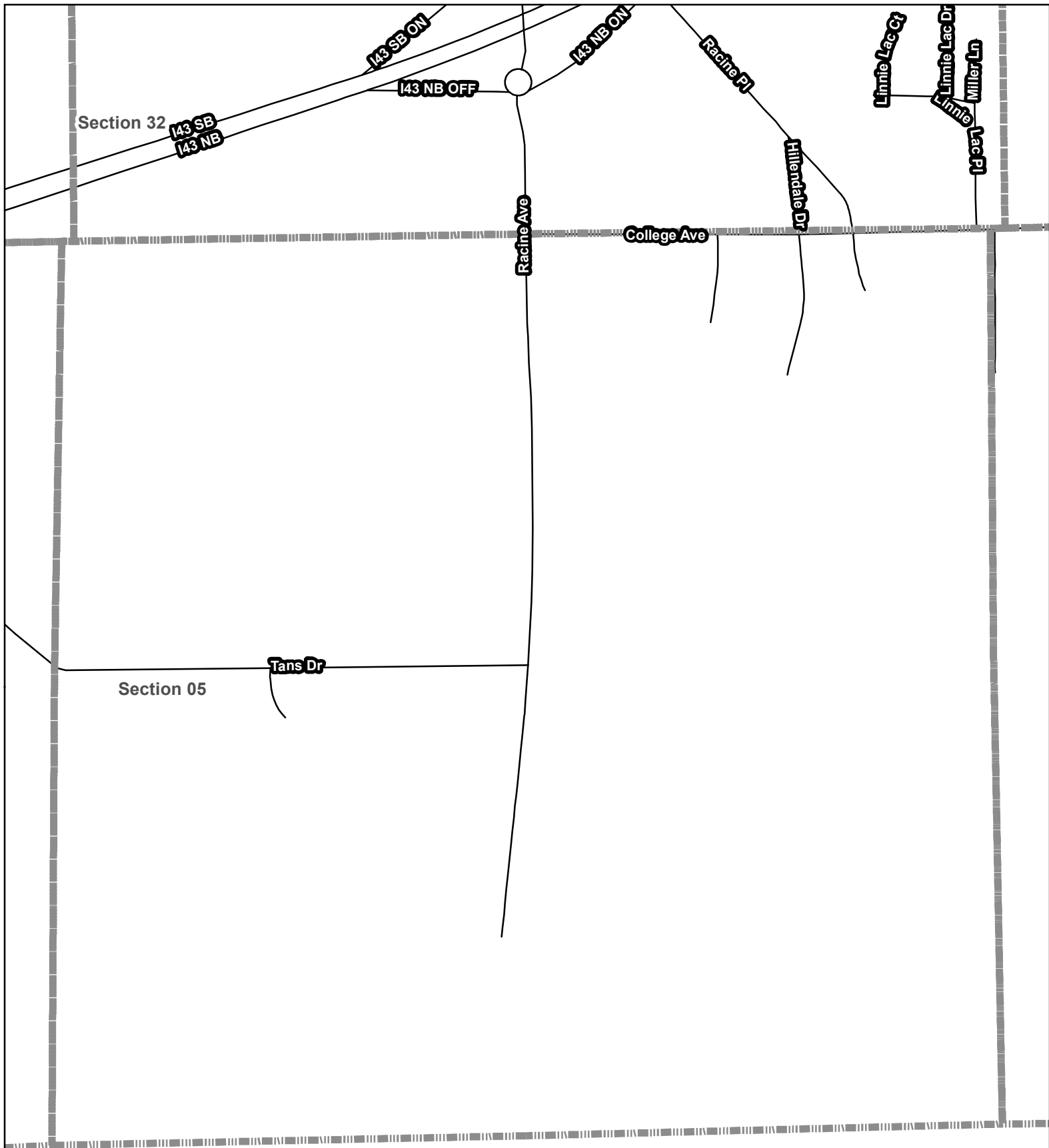
Department of Community Development
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Legend

