## FOR DRAINAGE IMPROVEMENT PLANS FOR BISSELL ROAD Walworth County Town of Linn, WI

Bid Close: April 11th, 2025 at 10:00 AM CST

### **PREPARED BY:**

Lynch & Associates-Engineering Consultants, LLC 440 Milwaukee Avenue Burlington, WI 53105



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### TOWN OF LINN, WI

### ADVERTISEMENT FOR BID – Drainage Improvement Plan for Bissell Road

Sealed Bids for the work will be received by the Town of Linn, WI, at the office of the Town Clerk, Alyson Morris, Town Hall, W3728 Franklin Walsh Street, P.O. Box 130 Zenda, WI, 53195, until 10:00 a.m. CST on April 11<sup>th</sup>, 2025, at which time the Bids received will be publicly opened and read.

The scope of work consists of the removal of two concrete box culverts and one culvert pipe and associated end sections, and the installation of two HDPE Pipe Culverts with end sections and rip-rap treatment. The road and shoulders shall be restored, and regrading the banks will be required at all three removal locations. The Project is located approximately 550 feet to 1,500 feet South of the intersection of Mohawk Road and Bissell Road on Bissel Road, Town of Linn (Lake Geneva), WI 53147. Erosion control and dewatering will be required as part of the project. Work is to be completed prior to June 15<sup>th</sup>, 2025.

Bid specifications are available at the Town Clerk's Office and the Town website: www.townoflinn.wi.gov.

For questions, please contact Highway Superintendent Matt Wittum at 262-275-6300 ext. 17 or linnhighway@townoflinn.wi.gov



### PROJECT DESCRIPTION

### STATEMENT OF INTENT

It is the intention of the Town to remove the two existing box culverts and one culvert pipe located approximately 550 feet to 1,500 feet South of the intersection of Mohawk Road and Bissell Road on Bissel Road, Town of Linn (Lake Geneva), WI 53147, replacing the two box culverts with two HDPE Pipe Culverts and end sections. In general, the project involves concrete removal, relaying culverts, rip rap installation, and erosion control installation at the existing proposed HDPE pipe culvert.

### SCOPE OF WORK

The CONTRACTOR agrees to furnish all the labor, tools, materials and equipment necessary to complete in every detail the removal of two existing box culverts and one culvert pipe and the relaying two HDPE Pipe Culverts, flared end sections, and riprap while providing adequate erosion control measures. All excavated spoils are to be removed from the site or used as fill if approved by the engineer. Proper protective equipment is required, as well as coordination with any applicable utility companies.

The project is located as shown on the Drawings.

Perform work under this contract for the Drainage Improvement Plan for Bissell Road as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 Edition as published by the department, and these special provisions.

These special provisions and other documents in the Project Manual take precedence over any conflicting provision in Section 100 of the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 Edition.

The following items shall be included in the bid:

The project bids are due at 10:00 A.M. CST on April 11, 2025. Substantial completion will be no later than June 15, 2025. Failure to have the project substantially complete will result in \$200/day in liquidated damages for each day beyond contracted completion date. Construction hours are seven (7:00) A.M. and shall cease at six (6:00) P.M. Monday – Friday, and eight (8:00) A.M. to five (5:00) P.M. on Saturdays. No work shall be performed on Sundays.

### **UNIT PRICE**

Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. Discrepancies between the multiplication of units of Work and unit prices will be



resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### **RESERVATION OF RIGHTS**

The Town reserves the right to reject any and all bids, to waive any technicalities in the bid process, to award any bid or portion of a bid which is deemed to be the most advantageous to the Town of Linn and to make such investigations as are deemed necessary to determine the ability of the vendor to perform the services requested.



### **GENERAL TERMS AND CONDITIONS OF BID**

### 1. PRICES:

All prices shall be clearly stated in bid. No other costs will be permitted to the vendor beyond those stated in this bid.

### 2. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING/PRE-BID MEETING:

All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

There will be no pre-bid meeting.

### 3. ERRORS AND OMISSIONS BY TOWN:

No vendor shall be permitted to use to their advantage any error or omission in this solicitation or specifications. If the vendor shall have any questions or desires a clarification or interpretation regarding any of the items specified, the vendor shall request such clarification in writing and any such clarifications shall be made available to all vendors prior to the date of submission.

### 4. **SUBMISSION OF BIDS:**

A copy of the Bid Form is to be completed and submitted with the any other documents required to be submitted under the terms of Article 7 of the Bid Form.

A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by any other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to W3728 Franklin Walsh Street, P.O. Box 130 Zenda, WI 53195.

Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.



### SPECIFIC CONDITIONS

### 1. CHANGES AND EXTRAS:

Any work required by the Contract Documents but not included in the Bid Schedule shall be considered incidental to the Bid Items.

The Owner reserves the right to alter the Drawings, modify the work, and increase or decrease quantities of work to be performed. Changes in the Work shall not be considered as a waiver of any conditions of the Contract. The Contractor shall accept payment according to the unit prices given in the contract for changes in quantity.

In accordance with Wisconsin law, a supplemental agreement between the Contractor and Owner may be required when changes involve a net increase or decrease in more than twenty percent of the contract amount.

### 2. INDEMNIFICATION AND INSURANCE:

The contractor shall indemnify, keep and save harmless the Town of Linn and its respective officers, agents and employees against all suits or claims that may be based on any injury and/or death to persons or damage to property that may occur, or that may be alleged to have occurred or that may be alleged to have occurred in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the contractor or his employees; and the contractor shall, at his own expense, defend any and all such actions and shall pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgement shall be rendered against the Town of Linn or any of its respective officers, agents or employees in any such action, the contractor shall, at his expense, satisfy and discharge the same.

The contractor shall at his own expense obtain and maintain during the life of this contract, Public Liability and Property Damage Insurance, which shall protect the contractor, the Town of Linn and its respective officer, agents and employees, and shall also protect any sub-contractors performing work under this contract, from claims for damages for personal injury (including accidental death) as well as from claims for property damages which may arise from the performance of work under this contract or by any sub-contractor or by anyone directly or indirectly employed by the contractor or by any sub-contractor. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

### Workers' Compensation, and related coverages:

State:	Statutory	
Federal, if applicable (e.g., Longshoreman's):	Statutory	
Employer's Liability:		
Bodily injury, each accident	\$ 1,000,000	



	Bodily injury by disease, each employee	\$ 1,000,000
	Bodily injury/disease aggregate	\$ 2,000,000
	Foreign voluntary worker compensation	Statutory
2.	Contractor's Commercial General Liability:	
	General Aggregate	\$ 1,000,000
	Products - Completed Operations Aggregate	\$ 1,000,000
	Personal and Advertising Injury	\$ 1,000,000
	Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
3.	Automobile Liability:	
	Bodily Injury:	
	Each person	\$ 1,000,000
	Each accident	\$ 1,000,000
	Property Damage:	
	Combined Single Limit of	\$ 1,000,000
4.	Excess or Umbrella Liability:	
	Per Occurrence	\$ 4,000,000
	General Aggregate	\$ 4,000,000

5. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

Lynch & Associates Engineering Consultants, LLC

Said insurance shall be written by a company or companies licensed to do business in the State of Wisconsin and satisfactory to the OWNER. Before commencing any work hereunder, certificates



evidencing the maintenance of such insurance shall be furnished to OWNER and shall contain the following statement:

CONTRACTORs shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the OWNER.

### 3. BOND REQUIREMENT:

No bond will be required for this work.

