



BID PROPOSAL – 2021-02
(Town of Calumet Ditching Segments
(Bid #02)

Bid Deadline:

All bids and accompanying documents
must be received by **8:30 P.M. CDT** on

Thursday, May 27, 2021 at: 8:30 pm

Town of Calumet Town Hall
W2104 County Highway HH
Malone, WI 53049

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NOTICE TO BIDDERS

Bids will be received until 6:00 p.m. central daylight time May 26, 2021. Bids to be opened on May 26, 2021 at 6:00 P.M. CST during the town board special meeting at the Calumet Town Hall, located at the corner of Town Hall Road and County Highway HH, Malone, WI 53049.

Contact Don Breth or Jodie Goebel regarding Bid Proposals or bidding information:

Don Breth, Chairperson – (847) 867-6306

Jodie Goebel, Clerk - (920) 795-4040

Mailing Address: PO Box 92, Malone, WI 53049

Bids must be submitted on the bidding documents provided by the Town of Calumet with the exception that a computer-generated schedule of prices may be attached to the Bid if it reasonably conforms to the Bid format provided herein.

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GENERAL TERMS, CONDITIONS, & INSTRUCTIONS

I. Owner

The **Town of Calumet** (Owner) is the issuer of this Bid. The Owner reserves the right to accept or reject any Proposal from a non-responsible bidder in accordance with Wis. Stat. §§ 66.0901(1m)(a)2, (2). The Owner also reserves the right to waive any technicality in a Proposal and/or request clarification as to a Proposal. Owner reserves the right to decline any or all projects within this bid packet for any reason. Bidders must supply a full bid for all asphalt paving segments, all roadside ditching segments and all culverts required in the 2021 Road Rehabilitation Project.

II. Contract Documents

The Term "CONTRACT DOCUMENTS" includes the following:

- A. General Specifications
- B. Bid Specifications
- C. Bid Schedule
- D. Notice of Award
- E. Agreement
- F. Change Order

III. Bidder Instructions

All bidders shall bid on the forms provided by the Owner and in accordance with the following instructions:

1. Complete Bid. Bidders must submit an **original and one copy** of all of the following materials to the Town of Calumet Town Hall, W2104 County Highway HH, Malone, WI 53049 (receipt of a bid by US mail does not constitute receipt by the Town of Calumet):
 - i. Completed Bid Schedule
 - ii. Proof of Responsibility (and all accompanying documents)
 - iii. Bid Certification
 - iv. Bid Security
 - v. List of Proposed Subcontractors and Suppliers
2. Signed Bid. All blanks on the Bid Schedule, Proposal, Proof of Responsibility, and Bid Certification should be completed and signed in ink. Any erasures or alterations shall be initialed in ink by the person signing the Proposal. For corporations, the bid shall be signed by the president or vice president or other corporate officer, accompanied by evidence of authority to sign. For partnerships, the bid shall be signed by a partner, accompanied by evidence of authority to sign.

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3. Sealed Bid. All bids are to be packaged in a sealed envelope **(include 6 copies)** and show the following information on the **outside of the envelope**:
 - i. Bidder's Name and Address
 - ii. Bid Proposal Title
 - iii. Bid Number
 - iv. Bid Due Date
4. Disqualified Bid. The Owner reserves the right to disqualify a bid if it does not comply with these instructions.

IV. Bid Opening

Bids will be opened at the time and place indicated in the Notice to Bidders and, unless obviously non-responsive, read aloud publicly.

V. Specifications

The specifications in this request are the minimum acceptable. When alternate specifications are bid/proposed, they must be identified in detail. In the absence of such identification, the Proposal will be deemed in strict compliance with any specifications, terms, and conditions set forth in this Proposal.

VI. Corrections of Errors in Bids

Pursuant to Wis. Stat. § 66.0901(5): If a person submits a bid or Proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the readvertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

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VII. Agreement and Execution:

Upon determination of a successful Bid, the successful bidder (i.e., Contractor) and Owner will execute an agreement that substantially complies with the Agreement found in the Exhibits to this Bid Packet. A copy of the Agreement will be on file with the Town of Calumet. The Contractor shall execute and perform this Agreement pursuant to its terms and to the satisfaction of the Owner.