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- Alternate A
- Section

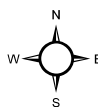


2023 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 05



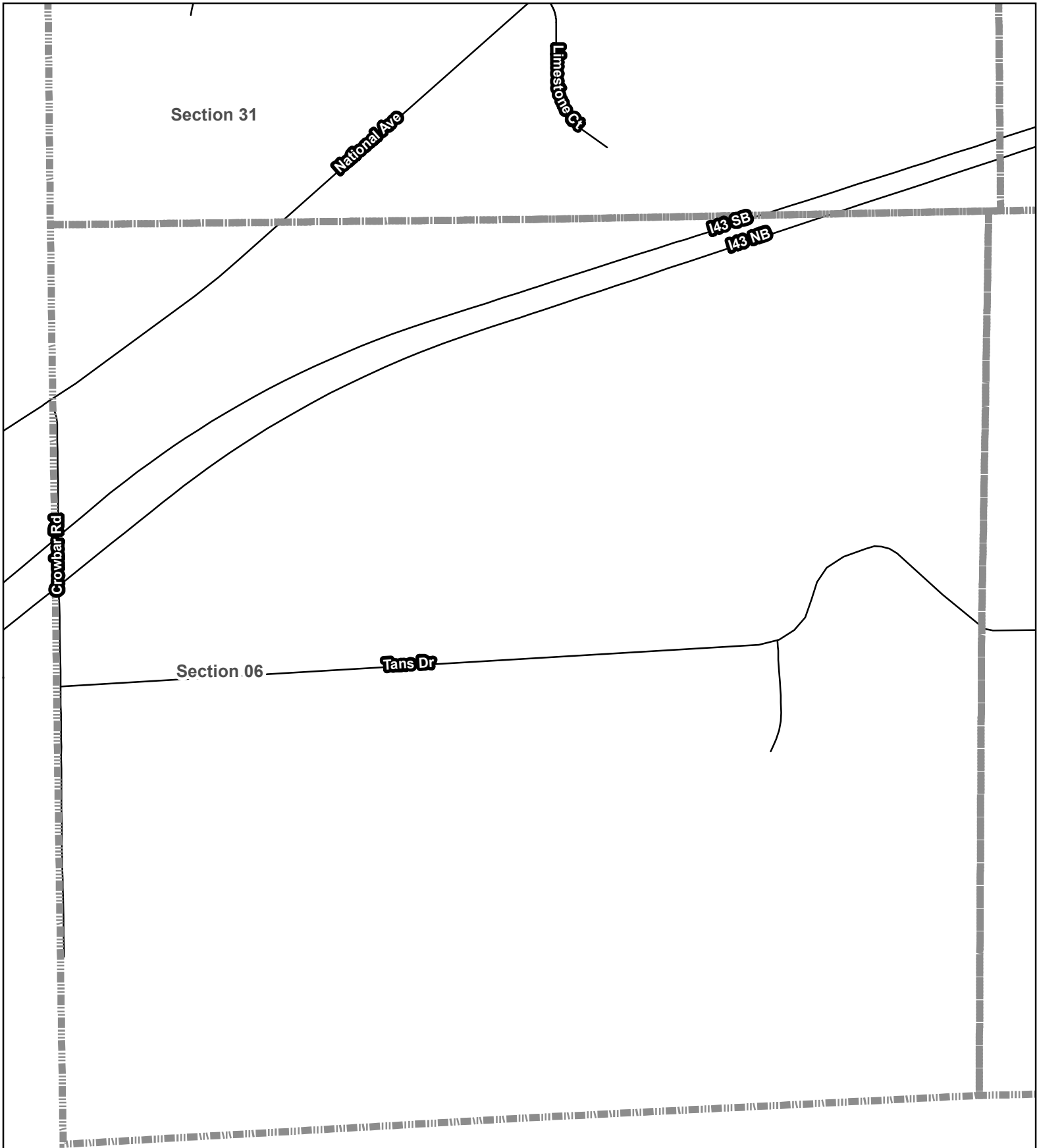
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- Alternate A
- Section

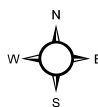


2023 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 06



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Legend

- Base Bid
- Alternate A
- Section

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT: City of New Berlin

PROJECT: 2023 LRIP Roadway Rehabilitation Project

LOCATION: City-wide

REQUEST: Rejection of Bids for 2023 LRIP Roadway Rehabilitation Project

D.C.D. RECOMMENDATION: Discussion and possible action to Approve Resolution 23-8 to Reject all Bids concerning the 2023 LRIP Roadway Rehabilitation Project and to direct the City Engineer to Re-bid the project.

