

I. INSTRUCTION TO BIDDERS

Bids will be received by the Town Clerk, Town of St. Croix Falls, Wisconsin, in accordance with the "Invitation for Bids."

Each bid must contain the full name of every person or company interested in the same. **Bidders are required to use the printed bid forms that are included in this bid packet.** Bidders shall also state in their bid the maximum number of calendar days after award of contract for delivery. Bids shall be submitted in sealed envelopes addressed to the "Town Clerk, Town Hall, 1305 200th Street, St. Croix Falls, Wisconsin" and shall be plainly marked on the outside thereof, "Road Work Bids" and shall bear the name of the bidder.

Bids shall be submitted prior to the time fixed in the "Invitation for Bids." Bids received after the time so indicated shall be returned unopened. Bids may not be withdrawn at any time. At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

The Town of St. Croix Falls reserves the right to waive any informality in bids at its discretion and reserves the right to reject any and all bids. Unless otherwise provided in the contract documents, the naming of a certain brand, make, or manufacturer or article, devices, material, product, fixture, form or type of construction by name, make or catalog number, shall convey the general style, type, character, and standard of quality of the article desired and shall not be construed as limiting competition. Any Bidder in such cases, may, with Town approval, use any article, device, product, material, fixture, form or type of construction that in the judgment of the Town is equal to that specified considering quality, workmanship, economy of operation, suitability for the purpose intended, and acceptability for use on the project. Approval by the owner prior to bid opening will be in the form of an Addendum to the Specifications issued to all prospective bidders indicating that the additional makes or brands are equivalent to those specified.

A contract shall be awarded to the best bidder as soon as practicable after opening of bids, subject to the reservations of the preceding.

Where quantities are specified the quantities listed are approximate only and represent the current estimate made by the Town. The Town specifically reserves the right to increase or to diminish the quantities at the quoted bid price solely at its discretion.

The Town of St. Croix Falls is an Equal Opportunity Employer and prohibits, in accordance with the law, discrimination on the basis of race, color, religion, sex, national origin, age or handicap. Minority Business Enterprises, Women Business Enterprises and Small Business Enterprises shall be afforded full opportunity to submit bids or proposals for this project.

If Federal Funding is involved in whole or in part in the payment of the goods or services contracted herein, the Contractor, during the performance of this contract, shall comply with Title VI and Title VII of the Civil Rights Act of 1984, 42 U.S.C. Sections 2000(d), (e) and Executive Order No. 11246 (September 24, 1965) as amended by Executive Order No. 11375 (October 13, 1967).

Even when Federal Funding is not involved, the Contractor, during the performance of its contract, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The Contractor will take appropriate action to ensure that applicants are employed without regard to their race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Comprehensive general liability insurance for bodily injury and death in the amount not less than ONE MILLION DOLLARS (each occurrence)/TWO MILLION DOLLARS (general aggregated) (\$1,000,000/\$2,000,000); property damage insurance in an amount not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (each occurrence)/FIVE HUNDRED THOUSAND DOLLARS (general aggregate) (\$250,000/\$500,000); and FIVE THOUSAND DOLLARS (\$5,000) in Med/Pay Insurance. The insurer shall certify that in the event of cancellation or material change of the insurance, at least ten (10) days written notice of such cancellation or material change shall be given the Town. The Town of St. Croix Falls shall be covered by said Insurance as a co-insured party.

II. GENERAL CONDITIONS

SEALED BIDS

Sealed bids for Road Work will be received by the Town Clerk, Town of St. Croix Falls, Wisconsin until **12:00 pm on Tuesday, May 19, 2026**. Said bids shall be enclosed in a sealed envelope and marked "Road Work Bids", and shall bear the name of the bidder.

BID FORMS

Each proposal shall be made on the attached "Bid Forms" which shall be signed with the full name and address of the proprietorship, partnership, or corporation submitting same. The bid of the proprietorship shall be signed by the owner, a partnership by one of the general partners, a corporation by a duly authorized officer thereof stating his title. No bid may be withdrawn after delivery to the Town Clerk. Bidder may at his discretion, add other pertinent facts or data which he might deem desirable, but his bid must be on the bid form.