VIII. Insurance

The Contractor (i.e., successful bidder) must furnish (within 10 days of Award) a Certificate of Insurance indicating the Contractor has purchased and maintains insurance with limits of liability and coverage not less than the following:

A. Workers' Compensation (statutory limits)

\$100,000 each accident
\$500,000 disease policy limit
\$100,000 disease each employee

* Please indicate on Certificate of Insurance if the owner(s), sole proprietor, member(s), and/or executive officer(s) are included under Workers' Compensation coverage.

B. Comprehensive Automobile Liability

\$1,000,000 combined single limit

* Coverage to apply to all owned, hired, and non-owned vehicles.

C. Comprehensive General Liability (including contractual)

\$1,000,000 each occurrence
\$2,000,000 aggregate

* Indicate on Certificate of Insurance if aggregate is a per job aggregate.

D. Excess/Umbrella Liability

\$1,000,000 Per Occurrence
\$2,000,000 Aggregate

* Includes any excess over employers' liability, automobile liability, and general liability.

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IX. Bid Security

The Contractor must submit a 5% bid security along with each bid packet. The Contractor may submit this via certified check payable to the Town of Calumet or via a satisfactory bid bond. If the bid is accepted, the bid security guarantees that the bidder will execute the Agreement. If the bid is not accepted, the bid security will be released to the bidder.

X. Bidder's Proof of Responsibility

Along with a submitted Proposal, the Owner requests that all bidders submit a sworn statement demonstrating proof of responsibility. The statement shall include information pertaining to financial ability, equipment, and experience in the work. In addition, the Owner requests that all bidders provide references.

XI. Warranty

Contractor will provide a minimum a one (1) year warranty from the date of the **Approved Completed Work**.

XII. Generals

No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

XIII. Completion

All work is to be completed prior to August 31, **2021**.

Preference will be given to Bidders who specify holding prices or price components from _March 15, 2021_through December 31, 2021.

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PROJECT SPECIFICATIONS

I. Performance Specifications

A. Prosecution and Progress

Culvert installation will follow Fond du Lac County specifications, including compacting gravel at specified intervals based upon cover depth.

Culvert installation shall precede any paving activity in each road segment where a culvert has been identified for replacement.

Granular backfill (gravel) REQUIRED.

All items of work will be paid for at the bid unit price multiplied by actual quantities installed.

Fourteen (14) calendar days prior to beginning construction, the Contractor shall submit to the Owner a schedule of operations showing phases of construction and time frames for completing the work.

Upon receipt of the signed contract, the Contractor shall submit to the Owner a list of all subcontractors intended to be utilized under this contract.

All road work shall be completed by August 31, **2021**.

B. Milled Butt Joints

Milling will be incidental to all paving.

C. Manhole Adjustments

Manholes within the project limits are to be adjusted with riser rings to match new pavement elevation.

II. Materials Specifications

A. Asphalt Concrete

1. Production

The Contractor shall provide adequate trucks and paving train equipment to assure a continuous paving operation and avoid frequent delays.

After the asphaltic concrete paving has started, the Contractor shall proceed to complete the project at the earliest possible date. If the Contractor should determine it

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necessary to stop the paving operation, the Contractor shall make a request to the Owner for permission to stop work.

Asphalt concrete construction shall conform to WisDOT Standard Specification Section 460.3.2. No density testing or mix testing is required; however, a mix design is to be submitted (see below).