1. In February and March 2023 the City of New Berlin solicited bids for the 2023 LRIP Roadway Rehabilitation Project. The project consists of resurfacing approximately 7.2 miles of roadway throughout the City. Rehabilitation consists of: storm water inlet adjustment and reconstruction, curb and gutter repairs, and pavement rehabilitation by milling and asphalt overlay or pulverizing and asphalt overlay.
2. On March 8, 2023, the City received three (3) Bids for the 2023 LRIP Roadway Rehabilitation Project. On March 9, 2023 it was discovered that the project had not been advertised by publishing a class 2 notice as required by State Statute 62.15(3). While the bids received were within the approved budget, the bids cannot be awarded as the bidding process did not follow the process outlined in State Statutes.
3. A summary of the Bid Tab is attached to the Staff Report.
4. The Common Council approved \$3,000,000 for the Project in the 2023 CIP budget.
5. Staff anticipates re-opening bids on April 5, 2023 with no changes to the project scope. This will maintain the originally planned May 30, 2023 start date and October 20, 2023 completion date.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT

Meeting of March 20, 2023

Rejecting Bids for 2023 LRIP Roadway Rehabilitation Project

DATE STAFF REPORT CREATED: 3/14/2023

APPLICANT: City of New Berlin

REQUEST / DESCRIPTION OF PROJECT: The project consists of rehabilitating 7.2 miles of roadway throughout the City. Rehabilitation consists of: storm water inlet adjustment and reconstruction, curb and gutter repairs, and pavement rehabilitation by milling and asphalt overlay or pulverizing and asphalt overlay.

BIDS RECEIVED: 3

FISCAL IMPACT:

Construction Estimate	\$ 2,524,463
Subtract Contingencies (5%)	\$ 126,223
Subtract Technical Services (5%)	<u>\$ 113,601</u>
Estimated Total Project Costs	\$ 2,764,287
Available Construction budget	\$ 3,000,000

SOURCE OF FUNDS

2023 Roadway Rehabilitation CIP Account: 04251100 59040 C2023

D.C.D. RECOMMENDATION:

Discussion and possible action to Approve Resolution 23-8 to Reject all Bids concerning the 2023 LRIP Roadway Rehabilitation Project and to direct the City Engineer to Re-bid the project. See Executive Summary.

Attachments:

Bid Results
Resolution 23-8

RD-23-01 2023 LRIP Roadway Rehabilitation Project
 Bid Results
 March 8, 2023 @ 10:00 A.M.

BIDDER	BID BOND	PRE-QUAL STATEMENT	BASE BID	RANKING
Stark Pavement Corp.	X	X	\$ 2,316,288.00	1
Payne & Dolan, Inc.	X	X	\$ 2,347,459.36	2
Wolf Paving Co., Inc.	X	X	\$ 2,416,600.41	3
Engineer's Estimate			\$ 2,524,463.15	