### 4. CONTRACTOR'S RESPONSIBILITY:

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the OWNER or relieving the CONTRACTOR from their liability as an independent CONTRACTOR and, as such, They shall be solely responsible for the method, manner and means by which they shall perform their work, including, but not limited to supervision and control of their own personnel and scheduling of the work required to insure its proper and timely performance and they shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the CONTRACTOR, and they shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The CONTRACTOR shall restore and make good at their own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the CONTRACTOR for any part of work done will not be considered as final acceptance of any work.

The CONTRACTOR agrees to assume and shall have full and sole responsibility for compliance with all Federal, State or Municipal laws and regulation in any manner affecting the work to be performed by the CONTRACTOR or subcontractors, including, without limiting the generality to the foregoing, the laws of the State of Wisconsin.

### 5. PROSECUTION OF WORK:

The CONTRACTOR shall give his personal attention to the work while in progress and shall provide a competent and reliable superintendent at all times who shall have full authority to act for him. That superintendent's name and phone number shall be furnished to the Town prior to the start of any work.

Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the Owner

Time is of the essence to this contract and any failure by the CONTRACTOR to complete the job by June 15<sup>th</sup>, 2025, will result in the OWNER incurring additional expense. Accordingly, it is



agreed that for each calendar day beyond the completion time of this contract that the work has not been completed, the CONTRACTOR shall be liable for and have deducted from their pay two hundred dollars (\$200) per day. As such, a precise schedule for the complete project shall be prepared by CONTRACTOR and approved by the Town prior to the start of any work.

### 6. WORKING CONDITION:

The CONTRACTOR will not work on or keep his equipment on any private property without the permission of the property OWNER involved.

### 7. TRAFFIC CONTROL:

Schedule work to minimize roadway closures. Keep at least one lane of traffic open at all times on all streets. Provide proper traffic control, including flagmen, when only one lane of traffic is available. Maintain access overnight to all properties. Keep pedestrian access open to all businesses and residents at all times. When roads must be closed, provide and maintain construction barricades on all approaches to the work. Traffic control shall be provided in accordance with the Wisconsin Manual on Uniform Traffic Control Devices (MUTCD). Any traffic control shown in the plans is for reference only. The Contractor shall be responsible for determining the extent of traffic control required in order to comply with the MUTCD. Prior to closing any streets, notify the following at least 72 hours in advance:

- 1. Owner
- 2. Police Department
- 3. County Sheriff's Department
- 4. Fire Department
- 5. School District
- 6. USPS
- 7. Local Ambulance Service

Provide businesses and residents at least 24 hours' notice that driveways will be blocked. Construct temporary tramps at all driveways to provide access during road construction. The Contractor shall provide access for garbage collection on mail delivery on those streets closed to through traffic for the duration of the project. The Contractor shall provide full time access to residents of handicapped persons, nursing and retirement homes, hospitals, and other facilities as directed by the A/E unless satisfactory arrangements can be made. Provide access at all times to businesses unless satisfactory arrangements can be made.



### **BID FORM**

### Drainage Improvement Plan Bissell Road

### Town of Linn

### Walworth County, Wisconsin

### **ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Town Clerk Town Hall W3728 Franklin Walsh Street Zenda, WI 53195

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date		

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2)

- reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### **ARTICLE 4 – BIDDER'S CERTIFICATION**

### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

- "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

### ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

	Drainage Improvement Plan for Bissell Road						
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
Total of All Unit Price Bid Items					\$		

<b>Total Base Bid Price</b>	\$	
	-	

### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. List of Proposed Subcontractors;
  - B. List of Project References;
  - C. Required Bidder Qualification Statement with supporting data;

### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### **ARTICLE 9 – BID SUBMITTAL**

BIDDER: [Indicate correct name of bidding entity]
By: [Signature]
[Printed name] (If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: [Signature]
[Printed name]
Title:
Submittal Date:
Address for giving notices:
Telephone Number:
Fax Number:
Contact Name and e-mail address:

### AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between the To-	wn of Linn W3728 Franklin Walsh Street, Zenda, WI 53195
("Owner") and	_("Contractor").
Owner and Contractor hereby agree as follo	ws:

### **ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: two concrete box culverts and one culvert pipe removal and replacement with two HDPE pipe culverts at the location of existing box culverts.

### **ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: removal of two concrete box culverts and one culvert pipe and associated end sections, and the installation of two HDPE Pipe Culverts approximately 550 feet to 1,500 feet South of the intersection of Mohawk Road and Bissell Road.

### **ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by Lynch & Associates Engineering Consultants, LLC, 440 Milwaukee Ave, Burlington, Wisconsin 53105.
- 3.02 The Owner has retained Lynch & Associates ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4 – CONTRACT TIMES**

- 4.01 Time of the Essence
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
  - A. The Work will be completed on or before June 15, 2025. Final payment will be made after the work has been inspected and approved by the Town.
- 4.03 Liquidated Damages
  - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1. Substantial Completion: Contractor shall pay Owner \$50.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
- Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$50.00 for each day that expires after such time until the Work is completed and ready for final payment.
- 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- 4. Milestones: Contractor shall pay Owner \$50.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) at the prices stated in the Contractor's Bid, attached hereto as an exhibit. The total estimated contract amount is \$
    - 1. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
  - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

### **ARTICLE 6 – PAYMENT PROCEDURES**

- 6.01 Submittal and Processing of Payments
  - A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by Engineer.
- 6.02 Progress Payments; Retainage
  - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 45 days of receipt of invoice during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and

in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. <u>90</u> percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. <u>95</u> percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

### 6.04 Payment Terms

- A. For contracts between \$16k-\$74k, The board can make direct payments to subcontractors or payments jointly made out to the prime contractor and one or more subcontractors.
- B. For contracts between \$74k-\$148k, Direct payments from the municipality to subcontractors can be made out to the prime contractor and one or more subcontractors. A payment and performance bond shall be required, unless negotiated with the Town of Linn to allow the prime contractor to substitute a different payment assurance in the form of a bond, irrevocable letter of credit, or escrow account at least equal to the contract price. In order to allow this, the Town Board would need to adopt the terms in writing. See Wis. Stat. § 779.14(1m)(d)2.

### **ARTICLE 7 - INTEREST**

7.01 All amounts not paid when due shall bear interest at the statutory rate of the State of Wisconsin.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- Contractor's entry into this Contract constitutes an incontrovertible representation by J. Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

### **ARTICLE 9 – CONTRACT DOCUMENTS**

9.01

Con	tents	
A.	The	Contract Documents consist of the following:
	1.	This Agreement (pages 1 to, inclusive).
	2.	General Conditions (pages to, inclusive).
	3.	Supplementary Conditions (pages to, inclusive).
	4.	Drawings (not attached but incorporated by reference) consisting of 7 sheets as listed on the Sheet Index.
	5.	Addenda (numbers to, inclusive).
	6.	Exhibits to this Agreement (enumerated as follows):
		a. Contractor's Bid (pages to, inclusive).

- 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.

Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

### **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

A. 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.

### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

- "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

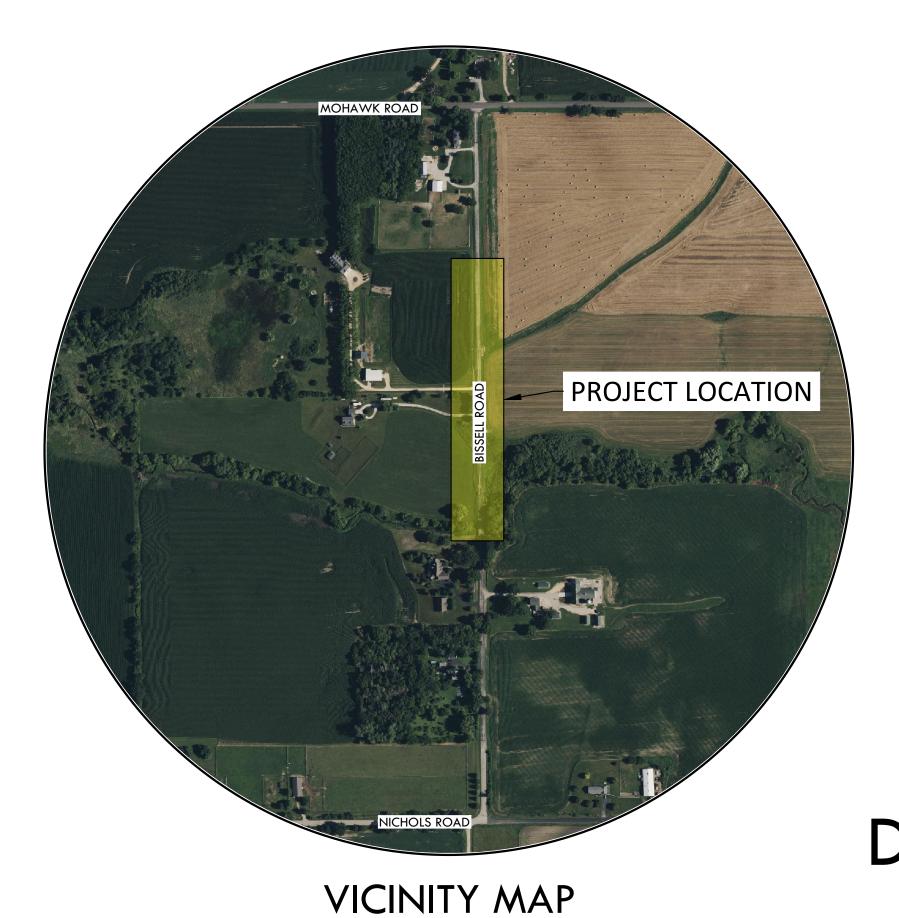
### 10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on	(which is the Effective Date of the Contract).
OWNER:	CONTRACTOR:
By:	By:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
	License No.:  (where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



# FOR BISSELL ROAD TOWN OF LINN, WI

### SHEET INDEX

C001 TITLE SHEET & VICINITY MAP

C002 GENERAL NOTES

C100 EXISTING CONDITIONS

C101 SITE & EROSION CONTROL PLAN

C102 SOUTH CULVERT

C103 SOUTH CULVERT PROFILE

C104 NORTH CULVERT

C105 NORTH CULVERT PROFILE

C106 NORTH GRADING

BISSELL ROAD
TOWN OF LINN, WI
LYNCH & ASSOCIATI

TITLE SHEET & VICINITY MAP

DANIEL E. MEIER
E-36102
WATERFORD
WI

BENCHMARKS			
FOUND IRON ROD	EL. 969.493	N: 184824.0800	E: 2376838.2410
FOUND IRON PIPE	EL. 956.549	N: 184893.6200	E: 2376771.1890
FOUND IRON ROD	EL. 968.549	N: 185486.4160	E: 2376752.9400
FOUND IRON ROD	EL. 976.284	N: 186096.7060	E: 2376733.9330
FOUND IRON ROD	EL. 992.665	N: 186667.5540	E: 2376716.4590

EL. 973.788

FOUND IRON ROD

CONTACT INFORMATION				
COMPANY NAME ADDRESS	CONTACT	PHONE	<u>EMAIL</u>	

262.402.5044 dmeier@lynch-engineering.com

LYNCH & ASSOCIATES

5482 S. WESTRIDGE DR.
NEW BERLIN, WI 53151

REVISIONS

NO. REVISION

DATE

PLAN DATE 2.4.2025

PROJECT NO.

24.1012.01

SHEET NO.

C001

E: 2376849.2440

N: 184456.2780

### A. GENERAL

- 1. THE CONTRACTOR SHALL NOTIFY THE OWNER FORTY- EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
- 2. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY. THEIR AGENTS, ETC, FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
- 3. SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 4. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL COMPARE FIELD CONDITIONS WITH DRAWINGS.
- 5. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY INFORMATION SHOWN ON THE PLANS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL DIGGER'S HOTLINE AT 1-800-242-8511 TO NOTIFY THE UTILITIES OF HIS INTENTIONS. AND TO REQUEST FIELD STAKING OF EXISTING UTILITIES.
- 6. CONTRACTOR IS ADVISED THAT ALL MUD AND DEBRIS MUST NOT BE DEPOSITED ONTO THE ADJACENT ROADWAYS PER THE REQUIREMENT OF THE MUNICIPALITY OR OTHER APPROPRIATE GOVERNMENT AGENCIES.
- 7. ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR. THE COST OF THE RESTORATION IS CONSIDERED INCIDENTAL, AND SHOULD BE INCLUDED IN THE BID PRICES.
- 8. CONTRACTORS SHALL NOTIFY OWNERS 24 HOURS IN ADVANCE IF ACCESS TO THEIR PROPERTY WILL BE INTERRUPTED. ENSURE THAT ACCESS IS PROVIDED AT THE END OF EACH WORK DAY.

### B. PAVING

- 1. THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE WISCONSIN D.O.T. SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, AND THE LOCAL ORDINANCES AND SPECIFICATIONS.
- 2. PAVING SHALL CONSIST OF FINE GRADING PAVEMENT AREAS, INSTALLATION OF CRUSHED STONE BASE, BITUMINOUS PAVEMENT, AND CLEANUP. ALL MATERIALS SHALL BE PROVIDED BY THE CONTRACTOR.
- 3. AGGREGATES USED IN THE CRUSHED AGGREGATE BASE SHALL BE 1-1/4 INCH DENSE GRADED BASE IN ACCORDANCE WITH SUBSECTION 305.2.2 OF THE STANDARD SPECIFICATIONS.
- 4. TACK COAT SHALL BE IN ACCORDANCE WITH SUBSECTION 455.2.5 OF THE STANDARD SPECIFICATIONS. THE RATE OF APPLICATION SHALL BE 0.025 GAL/SY.
- 5. CONCRETE SHALL BE GRADE A AIR ENTRAINED IN ACCORDANCE WITH SECTION 501 FOR THE STANDARD SPECIFICATIONS, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI.
- 6. CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FOLLOWING SECTIONS OF THE STANDARD SPECIFICATIONS: SECTION 601 FOR CONCRETE CURB AND GUTTER.
- 7. ALL FINISHED CONCRETE SHALL BE COVERED WITH A LIQUID CURING COMPOUND CONFORMING TO AASHTO M 148, TYPE 2, IN ACCORDANCE WITH SECTION 415 OF THE STANDARD SPECIFICATIONS.