460.3.2 Thickness

(1) Provide the plan thickness for lower and upper layers limited as follows:

NOMINAL SIZE	MINIMUM LAYER THICKNESS (in inches)	MAX LOWER LAYER THICKNESS (in inches)	MAX UPPER LAYER THICKNESS (in inches)	MAX SINGLE LAYER THICKNESS ^[3] (in inches)
No. 1 (37.5 mm)	4.5	6	4.5	6
No. 2 (25.0 mm)	3.0	5	4	6
No. 3 (19.0 mm)	2.25	4	3	5
No. 4 (12.5 mm) ^[1] ^[4]	1.75	3 ^[2]	2.5	4
No. 5 (9.5 mm) ^[1] ^[4]	1.25	3 ^[2]	2	3

Tack is incidental to surface course. Tack coat will be at the rate of 0.025 gal./s.y.

2. Asphaltic Concrete Basis of Payment When by the Ton

An asphaltic pavement mixture of the type or types included in the contract shall be measured by the ton of mixed aggregates and bituminous material laid and compacted in place. The price shall be full compensation for producing, furnishing, and placing all materials including asphalt cement, and for all labor, tools, equipment, testing and incidentals necessary to complete the work.

Payment will be made only for supplied material accompanied by a ticket containing the following information:

- a. Ticket number, date and time
- b. Type of material
- c. Net weight

Copies of the tickets shall be given to the Owner. Load tickets must be from a certified scale.

B. Crushed Aggregate Base Course or Shoulders

1. Shoulders are to be comprised of crushed limestone.
2. Crushed aggregate base course shall be in conformance with Section 304 of WisDOT Standard Specifications, 1996 Edition.
3. Basis of payment shall be the contract unit price per Ton for crushed aggregate base course.
4. All base course must have weight tickets from a certified scale.

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BID SCHEDULE

Ditching to be performed by Excavator with GPS integral to the machine for proper elevations, drainage and “as built” files for Town of Calumet future ditching operations.

All ditching activity adjacent to Kiel Road roadway segments paved in 2020 are to be conducted with a rubber-tire excavator to avoid roadway surface damage.

All ditch spoils to be distributed to either adjacent fields or other locations to be specified within the Town of Calumet thereby reducing outbound trucking costs to contractor and to Town of Calumet taxpayers.

Bid A: Kiel Road – 75 feet East and 100 feet West of W2390 (Dave Nett) driveway – reshape Ditch

Item No.	Description	Unit	Quantity	Unit Price	Total Price
1.	Mobilization	LS	1	_____	_____
2.	Price per foot		__175__	_____	_____
	Total Bid A, Items 1-2, shall be:		—	Dollars: \$	_____

Bid B: Kiel Road – 1st 900 feet East of St Paul Road on south side – reshape Ditch

3.	Mobilization	LS	1	_____	_____
4.	Price per foot		__900__	_____	_____
	Total Bid B, Items 3-4, shall be:			Dollars: \$	_____

Bid C: Kiel Road – 900 feet East of W2674 driveway on South side – reshape Ditch

Item No.	Description	Unit	Quantity	Unit Price	Total Price
5.	Mobilization	LS	1	_____	_____
6.	Price per foot		__900__	_____	_____
	Total Bid C, Items 5-6, shall be:		—	Dollars: \$	_____

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Bid D: Kiel Road – 900 feet West of W2674 driveway to W2742 Kiel Road – reshape Ditch

Item No.	Description	Unit	Quantity	Unit Price	Total Price
7.	Mobilization	LS	1	_____	_____
8.	Price per foot		<u> 900 </u>	_____	_____

Total Bid D, Items 7-8, shall be: Dollars: \$ _____

Bid E: Kiel Road – 200 feet East of “Stop Sign Ahead” to culvert #42 Southside of road – reshape Ditch

Item No.	Description	Unit	Quantity	Unit Price	Total Price
9.	Mobilization	LS	1	_____	_____
10.	Price per foot		<u> 200 </u>	_____	_____

Total Bid E, Items 9-10, shall be: Dollars: \$ _____

Bid F: St Paul Road – 1st 500 feet North of Kiel Road on East side – reshape Ditch

Item No.	Description	Unit	Quantity	Unit Price	Total Price
11.	Mobilization	LS	1	_____	_____
12.	Price per foot		<u> 500 </u>	_____	_____