RD-23-01 2023 LRIP Roadway Rehabilitation Project
CONTRACT RD-23-01

Base Bid				Stark Pavement Corp.		Payne & Dolan, Inc.		Wolf Paving Co., Inc.		Engineer's Estimate	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Tack Coat	5,176	GAL	\$ 3.05	\$ 15,786.80	\$ 5.50	\$ 28,468.00	\$ 3.00	\$ 15,528.00	\$ 2.15	\$ 11,128.40
2	Butt Joints	2,224	LF	\$ 3.15	\$ 7,005.60	\$ 1.60	\$ 3,558.40	\$ 5.00	\$ 11,120.00	\$ 7.10	\$ 15,790.40
3	Saw Cutting Pavement	3,201	LF	\$ 1.50	\$ 4,801.50	\$ 2.25	\$ 7,202.25	\$ 1.95	\$ 6,241.95	\$ 1.70	\$ 5,441.70
4	Common Excavation	4,371	CY	\$ 11.70	\$ 51,140.70	\$ 18.00	\$ 78,678.00	\$ 17.73	\$ 77,497.83	\$ 13.50	\$ 59,008.50
5	Pulverize & Relay	39,733	SY	\$ 1.95	\$ 77,479.35	\$ 1.65	\$ 65,559.45	\$ 2.10	\$ 83,439.30	\$ 2.30	\$ 91,385.90
6	Remove Asphaltic Pavement by Milling, 2.5-Inch	20,257	SY	\$ 2.10	\$ 42,539.70	\$ 1.95	\$ 39,501.15	\$ 2.20	\$ 44,565.40	\$ 2.55	\$ 51,655.35
7	Remove Asphaltic Pavement by Milling, 3-Inch	43,509	SY	\$ 2.05	\$ 89,193.45	\$ 2.20	\$ 95,719.80	\$ 2.35	\$ 102,246.15	\$ 2.40	\$ 104,421.60
8	Base Repair	4,141	CY	\$ 37.50	\$ 155,287.50	\$ 55.00	\$ 227,755.00	\$ 66.00	\$ 273,306.00	\$ 52.40	\$ 216,988.40
9	Manhole Adjustment, Cast Iron Paving Rings	62	EACH	\$ 280.00	\$ 17,360.00	\$ 265.00	\$ 16,430.00	\$ 150.00	\$ 9,300.00	\$ 230.65	\$ 14,300.30
10	Water Valve or Water Box Adjustment	40	EACH	\$ 80.00	\$ 3,200.00	\$ 95.00	\$ 3,800.00	\$ 125.00	\$ 5,000.00	\$ 105.35	\$ 4,214.00
11	Remove & Replace Concrete Curb & Gutter	709	LF	\$ 59.30	\$ 42,043.70	\$ 81.50	\$ 57,783.50	\$ 62.00	\$ 43,958.00	\$ 50.20	\$ 35,591.80
12	Asphalt Leveling, 5 LT 58-28 S, 1-Inch	2,752	TON	\$ 71.75	\$ 197,456.00	\$ 69.00	\$ 189,888.00	\$ 74.00	\$ 203,648.00	\$ 77.75	\$ 213,968.00
13	Asphalt Surface, 4 LT 58-28 S, 2-Inch	10,052	TON	\$ 66.65	\$ 669,965.80	\$ 63.00	\$ 633,276.00	\$ 65.00	\$ 653,380.00	\$ 71.60	\$ 719,723.20
14	Asphalt Surface, 4 LT 58-28 S, 2.5-Inch	3,203	TON	\$ 68.85	\$ 220,526.55	\$ 62.30	\$ 199,546.90	\$ 64.00	\$ 204,992.00	\$ 70.65	\$ 226,291.95
15	Asphalt Binder, 3 LT 58-28 S, 3-Inch	7,539	TON	\$ 64.65	\$ 487,396.35	\$ 56.25	\$ 424,068.75	\$ 60.00	\$ 452,340.00	\$ 63.60	\$ 479,480.40
16	Asphalt Binder, Base Patch (<8-Foot Width), 3 LT 58-28 S, 3-Inch	3,826	SY	\$ 12.75	\$ 48,781.50	\$ 17.00	\$ 65,042.00	\$ 13.55	\$ 51,842.30	\$ 15.40	\$ 58,920.40
17	Asphalt Binder, Base Patch (>=8-Foot Width), 3 LT 58-28 S, 3-Inch	3,826	SY	\$ 12.75	\$ 48,781.50	\$ 13.00	\$ 49,738.00	\$ 12.90	\$ 49,355.40	\$ 13.80	\$ 52,798.80
18	Shouldering, Reclaimed Asphalt Pavement, 3/4" Dense	602	TON	\$ 43.50	\$ 26,187.00	\$ 40.00	\$ 24,080.00	\$ 34.00	\$ 20,468.00	\$ 35.90	\$ 21,611.80
19	Shoulder Restoration, Topsoil, Fertilizer, Seed, Matting, Watering	9,846	LF	\$ 3.00	\$ 29,538.00	\$ 5.00	\$ 49,230.00	\$ 1.98	\$ 19,495.08	\$ 4.30	\$ 42,337.80
20	Storm Inlet Repair, Tuck Point and Casting Adjustment	2	EACH	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 735.00	\$ 1,470.00
21	Storm Inlet Repair, Top Rebuild	1	EACH	\$ 3,500.00	\$ 3,500.00	\$ 3,717.16	\$ 3,717.16	\$ 3,500.00	\$ 3,500.00	\$ 854.00	\$ 854.00
22	Pavement Marking, Epoxy, 4-Inch Solid, White	17,885	LF	\$ 0.60	\$ 10,731.00	\$ 0.60	\$ 10,731.00	\$ 0.60	\$ 10,731.00	\$ 1.58	\$ 28,258.30
23	Pavement Marking, Epoxy, 4-Inch Solid, Yellow	12,329	LF	\$ 0.70	\$ 8,630.30	\$ 0.70	\$ 8,630.30	\$ 0.70	\$ 8,630.30	\$ 1.58	\$ 19,479.82
24	Pavement Marking, Epoxy, 4-Inch, Skip Dash, Yellow	4,401	LF	\$ 0.70	\$ 3,080.70	\$ 0.70	\$ 3,080.70	\$ 0.70	\$ 3,080.70	\$ 1.58	\$ 6,953.58
25	Pavement Marking, Epoxy, 18-Inch, Stop Bar, White	175	LF	\$ 17.00	\$ 2,975.00	\$ 17.00	\$ 2,975.00	\$ 17.00	\$ 2,975.00	\$ 13.65	\$ 2,388.75
26	Traffic Control	1	LUMP SUM	\$ 46,900.00	\$ 46,900.00	\$ 53,000.00	\$ 53,000.00	\$ 53,960.00	\$ 53,960.00	\$ 40,000.00	\$ 40,000.00
				Total	\$ 2,316,288.00	Total	\$ 2,347,459.36	Total	\$ 2,416,600.41	Total	\$ 2,524,463.15