### C. GRADING

- 1. THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION AND THE LOCAL ORDINANCES AND SPECIFICATIONS.
- 2. CULVERT INSTALLATION INCLUDING ALL REMOVALS AND REPLACEMENT SHALL BE STARTED AND COMPLETED IN DRY CONDITIONS. CONTRACTOR SHALL UTILIZE BEST MANAGEMENT PRACTICES IF REQUIRED AS OUTLINED IN WDNR TECH STANDARD 1061 "DEWATERING PRACTICES FOR SEDIMENT CONTROL." WDNR TECHNICAL STANDARD 1061 IS INCLUDED IN THE BID DOCUMENTS FOR THIS PROJECT. PLEASE NOTE THAT A DEWATERING BAG INSIDE AN HR FABRIC LINED SYSTEM IS THE PREFERRED METHOD AS OUTLINED IN THE TECHNICAL STANDARD.
- 3. SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY.
- 4. GRADING SHALL CONSIST OF STRIPPING TOPSOIL, REMOVAL OF EXISTING PAVEMENT, IMPORTING OR EXPORTING MATERIAL TO ACHIEVE AN ON-SITE EARTHWORK BALANCE. GRADING THE PROPOSED PAVEMENT AREAS. SCARIFYING AND FINAL COMPACTION OF THE PAVEMENT SUBGRADE, AND PLACEMENT OF TOPSOIL.

### D. EROSION CONTROL

- 1. ALL INSTALLATION AND MAINTENANCE OF EROSION CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE APPLICABLE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) TECHNICAL STANDARD.
- 2. ALL EROSION AND SEDIMENTATION CONTROL PRACTICES SHALL BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24 HOUR PERIOD. NEEDED REPAIRS WILL BE MADE IMMEDIATELY.
- 3. ALL DISTURBED GROUND SHALL BE RESTORED WITHIN 48 HOURS OF GROUND DISTURBING ACTIVITIES AND SHALL BE STABILIZED WITH EROSION MAT, TOPSOIL, SEED, AND MULCH IN ACCORDANCE WITH THE WDNR TECHNICAL STANDARDS 1059 AND 1058.
- 4. TEMPORARY SEED MIXTURE SHALL CONFORM TO 630.2.1.5.1.4 OF THE WISDOT STANDARD SPECIFICATIONS. USE WINTER WHEAT OR RYE FOR FALL PLANTINGS STARED AFTER SEPTEMBER 1.
- 5. DISTURBED AREAS THAT CANNOT BE STABILIZED WITH A DENSE GROWTH OF VEGETATION BY SEEDING AND MULCHING DUE TO TEMPERATURE OR TIMING OF CONSTRUCTION, SHALL BE STABILIZED BY APPLYING ANIONIC POLYACRYLAMIDE (PAM) IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1050.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED.
- 7. ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHOULD BE REMOVED BY STREET CLEANING, NOT FLUSHING, BEFORE THE END OF EACH WORKING DAY.
- 8. DUST CONTROL SHALL BE PROVIDED AS NECESSARY IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1068.
- 9. SEEDING SHALL BEGIN WITHIN 24 HOURS AFTER FINAL GRADING IS COMPLETED.
- 10. SEEDING SHALL CONFORM TO THE REQUIREMENTS OF SECTION 630 OF THE WISDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. A NO. 40 MIXTURE SHALL BE APPLIED AT AT A RATE OF 2 POUNDS PER 1000 S.F.



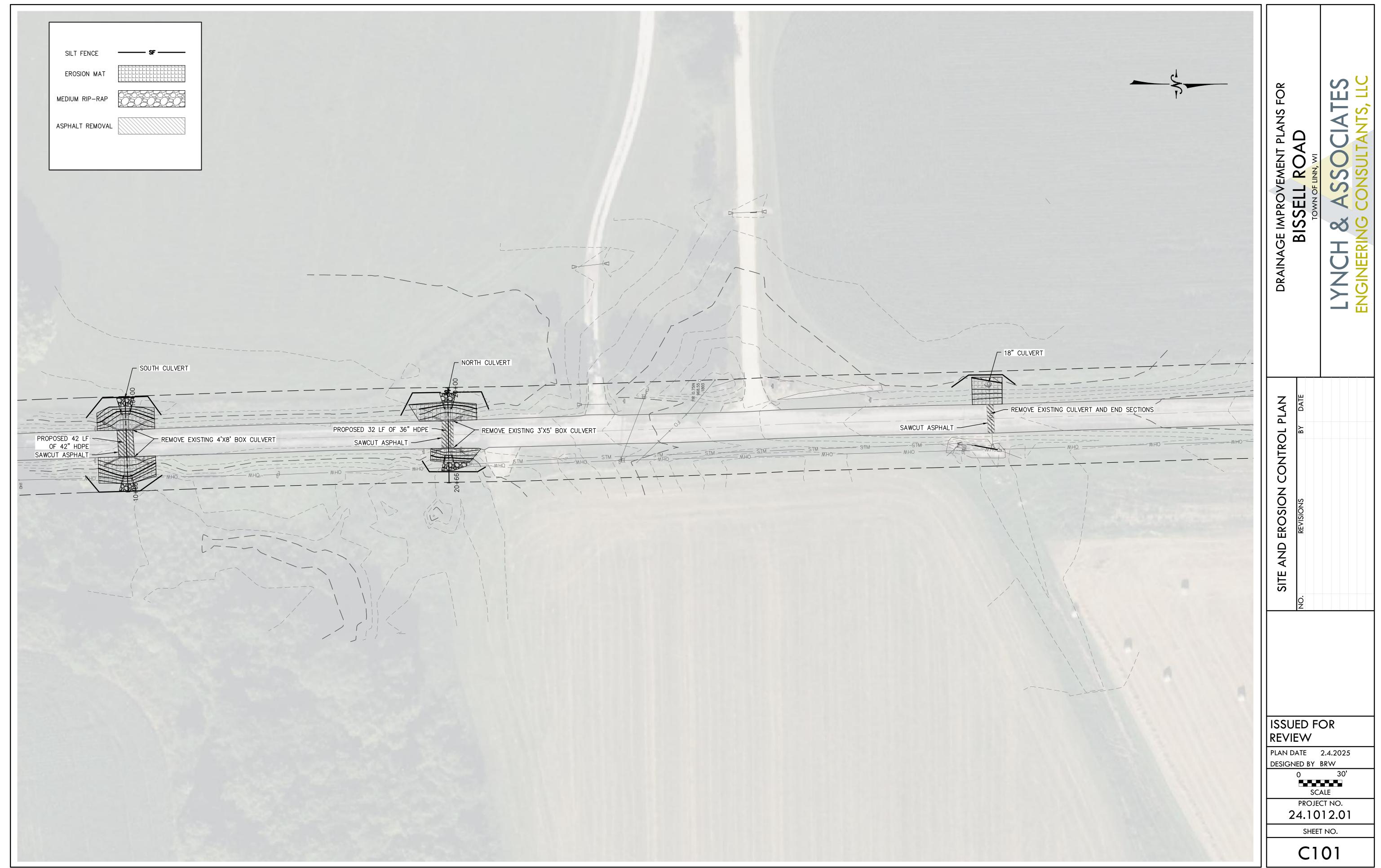
TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN CALL DIGGERS HOTLINE TOLL FREE 800-242-8511 (414-259-1181 MILWAUKEE METRO)

