

**Langlade Cty-FG Utility Upgrades Bids**

8/27/2024

Bidder Heinzen Incorp. Bid \$ 176,980.00

Bidder Musson Bid \$ 310,104.58

Bidder \_\_\_\_\_ Bid \$ \_\_\_\_\_

Bidder \_\_\_\_\_ Bid \$ \_\_\_\_\_

Bidder \_\_\_\_\_ Bid \$ \_\_\_\_\_

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Bidder \_\_\_\_\_ Bid \$ \_\_\_\_\_

Bidder \_\_\_\_\_ Bid \$ \_\_\_\_\_

Bidder \_\_\_\_\_ Bid \$ \_\_\_\_\_

Winning Bidder: Heinzen Incorp.

NOTES:

# BID FORM

## Restroom Foundation Construction, Restroom Building Install, Fairgrounds Utility Upgrades

After having examined the bidding and specification documents, including the INVITATION FOR BIDS, INSTRUCTIONS TO BIDDERS, REQUIRED CLAUSES, GENERAL CONDITIONS, INSURANCE REQUIREMENTS, PLANS AND TECHNICAL SPECIFICATIONS, and having understood that Langlede County reserves the right to reject any or all bids, or parts thereof, and to award to the bidder who in the judgment of the County will best serve the County; the undersigned proposes to furnish all labor, materials, and services essential to the successful completion of the contract work for the following work

**A. Addenda**

I/we, the bidder, acknowledge receipt of Addenda:

Number \_\_\_\_\_ dated \_\_\_\_\_

Number \_\_\_\_\_ dated \_\_\_\_\_

**Lump Sum price** to furnish, deliver and perform all work indicated on invitation for bids, instruction to bidders for and general conditions for the Langlede County Restroom Foundation Construction, Restroom Building Install, Fairgrounds Utility Upgrades

**TOTAL COST FOR COMPLETION OF** Langlede County Fairgrounds Restroom Foundation Construction, Restroom Building Install, Fairgrounds Utility Upgrades within the timeframes indicated:

\$ 310,104.58

**B. Certification**

I/we understand this bid is good for ninety (90) days and if accepted by the County will be used as the basis for a contract for the work covered within the bidding documents and specifications and the contract documents.

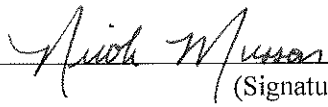
Company: Musson Bros, Inc. \_\_\_\_\_  
(type or Print)

Company Address: 909 Boyce Dr., Po Box 818, Rhinelander, WI 54501 \_\_\_\_\_  
(type or Print)

Phone: 715-365-8700  
(type or Print)

E-mail: nmusson@mussonbrothers.com

Name/Title: Nicole Musson, VP/Secretary/Treasurer  
(type or Print)

Authorized Signature:   
(Signature)



## SUMMARY OF WHATS INCLUDED IN THE BASE BID

- >All work will be performed by individuals properly licensed in the State of Wisconsin to install Water, Sewer and Plumbing under the supervision of Scott M Denis Wisconsin Master Plumber #231660 Project manager for Musson Brothers Inc.
- >All design work and permitting with the City of Antigo WI and the State of Wisconsin
- >Installation of a 6" Ductile Iron Pipe water main approximately 210 lineal feet, connection to the existing water main will be done as a "live Tap" to maintain water pressure to the Langlade County Highway Departments fire protection system. Will include proper gate style valve with access box, water main will be sanitized, flushed and pressure tested in accordance with local and State code's including safe water sampling
- >Installation of a 2" Type K Copper water service to the Huffcutt building with proper corporation and curb stops including blow out pipe to facilitate winterization
- >Installation of 3 weatherproof Woodford Brand yard Hydrants protected by Hi Viz Yellow Bollards
- >Installation of approximately 320 lineal feet of 1 ½" HDPE force main sewer including connection at existing force main sewer and all proper valving, location tracer wire and proper clean out for flushing
- >Provide and install Liberty Brand Pre-Packaged Duplex Grinder Pump Lift Station system with all proper check and service valves. Lift station will have a wet well capacity of approximately 560 gallons and includes a Duplex Alternating control panel with high water alarm. NOTE: (these systems are very high quality and easy to service)
- >Installation of all underfloor plumbing for connection of the Huffcutt Building in accordance with all local and State code
- >Once the building is set by others, connect all water and drain connections to the Prefabricated Huffcutt Building
- >Installation of an electric service to the Huffcutt building from nearby electrical panel. Connection at the building will include a 30 AMP back up power generator connection with a manual transfer switch
- >Design and furnish concrete foundation for Prefabricated Huffcutt building to include no less than 4' deep frost walls, 2' wide by 1' thick footings with 8" thick walls with all proper reinforcement rods in accordance with all applicable codes. Foundation walls will be waterproofed and insulated with 2" 25 psi extruded foam
- >Provide a maximum of 4' wide sidewalk around the perimeter of the building with handicapped ramp per the direction of the owner
- >Provide approximately 6'x6' concrete pad around the Grinder pump station

P.O. Box 818  
Rhineland, Wisconsin 54501  
(715) 365-8700  
Fax (715) 369-9296

AN EQUAL OPPORTUNITY EMPLOYER

1522 Pearl Street  
Waukesha, WI 53186  
(262) 790-5060  
Fax (262) 790-5069



- >All concrete will be a 4000 psi 6 bag mix
- >Complete restoration of all area's disturbed by construction activities
- >All materials provided by Musson Brothers Inc. will be warrantied to the extent of the manufacturers warranty excluding labor after the first year
- >All workmanship provided by Musson Brothers Inc. will be warrantied for one year from the date of final payment