RESOLUTION NO. 23 -8

**RESOLUTION TO REJECT ALL BIDS FOR THE
2023 LRIP ROADWAY REHABILITATION PROJECT AND
TO DIRECT THE RE-BIDDING OF THE ANTICIPATED WORK**

WHEREAS, the City of New Berlin is desirous of resurfacing approximately 7.2 miles of roadway throughout the City; and

WHEREAS, as part of the 2023 Capital Improvement Project Budget, the City Council authorized this work; and

WHEREAS, the City Engineer put out the project specifications for bidding online, but the class 2 notice was not published as required by State Statute 62.15(3); and

WHEREAS, a bid opening occurred on March 8, 2023, the City received three (3) bids and the low bidder being Stark Pavement Corp., with a total project cost of \$2,316,288.00; and

WHEREAS, the City Engineer has prepared an anticipated budget for this work which totals \$3,000,000.00. Said budget including independent contracts for inspection costs and contingency costs; and

WHEREAS, the City Attorney has advised that the bids were not advertised as required by Wisconsin State Statute, and accepting the bid could open the City to potential liability, and has recommended rejection of all bids and the re-bidding of this project; and

WHEREAS, Wisconsin Statute §62.15(5) allows the City Council to reject bids when it believes it is in the best interests of the City to do so.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of New Berlin does hereby accept the recommendation of the City Attorney and therefore, rejects all the bids for the 2023 LRIP Roadway Rehabilitation Project on the grounds that it was not properly advertised.

BE IT FURTHER RESOLVED, that the City Engineer is directed to re-bid the project as soon as practicable.

BE IT FURTHER RESOLVED that the City Staff is directed to take such actions as are necessary to effectuate the intention of this Resolution, including, but not limited to, the notification of all bidders.

Dated this 28th day of March, 2023.

APPROVED:

David Ament, Mayor

Certified:

Rubina Medina, City Clerk