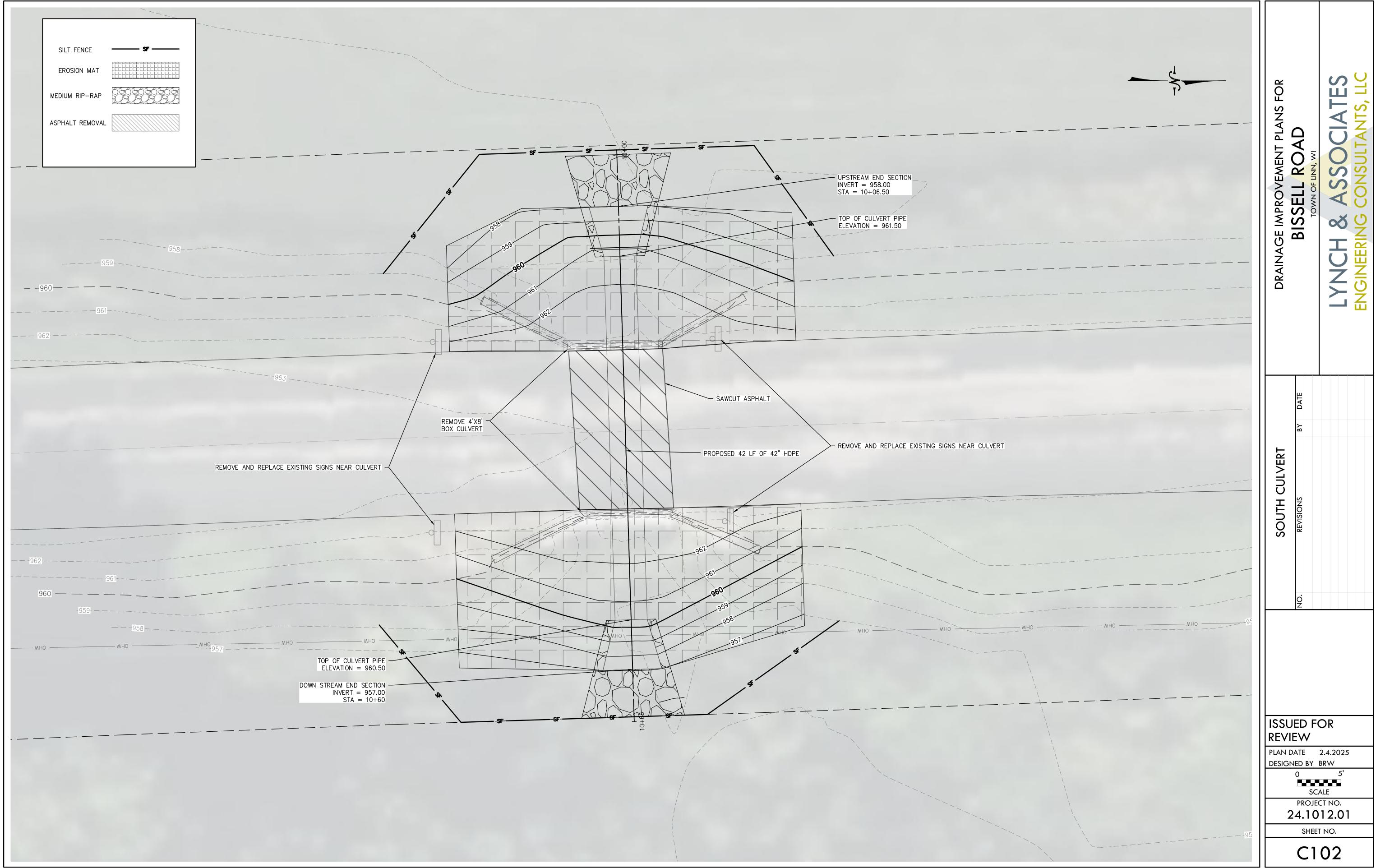
(TDD: 800-542-2289) www.diggershotline.com WIS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

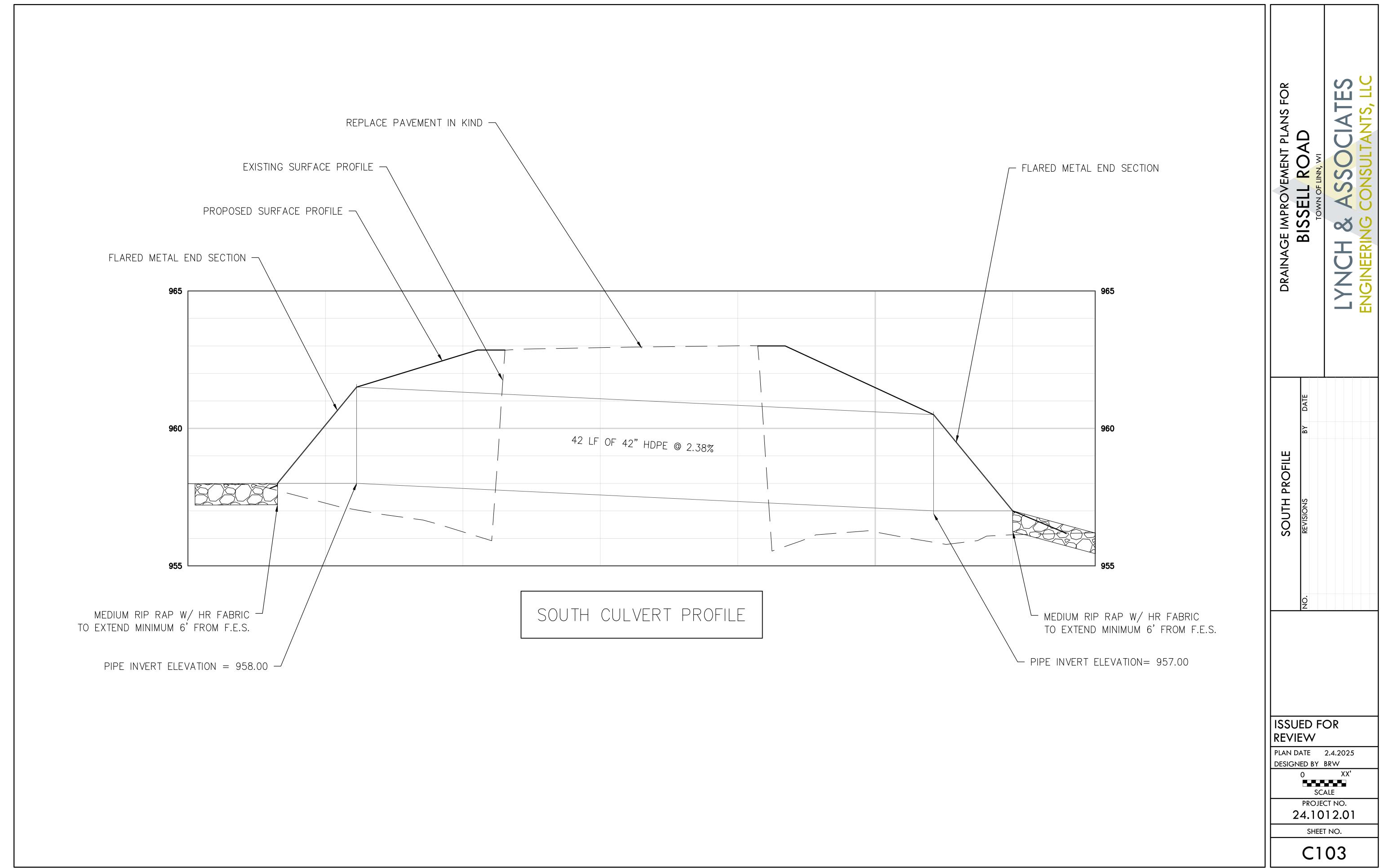
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•	BENCHMARK	•
×	CHISELED CROSS	·
	CONTROL POINT	
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0	FOUND 1" IRON PIPE	
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	TREE – GENERAL	
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·	WETLAND BOUNDARY	
<u>*</u>	WETLAND SYMBOL	
<b>•</b>	SOIL BORING	•
	TEST PIT	
	— ROAD CENTER LINE	
x	<ul><li>DITCH CENTER LINE</li><li>FENCE – BARBED WIRE</li></ul>	
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	RETAINING WALL	
•	BOLLARD	•
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	HANDICAP SYMBOL	<b>○</b>
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	STORM INLET - SQUARE	
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	INLET PROTECTION	X
	SILT FENCE	SF

