

**Town of Newton**  
**6532 Carstens Lake Road**  
**Manitowoc, WI 54220**

Dear Bidder,

Town of Newton, Manitowoc County is accepting Sealed Bids for “Norheim Road from Carstens Lake Road to County Road C” (envelopes marked as such) will be accepted and shall be opened and read aloud at the Newton Town Hall, Manitowoc County 6532 Carstens Lake Road, Manitowoc, WI 54220 at 5:00 AM/PM on Wednesday, May 15, 2024

**All sealed bids must contain 3 sets of completed paperwork for bid.** Bids must be received by Wednesday, May 15, 2024, at 5:00-AM/PM.

Work Must be completed by October 1, 2024.

The work shall consist of milling 2 inches and paving 2 inches of asphalt, with road work. Bid sheet included in this packet.

Town of Newton, Manitowoc County reserves the right to reject any and/or all bids and to accept any bid(s) that may be deemed most advantageous in the opinion of Town of Newton, Manitowoc County. Town of Newton, Manitowoc County reserves the right to waive any informalities or irregularities within the bidding documents which, in the opinion of the Town, shall serve in the Town’s best interest. No bid may be withdrawn for a period of thirty (30) days after the time and date set for the opening thereof, without the consent of the town.

All pre-bid questions, site visit requests and bidding documents shall be obtained by contacting, Denise Thomas, Town of Newton Chairperson at least 5 days prior to bid date via email at [crstop@lakefield.net](mailto:crstop@lakefield.net) or cell at 920-973-6961. Bidding information/documents available at [townofnewton.org](http://townofnewton.org) (make sure you have Manitowoc County, Town of Newton) under BIDS.

Sincerely,

Denise Thomas  
Town of Newton Chairperson



## **INSTRUCTIONS TO BIDDERS**

### **Qualifications of Bidder**

Before award of contract can be approved, the Owner shall be satisfied that bidder involved, (a) maintains a permanent place of business, (b) has adequate equipment and manpower available to do work properly and expeditiously, (c) has suitable financial status to meet obligations incident to the work, (d) has appropriate technical experience, (e) has satisfactorily completed contracts of similar nature and magnitude.

### **Conditions of the Work**

Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of the contract.

### **Withdrawal of Bids**

Proposals may be withdrawn on written request received from bidder prior to the time set for opening of bids. Withdrawn bids will be returned unopened. Negligence on the part of the bidder in preparing the proposal confers no right for withdrawal of the bid after it has been opened.

### **Contract**

The successful bidder will be required to enter into and execute three copies of the Contract.

### **Reservations**

The Owner reserves the right to reject any or all bids, or to waive any irregularities in any bid, or to accept any bid which will best serve the County's interest.

### **Sales Tax**

The Owner is a tax-exempt entity and therefore WI Act 126 (Senate Bill 227) provides a sales and use tax exemption for contractors buying materials which will be used in a project for a nonprofit or local government. The contractor should not include sales tax for materials purchased for this project in their bid.

### **Commencement and Completion**

The successful bidder must agree to commence work upon award of the contract and to be substantially completed by the date stated within.

### **Laws and Regulations**

The bidder's attention is directed to the fact that all applicable state laws and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

### **Permits and Fees**

The Contractor and his subcontractors are responsible to secure all necessary local permits required for the project and to pay the fees associated with such permits.

### **ADDITIONAL PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder, signing and submitting this proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

The bidder declares that it did not obtain any facts, data, or other information related to this proposal from the Owner that was not available to all bidders.

The bidder declares that they have carefully examined the site of, and the proposal, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder submits herewith a proposal guaranty in proper form and amount payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of Town of Newton, Manitowoc County of the work in the event the undersigned shall fail to execute the contract and contract bond in writing to do so; otherwise to be returned.

The bidder declares that they understand that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The awarded bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid and to accept such amounts in full payment of said work.

The bidder declares that all of the said work will be performed at their own proper cost and expense that they will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications.

The awarded bidder agrees to begin the work upon agreement of both parties and declares that they will execute the contract agreement and begin and complete the work within the time named herein.

The awarded bidder shall pay all claims as required by Section 779.14, Statutes of Wisconsin, and shall be subject to and discharge all liabilities for injuries pursuant to Chapter 102 of the Statutes of Wisconsin, and all acts amendatory thereto. They shall further be responsible for any damages to property or injury to persons occurring through their own negligence or that of their employees or agents, incident to the performance of work under this contract, pursuant to the WisDOT Standard Specifications for Highway and Structure Construction latest edition applicable to this contract.

## INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

During the term of the Contract, the Contractor shall, at the Contractor's own expense, purchase and maintain the following insurance in companies properly licensed and the satisfactory to the Owner. The limits of liability for the insurance required shall provide coverage for not less than the following amounts and shall provide greater coverage where required by law:

Successful bidder shall not commence work under this Contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the County, nor shall successful bidder allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

### Contractor's Liability Insurance

The insurance required shall be written to include the following coverages and for not less than the following minimum limits or greater if required by law:

### Worker's Compensation, Occupational Disease and Employer's Liability Insurance:

Statutory Limits (State)

Statutory Limits (Federal)

### Employer's Liability:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$100,000 each policy limit

### Commercial General Liability including as minimum coverages:

- (a) Premises-Operations Liability
- (b) Independent Contractor's Protective Liability
- (c) Products and completed Operations Liability
- (d) Broad Form Property Damage Endorsement
- (e) Blanket Contractual
- (f) Personal Injury, with Employment Exclusion Deleted
- (g) Special Requirements:

Property Damage Liability Insurance will provide "X, C and U" (Explosion, Collapse and Underground Hazard) coverage as applicable.

The term "caused by accident" if used in bodily injury coverage shall be replaced by the term "occurrence".