Total Bid F, Items 11-12, shall be: Dollars: \$ _____

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Bid G: Town Hall Road – At N10291 (Lisowe) driveway for 200 feet South – reshape Ditch

Item No.	Description	Unit	Quantity	Unit Price	Total Price
13. Mobilization		LS	1	_____	_____
14. Price per foot			<u> 200 </u>	_____	_____

Total Bid G, Items 13-14, shall be: Dollars: \$

Bid H: Calmar Road – At W2180 windmill driveway for 150 feet East – reshape Ditch

Item No.	Description	Unit	Quantity	Unit Price	Total Price
15. Mobilization		LS	1	_____	_____
16. Price per foot		___	<u> 150 </u>	_____	_____

Total Bid H, Items 15-16, shall be: Dollars: \$

Total for Bids A through H: Dollars: \$

Final Total: All Bids listed herein Dollars: \$

Contractor: _____

Signature: _____ Date: _____

Owner: Town of Calumet

Signature: _____ Date: _____

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PROOF OF RESPONSIBILITY

Pursuant to Wis. Stat. § 66.0901(2), the undersigned bidder submits this statement of responsibility, as required in order to have the Proposal considered by the Owner.

COMPANY NAME:

ADDRESS:

PHONE:

Please answer the following Questions:

1. The above-entitled company is a Corporation _____ Sole Owner _____ Partnership _____
2. If incorporated, please list the state and date of incorporation: _____
3. Years engaged in contracting business under present firm name: _____
4. What is your performance bond limitation? _____
5. What bonding company usually furnishes your performance bond?

6. Have you ever been denied a bond? No _____ Yes _____ If yes, please attach explanation:
7. Equipment. Attach a list of equipment owned by you.
8. Are any of your assets assigned? No _____ Yes _____ If yes, what are assigned?

9. Completed contracts. Attach a list of contracts which have been awarded to you in the last three (3) years. List shall include Name, Owner, Amount.
10. Current contracts. Attach a list of current contracts, including a schedule as to estimated completion date and gross amount of each contract.
11. Have you ever defaulted on a contract? No _____ Yes _____ If yes, explain:

12. References. Attach a list of references. List shall include Company Name, Address, Contact Person, Telephone Number, and information pertaining to the product(s) and/or service(s) provided. Please note any subcontractor arrangement pertaining to the product(s) and/or service(s) provided.

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BID CERTIFICATION

I HEREBY CERTIFY that all statements herein are made on behalf of _____
(Name of firm submitting bid) to the Town of Calumet, State of Wisconsin.

I FURTHER CERTIFY that I have examined and carefully prepared this Proposal from the Contract Documents, have checked the same in detail before submitting this Proposal, have full authority to make such statements and submit this Proposal on (its/their) behalf, and that said statements are true and correct.

I FURTHER CERTIFY that in submitting this Proposal, the bidder agrees to execute an agreement with the Owner that substantially complies with the Agreement found in the Exhibits to the Bid Proposal packet.

I FURTHER CERTIFY that no agreement has been entered into to prevent competition for said work and that I have carefully examined the site where the work is to take place, Specifications, form of contract, Bonds and all Contract Documents.

I FURTHER CERTIFY that data sheets and descriptive literature attached hereto are true and correct and are intended to be made part of this Proposal.

Signature

Title

Sworn and subscribed before me

This _____ day of _____, 202__.

(SEAL)

Notary Public _____

My commission expires _____

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EXHIBIT A

NOTICE OF AWARD

To:

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____, 202_, and information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of
\$ _____

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Certificate of Insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return one signed original bid packet.

Dated: _____

Owner

By _____

Title _____

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EXHIBIT B

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: Town of Calumet.

This ____ day of _____, 20__.

By _____
Title: Town Chairperson

EXHIBIT C

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 202_ by and between the Town of Calumet ("OWNER") AND _____, doing business as an Individual or a Partnership or a Corporation hereinafter called "CONTRACTOR."