CONSIDERATION OF PROPOSALS

The right is reserved to reject any or all proposals, including alternates, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the Town will be promoted thereby.

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made within sixty (60) calendar days after the opening of proposals to best bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. The successful bidder will be notified, by letter mailed to the address shown in the proposal, that his bid has been accepted and that he has been awarded the contract.

CANCELLATION OF AWARD

The Town Board reserves the right to rescind the award of any contract at any time before the execution of said contract by all parties without any liability against the Town.

REQUIREMENT OF THE CONTRACT BOND

For all bids in the amount of \$30,000 or greater, the successful bidder must within ten (10) days after he has received notice of the award to him and before entering into contract furnish a contract bond in the full amount of the proposal. This bond shall cover the entire contract until final acceptance by the Town of this improvement and receipt of the Maintenance Bond, if applicable or required.

EXECUTION OF CONTRACT

The contract shall be signed by the successful bidder and returned within ten (10) days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the Town of St. Croix Falls until the execution of the contract. If the contract is not executed by the Town Chairman within twenty (20) days following receipt from the bidder of the required contract documents, the bidder will have the right to withdraw his bid without prejudice.

CONTRACTOR'S INSURANCE

The Contractor shall take out and maintain during the life of the contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect him and any subcontractor performing work covered by the contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall maintain coverage of the types and in the amounts as specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance.

The amounts of such insurance shall be as follows:

Bodily Injury Liability

Each Occurrence	\$	1,000,000
General Aggregate	\$	2,000,000

Property Damage Liability

Each Occurrence	\$	250,000
General Aggregate	\$	500,000
Medical Payment	\$5,000	

And proof of workers compensation insurance.

Such insurance shall remain in full force and effect during the life of the contract.

QUALIFICATION OF BIDDER

The bidder must furnish information relative to the facilities, ability, and financial resources available for the proper fulfillment of the work on the form attached hereto and which is made a part of the bidding documents.

GRADES AND LEVELS

All grades, lines and levels of an engineering nature and requiring the services of a survey party will be supplied by the contractor at no cost to the Town.

The contractor shall notify the Town in writing if he does not concur with the elevations given on the drawing before beginning any alteration to the proposed design plans.

INSPECTION AND TESTING

All inspection and testing of materials and/or installation that is to be performed will be done at the expense of the Contractor.

CERTIFICATIONS OF MATERIALS & CONFORMANCE TO SPECIFICATIONS

Before being placed in the work, the contractor shall furnish the Town Chairman a manufacturer's certification that the material(s) purchased conform to the required specifications. The certification shall specify the amount delivered. The delivery of any material for the performance of any labor hereunder which does not in all respects conform to the specifications will be rejected and the contractor shall be notified at once of such rejection and the reason therefore, which notice shall be confirmed in writing. If the said contractor fails to effect immediate replacement of such rejected materials and labor, with materials and labor meeting the requirements of the order, and of these specifications, the Town will purchase in the open market, material and labor of the character required under the order up to the amount rejected and the said contractor shall be liable to the Town thereby. The Town Chairman shall have the right to suspend the whole or any part of the work to be done, hereunder, when the contractor is not doing the work in accordance with the provisions of the contract.

UNACCEPTABLE MATERIALS

All materials not conforming to the requirement of the specifications at the time they are used shall be considered unacceptable and shall be removed immediately from the site of the work unless otherwise instructed by the Town Chairman. No materials, the effects of which have been corrected, shall be used until approval has been given. Upon failure on the part of the contractor to comply immediately with any order of the Town Chairman made under the provisions of this section, the Town Chairman shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from monies due or to become due to the contractor.

SCHEDULING

The contractor shall submit his schedule for work to be performed, which must meet with the approval of the Town Chairman. All work on this contract, unless otherwise stated on the plans or in these specifications, will be limited to the daylight hours, except in cases of emergency, and then may be performed only if permission is obtained from the Town Chairman and adequate lighting facilities are used. No work will be permitted on Sundays and Holidays, except to save property or life or in case of extraordinary emergency, and then only as authorized or directed by the Town Chairman.

TIME FOR COMPLETION

Work on this contract shall commence within days specified on the bid form from the date of notice of authorization to proceed.