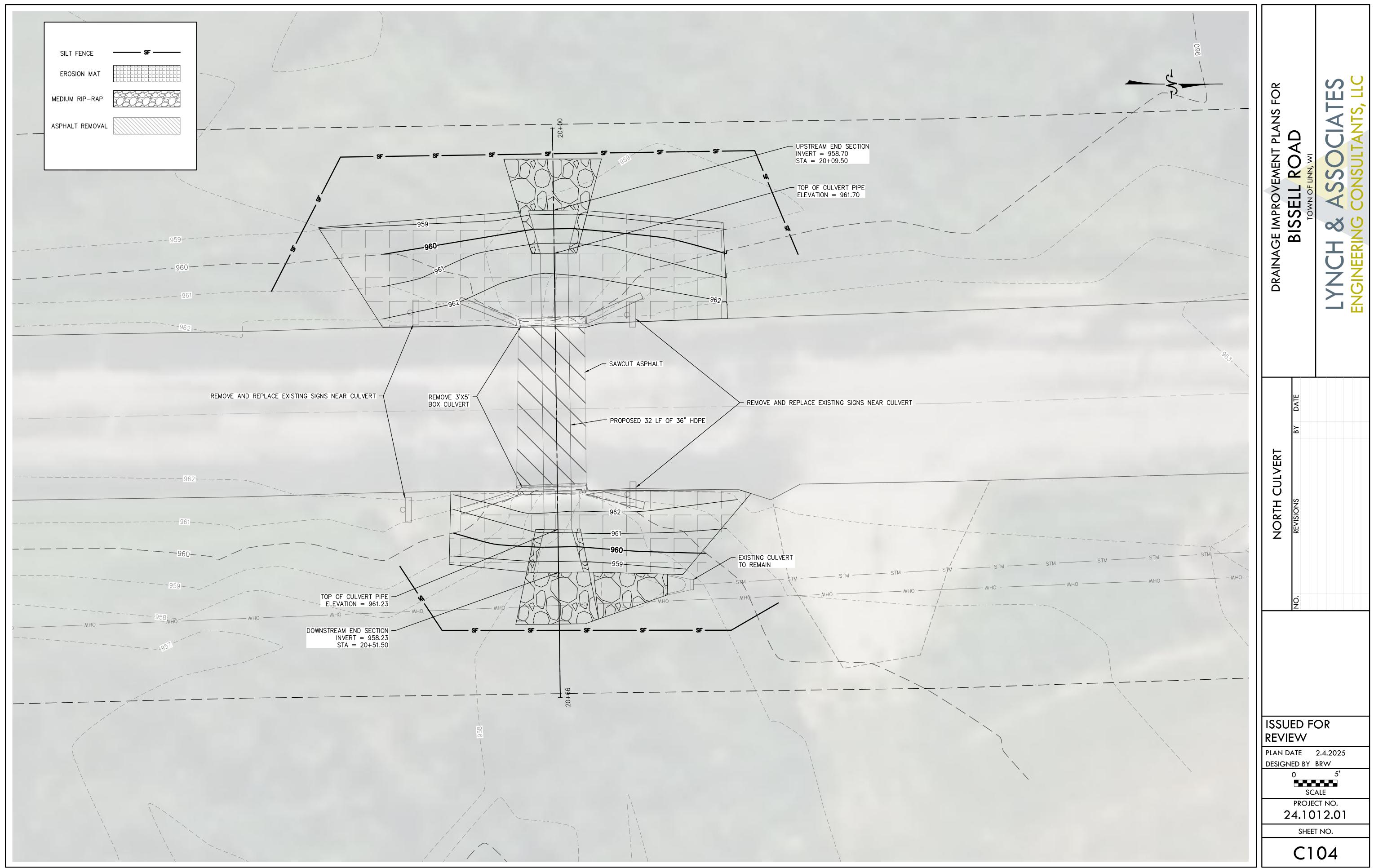
DRAINAGE IMPROVEMENT PLANS FOR	BISSELL ROAD TOWN OF LINN, WI	LYNCH & ASSOCIATES ENGINEERING CONSULTANTS, LLC			
NERAL NOTES AND SPECIFICATIONS	BY DATE				
	REVISIONS				
GEN	ÖZ				
ISSUED FOR					
PLAN D	PLAN DATE 2.4.2025 DESIGNED BY BRW				
	O NTS SCALE				
2	PROJECT NO. 24.1012.01				
	C002				
DATE: 3,	DATE: 3/19/2025 3:20 PM				