That for and in consideration of the payments and agreements hereinafter mentioned, the parties agree to the following:

I. GENERAL AGREEMENTS

1. The CONTRACTOR will commence and complete the work described in the Bid Schedule listed below.
2. The CONTRACTOR will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will complete the work required by the CONTRACT DOCUMENTS prior to _____, 202_ unless otherwise extended by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum indicated in the **BID SCHEDULE** attached as Exhibit ____.
5. The OWNER will pay the CONTRACTOR as work progresses in the manner and at such times as set forth in the CONTRACT DOCUMENTS. The Contractor shall receive payment in full within 30 days of **Approved Completed Work**. The OWNER will retain 5% of the total project cost until final project acceptance.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, successors, and assigns. IN WITNESS WHEREOF, the parties hereto executed or caused to be executed by their duly authorized officials, this Agreement in 2 (two), each of which shall be deemed an original on the date first above written.

II. SPECIFICATIONS

1. The quantities identified in the Bid Schedule are based on estimated needs. The OWNER reserves the right to increase or decrease these quantities.
2. Unless otherwise indicated, the quality of all materials should be new and free from defects. Any deviation in quality may only be permitted via written approval from the OWNER.
3. Failure of the CONTRACTOR to adhere to agreed-upon schedules or materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

III. SAFETY and COMPLIANCE

1. The CONTRACTOR shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
2. All materials, equipment, and supplies must comply with all safety requirements set forth by OSHA and the Wisconsin Administrative Code.
3. The CONTRACTOR will be responsible for all traffic control, including furnishing and maintaining all signs, flags, flag-persons, barricades and lights, where required, in order to protect the safety of the traveling public. Such traffic controls should be in accordance with the **FEDERAL HIGHWAY ADMINISTRATION AND WISCONSIN DEPARTMENT OF TRANSPORTATION Manual on Uniform Traffic Control Devices**, 1988 edition and its supplements. All work will be done under traffic unless otherwise directed by the OWNER.

IV. MISCELLANEOUS

1. The CONTRACTOR hereby agrees to protect, indemnify, hold harmless and defend the OWNER and its officers, employees, and agents from any and all damages, claims, suits, actions, demands, judgments, losses, costs and expenses, including attorney's fees, resulting from any act or omission of the CONTRACTOR, arising out of the performance or nonperformance of OWNER's obligations under this agreement.
2. The OWNER reserves the right to cancel any agreement in whole or in part without penalty due to the failure of the CONTRACTOR in complying with the terms, conditions, and specifications set forth in this agreement.
3. The OWNER is bound by Wisconsin's Public Records Law. As such, proposals and agreements are subject to and conditioned on the provisions of the law. The CONTRACTOR acknowledges that it is obligated to assist the OWNER in retaining and producing records that may be requested pursuant to Wisconsin Public Records Law, and failure to retain or produce such records shall constitute a material breach.
4. No alterations, amendments, changes, or additions shall be binding upon these two parties unless reduced to writing and signed by each party hereto.
5. This Agreement is governed by and construed in accordance with Wisconsin Law.
6. The parties agree that jurisdiction over any action arising out of or relating to this agreement must be brought in a court of competent jurisdiction located in Wisconsin.
7. Should any term or provision of this agreement to any extent be deemed invalid or unenforceable, the remaining terms and provisions of this agreement shall remain valid and enforceable to the fullest extent permitted by law.
8. Neither party shall be in default by reason of any failure in performance of the Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, acts of nature, acts of the government, or acts of outside parties. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the CONTRACTOR.

OWNER: Town of Calumet

By _____
(Town Chairperson)

Name (Print) _____

Attest:

By _____
(Town Clerk)

Name (Print) _____

CONTRACTOR:

By _____

Title _____

Name (Print) _____

EXHIBIT D

CHANGE ORDER

CHANGE ORDER Number:_____

Date:_____Agreement Date: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR:_____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: _____

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE : \$ _____

New CONTRACT PRICE \$ _____

Change to CONTRACT TIME:

The date for completion of all work will be _____(Date).

Approvals Required:

Requested by: _____

Recommended by:_____

Ordered by: _____

Accepted by: _____