The term "caused by accident" if used in property damage coverage shall be replaced by the term "occurrence".

The owner and the Architect shall be named as "additional insureds" on the commercial general liability policy of the Contractor and/or Subcontractor of any tier.

### Limits of liability:

\$1,000,000	Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
\$1,000,000	General Aggregate

\$1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal and Advertising Injury

#### Automobile Liability Insurance

##### Special Requirement:

All owned, hired and non-owned vehicles including the loading or unloading thereof  
The term "cause by accident" if used in bodily injury coverage shall be replaced by the term  
"occurrence."

##### Limits of Liability

\$1,000,000 Each occurrence as respects Bodily Injury Liability or Property Damage  
Liability, or both combined.

#### Owner's and Architect's Protective Liability Insurance:

The Contractor shall furnish and maintain during the entire period of construction an Owner's  
Protective Liability Policy written in the name of the Owner and Architect with the following limits of  
liability.

##### Limits of Liability:

\$1,000,000 Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or  
both combined.  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal and Advertising Injury

#### Umbrella/Excess Liability Insurance:

##### Limits of Liability:

\$5,000,000 Each occurrence  
\$5,000,000 Aggregate

In addition to the insurance coverages set forth in the Contract Documents, the Contractor shall  
maintain an umbrella/excess liability policy with coverages for the same hazards as covered under the  
primary policies, including any special requirements.

Certificates of Insurance for the above coverages and the Owner's Protective Policy shall be  
submitted to the Owner prior to the start of the construction. If the "additional insureds" have other  
insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of  
the company's liability under this policy shall not be reduced by the existence of such other insurance.  
Contractor's certificates shall be in duplicate on standard ACORD forms.

The obligations of the Contractor under the provisions of this Article shall not extend to the liability  
of the Owner, Owner's agents or employees arising out of (1) the preparation or approval of maps,  
drawings, opinions, reports, surveys, change orders, designs, or specification, or (2) the giving of or

the failure to give directions or instructions by the Owner, Owner's agents or employees to the extent that such giving or failure to give is the cause of the injury or damage.

## Property Insurance

Add the following to Paragraph: "Property Insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make arrangements for any insurance Contractor may require on such construction equipment."

The Contractor before commencing the work may be required to furnish a Performance Bond and Labor and Material Payment Bond. If required, the Performance Bond shall be in an amount equal to 100% of full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on AIA Document A-312, shall be issued by surety satisfactory to the Owner and shall name the Owner as a primary co-obligee.

If the Performance Bond and Labor and a Material Payment Bond is required by the Owner, the Contract Sum as will be increased to include costs for such bond.

All insurance coverages shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out or relating to the Work. The Premium cost and charges for such insurance shall be paid by each Subcontractor.

The limits of liability as stated, may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.



## MISCELLANEOUS PROVISIONS

### Governing Law

The Contractor shall comply with the Federal, State and Local codes and ordinances, rules and regulations where they apply to the execution of the Work. If the Contractor observes that requirements in the Request for Bids are at variance with the said codes and ordinances, Contractor shall promptly notify Owner in writing. The Contractor's failure to provide such notifications and subsequent performance of any work known to be contrary to such codes and ordinances shall cause Contractor to bear all costs arising therefrom.

No policy may be cancelled or changed in limits, extent of coverage or expire prior to final acceptance by Owner without fifteen (15) days prior notice to Town of Newton, Manitowoc County. The Contractor agrees to hold Owner harmless from damage claims that are not covered by insurance and arise from the Contractor's performance.

Prior to beginning any work, successful bidder shall furnish the County with a Certificate of Insurance, counter signed by a Wisconsin Resident Agent or Authorized Representative indicating that successful bidder meets the insurance requirements indicated above. The Certificate of insurance shall include a provision prohibiting cancellation of said policies except upon thirty (30) days prior written notice to the Town and specify the name of the contract of project covered. A copy of the Certificate of Insurance shall be delivered to Town of Newton, Manitowoc County fifteen (15) days prior to execution of this agreement for final approval. Upon renewal of the required insurance and annually thereafter, the Town shall receive a new Certificate of Insurance for three (3) years after completion of the project. The Certificate shall describe the Contract by name and/or identification in the "Description of Operations" section of the form.

**LIST OF SUBCONTRACTORS**

Section 66.0901(7), Wisconsin Statutes, provides that as a part of the proposal, the bidder also shall submit a list of the subcontractors the bidder proposes to contract with. The list may not be added to or altered without the written consent of the Town of Newton, Manitowoc County. A proposal of a bidder is not invalid if any subcontractor and the class of work to be performed by the subcontractor has been omitted from a proposal; the omission shall be considered inadvertent or the bidder will perform the work personally.

**Name of Subcontractor**

**Class of Work**

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**AFFIDAVIT OF BIDDER**

Pursuant to Section 66.29 (7), Wisconsin Statutes \_\_\_\_\_  
being duly sworn, deposes and says:

That \_\_\_\_\_, the duly authorized representative of

\_\_\_\_\_  
(Name of person, firm or corporation submitting Bid)

Bidder for doing the work or labor or the furnishing of material under the proposal of which this affidavit is a part, and

That the said Bidder has examined and carefully prepared his Bid form, the Plans and Specifications, and has checked the same in detail before submitting said Proposal or Bid.

\_\_\_\_\_  
(Signed by Bidder or his authorized representative)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

# BID BOND

(Only if required for project)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto \_\_\_\_\_ as  
County 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  
\_\_\_\_\_ a certain BID, attached hereto and hereby  
made a part thereof to enter into a contract in writing for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW THEREFORE,**

- (a) If said BID shall be rejected, or
- (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 a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in 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 COUNTY 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/year set forth above.

\_\_\_\_\_  
Principal

(L.S.)  
Surety

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_