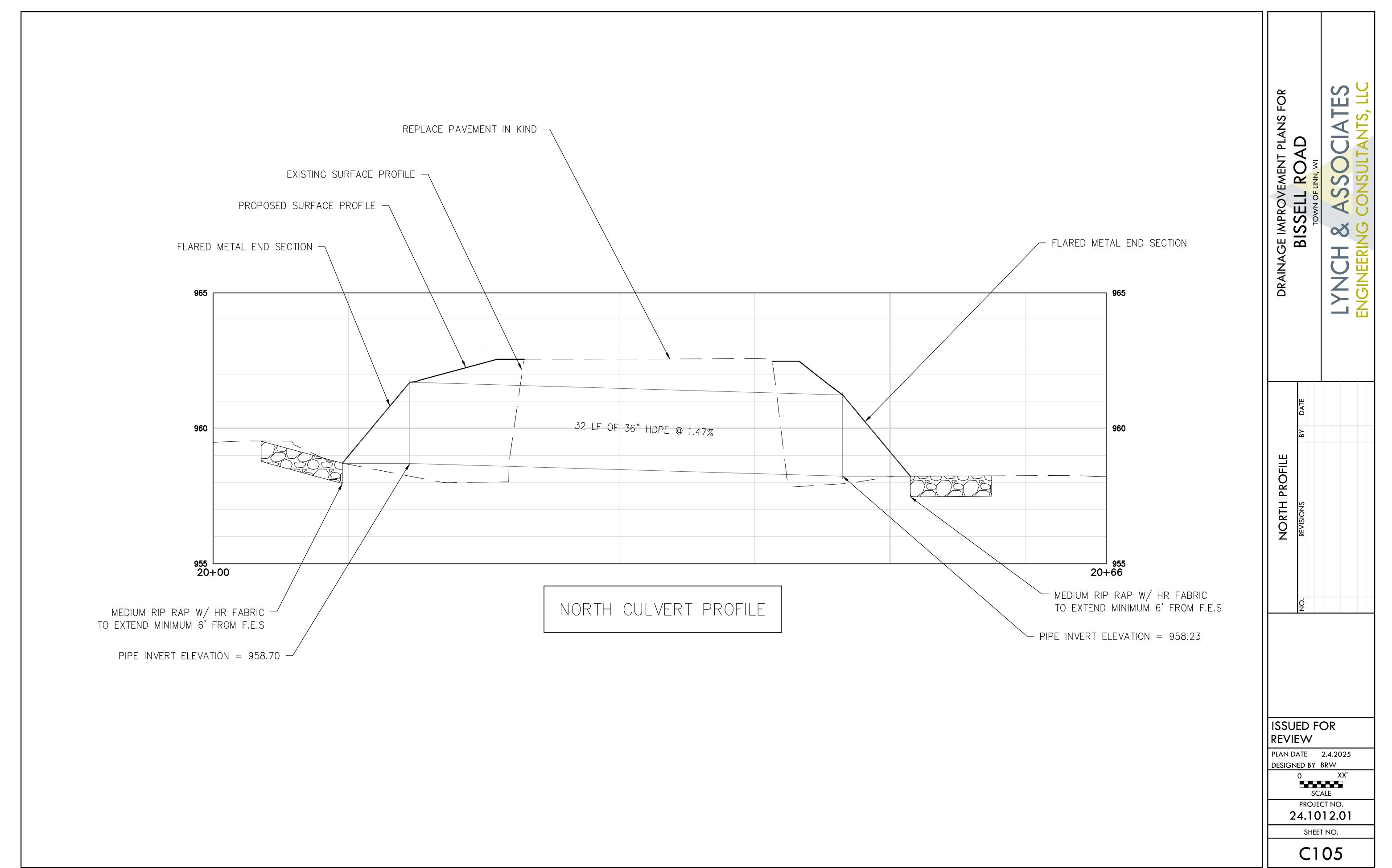


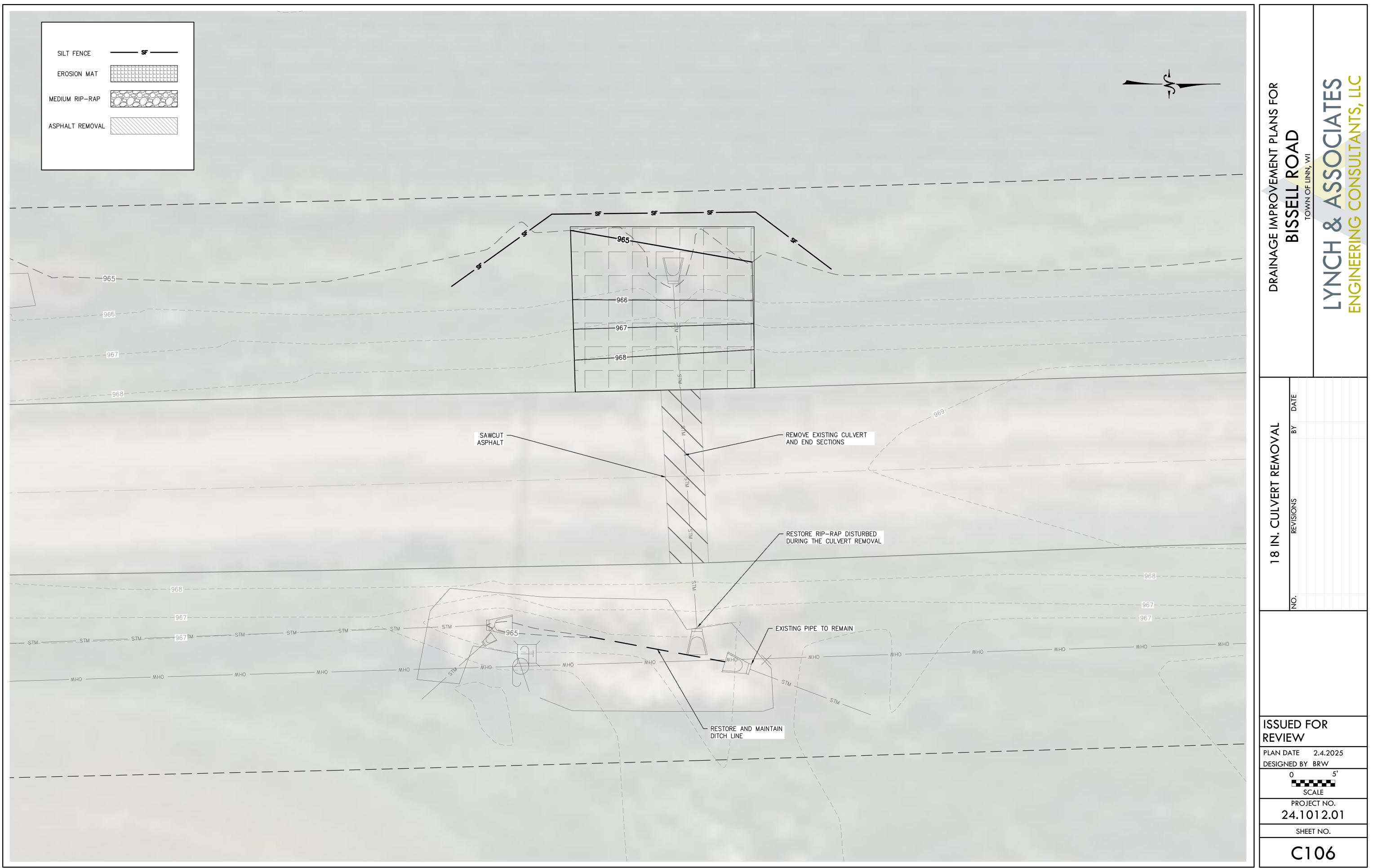


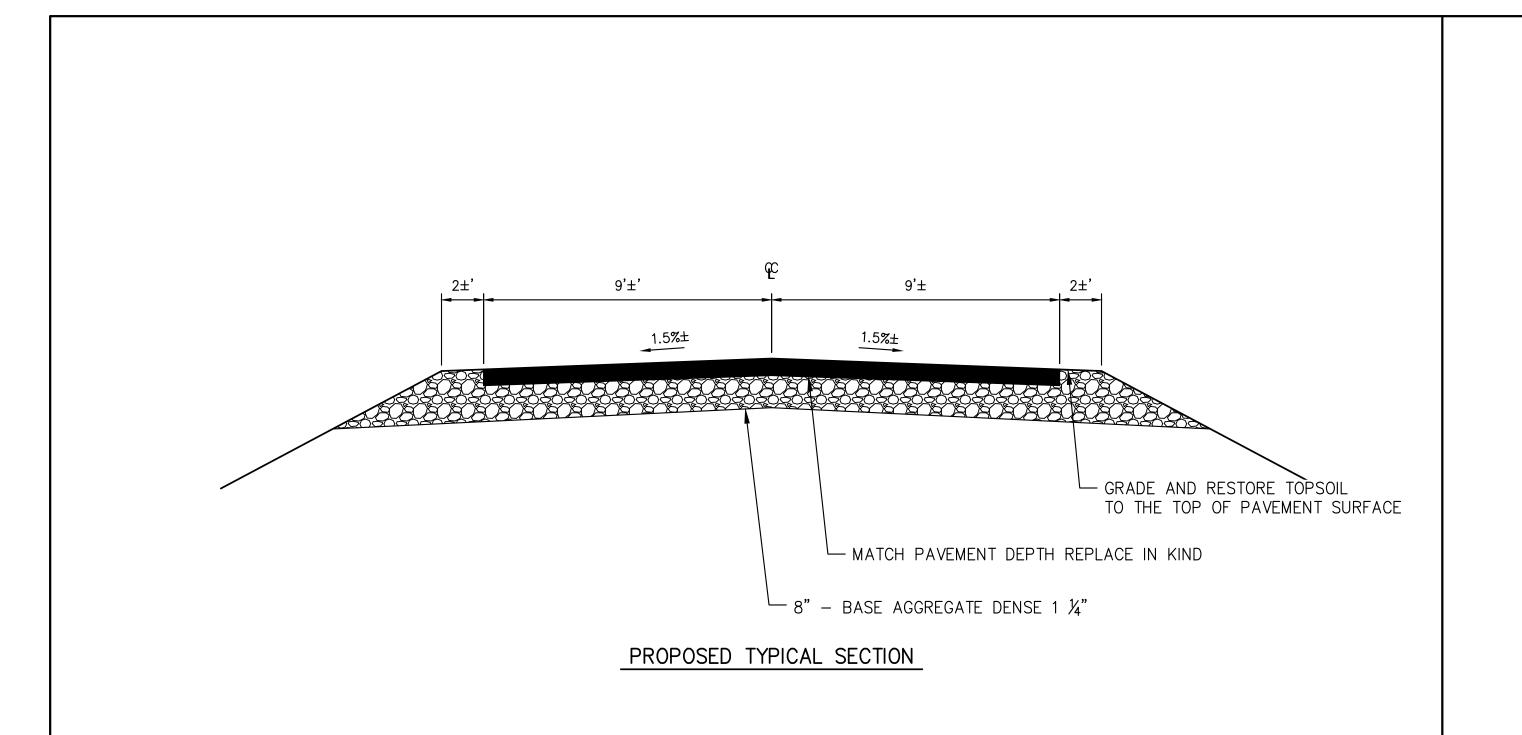


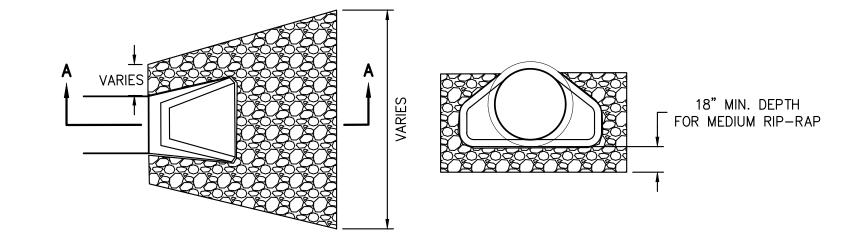


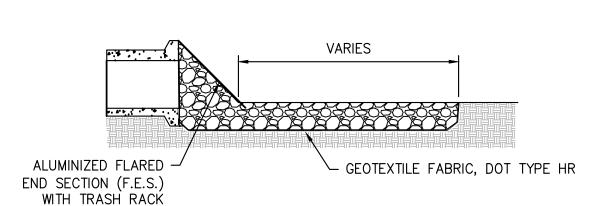












FRONT VIEW

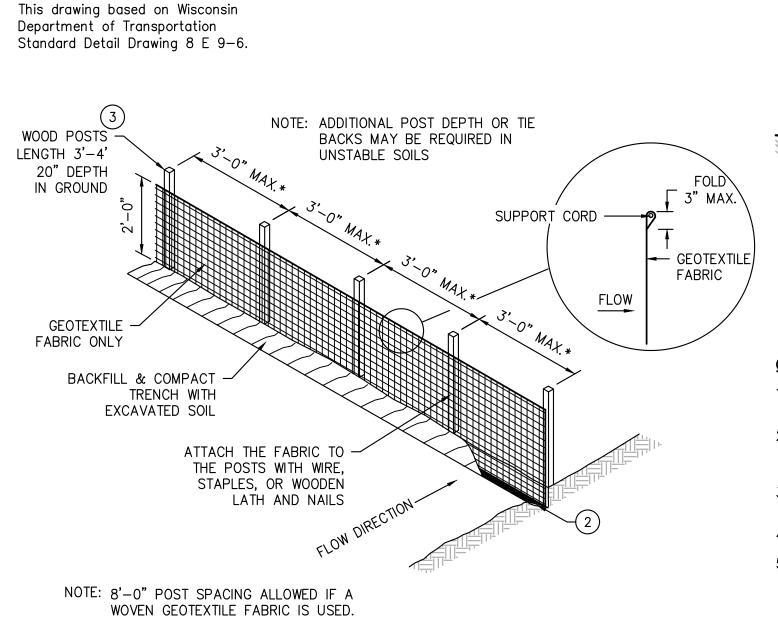
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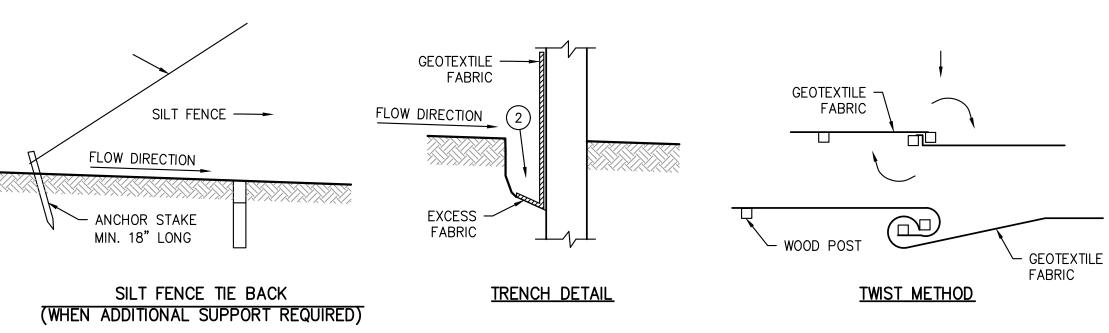
1. EXCAVATE TO ONE FOOT BELOW PIPE OUTLET AND WIDEN CHANNEL TO THE REQUIRED RIP—RAP THICKNESS FOR EACH APRON. FOUNDATION TO BE CUT TO ZERO GRADE AND SMOOTHED.

SECTION A-A

- 2. SEE DETAIL SHEET C502 FOR PROPER GEOTEXTILE FABRIC INSTALLATION.
- 3. EXERCISE CARE IN RIP-RAP PLACEMENT TO AVOID DAMAGE TO FILTER FABRIC.
- 4. PLACE RIP—RAP ON ZERO GRADE, TOP OF RIP—RAP TO BE LEVEL WITH PROPOSED OUTLET NO OVERFALL AT ENDS. FIRMLY PRESS EACH INDIVIDUAL PIECE TO ENSURE SMOOTH FLOWLINE. RIP—RAP AND FABRIC SHALL BE INSTALLED WITHIN 48 HOURS OF CULVERT INSTALLATION.
- 5. RIP-RAP SHALL BE MEDIUM RIP-RAP IN ACCORDANCE WITH SECTION 606 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 6. IMMEDIATELY AFTER CONSTRUCTION, STABILIZE ALL DISTURBED AREAS WITH VEGETATION.