The work shall be carried on with such force and in such manner and order and at such points that within the number of calendar days as set forth in the bid form, or as may be modified or

extended as mutually agreed upon, and as computed from the date of notice of authorization to proceed, the whole work shall be performed.

The contractor shall work continuously until the work is completed and shall not leave the job site until all phases are acceptable to the Town Chairman.

COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS

These specifications, the supplemental specifications, the plans, special provisions, and all supplemental documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions, plans will govern over specifications; supplemental specifications will govern over specifications; proposals and special provisions will govern over both specifications and plans.

The contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the contractor discovers such an error or omission, he shall immediately notify the Town Chairman. The Town Chairman will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

LAWS TO BE OBSERVED

The contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of authorities having any jurisdiction or authority which, in any manner, affect those engaged or employed on the work, or which, in any way, affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Town and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

The contractor agrees that, in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the United States in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, creed or color.

EXTRA COST

If the contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Director of Public Works written notice thereof within ten (10) days time after receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life of property, and the procedure then shall be as provided for changes in the work. No such claim shall be valid unless so made.

SCOPE OF PAYMENT

The contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and equipment for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

NON PERFORM WORK

The quantity of work set forth herein is subject to budgetary constraints and the Town reserves the right to modify the work or non-perform any part of or all of the work upon notice to the Contractor. The Town may vary the amount of work contained herein as may be mutually agreed to by the Contractor. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations, or indirectly from unbalances allocation of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore or from any other cause.

III. DETAILED SPECIFICATIONS

PROJECT DESCRIPTIONS

Widen road bed, Install four culverts and Re-establish ditch slopes. The project area is located on 140th Avenue between State Highway 35 and 180th Street (1.2 miles).

Establish a 26 foot road bed with base material; inadequate base material must be removed and replace with new base material as needed for a compacted 8 inch base layer; shall be done in accordance with the requirements of Section 305 if WisDot Standards Specifications. Removal and replacement of (4) culverts, to include rip rapping the culvert ends (two 18 inch culverts the Town will supply). Re-establish ditches with a 3 to 1 slope ratio; on areas that this ratio cannot be achieved authorization must be pre approved at the beginning of the project. Use of any inadequate material removed from the road bed and/or the material from the stock pile on 220th Street is acceptable for construction ditch slopes (will need to be loaded and hauled).

GENERAL FAMILIARITY

The Contractors intending to bid on this work shall personally examine the streets of the Town and ascertain for themselves the conditions under which the work must be done and local conditions. The successful bidder will be required to meet these conditions as they exist whether they are fully described in these specifications or not.

NOTIFICATION

The Contractor shall give the Town 48 hours notice, excluding Saturdays, Sundays and legal holidays, as to when actual construction is to begin so that all affected parties may be notified and necessary preparations can be made. The Contractor shall provide a specific construction schedule of the sequence of construction and time of closure of each street section.

USE OF TOWN FORCES

The Contractor shall provide all labor, services, materials, equipment, proper and necessary to complete the work required by the Contract. It is expressly understood and agreed by the Contractor as a part of this Contract that no Town services, materials, equipment, labor or property shall be used for this project without the express written permission of the Town Chairman. The Contractor shall reimburse the Village for any and all such services, materials, equipment and property used. The Contractor further agrees that such unauthorized use of Town employee shall result in the immediate termination of this Contract.

SAFETY

Safety requirements shall be in accordance with the General Conditions and the Occupational Safety and Health Act of 1970, U.S. Department of Labor. The Contractor is required to provide additional provisions for the safety of children in areas of work. These provisions require that the area be fenced; and open excavations, open manholes or similar hazards shall not be left unattended. Excavations shall be adequately barricaded and secured at night and all equipment and supplies moved to a secured area.

PROTECTION OF FACILITIES

The Contractor shall exercise extreme caution within and adjacent to his work areas so that not to damage existing facilities. The Contractor shall assume all responsibility for the protection of any existing facility to remain in service. Any facilities that are damaged due to the Contractor's operations shall be repaired or replaced by the Contractor to original condition at no expense to the Owner. Facilities shall include but not be limited to trees, hedges, fences, flagstone, sprinkler or any other constructed object previously installed. The contractor shall employ such safeguards as may be ordered by the Town Chairman.

UTILITIES

Existing Utilities: The Contractor shall determine the exact location of all existing utilities before beginning work. The Contractor is fully responsible for any and all damages resulting from his work activities or failure to correctly locate the utilities.

Water: The Contractor shall make his own arrangements to have water at the construction site for any required use. All costs for having water at the construction site shall be paid by the Contractor.

CONSTRUCTION LINE AND GRADE

The horizontal and vertical control required for the layout and construction of the project scope is the responsibility of the Contractor.

CLEAN UP

All debris, rubble, unusable material and items not salvaged shall become the property of the Contractor and shall be removed from the site.

SITE REPAIR

The Contractor shall be responsible for restoring to its previous condition, without additional compensation, all site areas damaged during construction.

REMOVAL OF NON-SPECIFIC ITEMS

Removal of all items such as mailboxes, street signs, signal devices, private signs, etc. encountered in the line of work shall be carefully removed and stored until a time when they can be replaced without future damage. The items shall be restored to their original location, alignment and condition. The items shall be maintained in their original condition for the maintenance period of the contract.

PROJECT CLOSE OUT

Before project is closed out and final payment is made:

- a. Contractor shall schedule joint inspection of project with the Town and correct any defects or problems found.
- b. All required test results must be received by the Town.

TECHNICAL SPECIFICATIONS

1. STANDARDS

Unless superseded by these specifications, the governing standards shall be the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 1996, and current supplements.

**INFORMATION SHOWING QUALIFICATIONS
OF BIDDER**

The undersigned states that the names and addresses of persons interested as principles in this proposal are as follows: (Write first name in full). If a partnership or corporation, give the names and address of all partners or officers:

The bidders also states on the line below, if a corporation, the name of state in which incorporated and the date of said incorporation.

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The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except (give full name and addresses):

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

ABILITY: That he or they have performed the following work (give location, kind, size or cost, and reference to name and address of client and engineer):

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following (give name, business and address):

LISTING OF SUB-CONTRACTORS

The undersigned offers the following information relative to the sub-contractors he intends to use on this contract if such be awarded to him.

1. Description of Work to be Sublet:

Name and Address of Subcontractor:

2. Description of Work to be Sublet:

Name and Address of Subcontractor:

3. Description of Work to be Sublet:

Name and Address of Subcontractor:

4. Description of Work to be Sublet:

Name and Address of Subcontractor:

Signature of Bidder: _____

By: _____

Title: _____

**TOWN OF ST. CROIX FALLS
BID FORM**

Mark Envelope: ROAD WORK BIDS

To the Town Clerk:

The Subscriber hereby proposes to furnish the following hereinafter named, in accordance with the provisions of the bidding document of which this forms a part:

BID SHEET - 140TH AVENUE

Item	Material Estimate	Quantity	Unit Price	Total Price
Mobilization			\$	\$
Base Gravel 6" - 8" thick		TON	\$	\$
Imported Fill for Ditch Slopes Load & Haul (Fill Provided by Town)		Hauling Price	\$	\$
Culvert Removal/Install (Culvers Supplied by Town)		LF	\$	\$
Common Excavation		CY	\$	\$
Excavation Below Subgrade		CY	\$	\$
4" - 6" Rip Rap		TON	\$	\$
Fabric Underlayment for culvert Basin			\$	\$
Other - Describe and Reasoning			\$	\$
TOTAL BID			\$	

**Any additional material needed will be billed at unit pricing.

**Customer will be billed only for material used.

Number of Calendar Days to Complete Project from Notice to Proceed:

It is understood the right is reserved by the Town of St. Croix Falls to increase, decrease, or delete any of the above quantities. The Town of St. Croix Falls reserves the right to award all or any parts of this bid to one or more bidders as determined by the lowest and best bid and/or specifications, at its sole discretion.

Executed at: _____ this _____ day of _____, 20____.

By _____ Title _____
(Company) (Owner, Partner or Corporate Officer)

(Name) (Street Address)

(Phone) (City, State, Zip)