### FLARED END SECTION AND RIP-RAP





### GENERAL NOTES:

- 1. HORIZONTAL BRACE REQUIRED WITH 2" x 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
- 2. TRENCH SHALL BE A MINIMUM OF 4" WIDE AND 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
- 3. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1-1/8"  $\times$  1-1/8" OF OAK OR HICKORY.
- 4. SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
- 5. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS:

  A) OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180° B) HOOK THE END OF EACH SILT FENCE LENGTH.
- 6. SILT FENCE SHALL BE INSTALLED USING CURRENT WISDOT STANDARDS AT THE TIME OF CONSTRUCTION.

GEOTEXTILE FABRIC

WOOD POST

1'-0" MIN.

2'-0" MIN.

HOOK METHOD

JOINING TWO LENGTHS OF SILT FENCE

SILT FENCE

FILENAME: p:\Shared\1 - projects\2024\24.1012 - town of linn\24.1012.01 - ge\bissel road culvert sizing\CAD\Sheets\24.1012.01 Bissell PD.dwg

PLOT DATE: 3/19/2025 3:21 PM

NO. REVISIONS BY DATE

**PLANS** 

BISSELL ROA

DRAINA

ISSUED FOR REVIEW

PLAN DATE 2.4.2025

DESIGNED BY BRW

O NTS

SCALE
PROJECT NO.

24.1012.01 SHEET NO.

C501