P.O. Box 818  
Rhineland, Wisconsin 54501  
(715) 365-8700  
Fax (715) 369-9296

AN EQUAL OPPORTUNITY EMPLOYER

1522 Pearl Street  
Waukesha, WI 53186  
(262) 790-5060  
Fax (262) 790-5069

**Bid Bond (PENAL SUM FORM)**

<p><b>Bidder</b> Name: Musson Bros., Inc. Address (principal place of business): 909 Boyce Drive Rhineland WI, 54501-0638</p>	<p><b>Surety</b> Name: The Hanover Insurance Company Address (principal place of business): 440 Lincoln Street Worcester MA, 01653-0002</p>
<p><b>Owner</b> Name: Langlade County Address (principal place of business): 1633 Neva Road Antigo WI, 54409</p>	<p><b>Bid</b> Project (Name and Location): Restroom Foundation Construction, Restroom Building Install, Fairgrounds Utility Upgrades Antigo, WI  Bid Due Date: 8/27/2024</p>
<p><b>Bond</b> Penal Sum: 10% of Bid Amount Date of Bond: 8/22/2024</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Bidder	Surety
<u>Musson Bros., Inc.</u>	<u>The Hanover Insurance Company</u>
(Full formal name of Bidder)	(Full formal name of Surety) (Corporate Seal)
By: <u>Nicole Musson</u>	By: <u>Becky Jo Sawall</u>
(Signature)	(Signature) (Attach Power of Attorney)
Name: <u>Nicole Musson</u>	Name: <u>Becky Jo Sawall</u>
(Printer or Typed)	(Printer or Typed)
Title: <u>VP/Secretary/Treasurer</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Jeff Vander Sanden</u>	Attest: <u>Coletta Neumann</u>
(Signature)	(Signature)
Name: <u>Jeff Vander Sanden</u>	Name: <u>Coletta Neumann</u>
(Printed or Typed)	(Printed or Typed)
Title: <u>Witness</u>	Title: <u>Witness</u>
<p>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein Includes a Bid, offer, or proposal as applicable.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Travis Schreiber, Tracy Krause, Becky Jo Sawall, Jessica Lee and/or Brianna Schwanke**

Of M3 Insurance Solutions Inc of Madison, Wisconsin each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 5<sup>th</sup> day of July, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

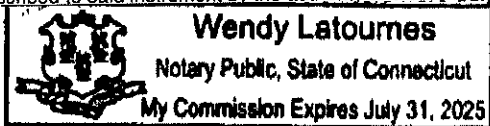
James H. Kawlecki, Vice President

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 5<sup>th</sup> day of July 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Wendy Latourmes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

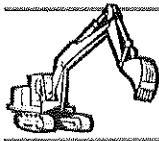
GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22<sup>nd</sup> day of August 2024.

CERTIFIED COPY

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America  
  
John Rowedder, Vice President



# HEINZEN, INC.



PLUMBING/HEATING  
EXCAVATING  
SEPTIC SERVICE



N2038 Hwy 45, Antigo, WI 54409  
Phone: 715-623-4196 Fax: 715-623-0027  
Email: heinzeninc@gmail.com

**Date:** August 26, 2024

**To:** Langlade County Forestry – Recs Dept  
Attn – Al Murray

**Project:** Langlade County Fairgrounds – Neva RD – Antigo

**Alternative Options, Exclusions and Added Notations for Langlade county restroom foundation construction, building install and fairground utility upgrades**

**Exclusion to bid:**

- Cost of restroom building
- State approval on building
- State approval for plumbing on the building
- Exterior ADA signs or any signage
- Bid bond, performance bond, percentage retainage

**Options: Add for 6ft wide sidewalk on the restroom door side vs 4 ft for ADA access**

**ADD: \$1,400.00**

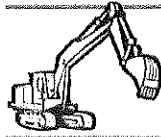
**Option: If required by the City of Antigo – Install 1 1/4" RPZ backflow preventer valve for the 3 exterior hose bibs in the camping area**

**ADD: \$2,398.00**

**Notes:**

- Water main bid with PVC C-900 6" main and 2" poly service to inside building exterior valve to access to winterize building

# HEINZEN, INC.



PLUMBING/HEATING  
EXCAVATING  
SEPTIC SERVICE



N2038 Hwy 45, Antigo, WI 54409  
Phone: 715-623-4196 Fax: 715-623-0027  
Email: heinzeninc@gmail.com

\_\_\_\_\_  
Authorized Signature

  
Heinzen Inc.

\_\_\_\_\_  
Date

8-28-2024  
Date

**Notice by prime contractor pursuant to section 289.02(2)(A).**

As required by the Wisconsin Construction Lien Law, Builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on the owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights in addition to the undersigned builder, are those who contracts directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any, builder agrees to co-operate with the owner and his lender, to see that all potential lien claimants are duly paid.

LANGLADE COUNTY  
FORESTRY, PARKS, AND  
RECREATION DEPARTMENT

1633 NEVA ROAD  
ANTIGO, WISCONSIN 54409

*Huffcut*

*Reid Soranson*



BID SPECIFICATIONS, BID FORMS  
AND RELATED DOCUMENTS FOR

**Restroom Foundation Construction, Restroom  
Building Install, Fairgrounds Utility Upgrades**

Original AUGUST 8, 2024

Revised August 15, 2023

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## INVITATION FOR BIDS FOR

**Purpose:** Langlade County is soliciting bids from general contracting companies for a project located within the Langlade County Fairgrounds, 1633 Neva Road, Antigo, Wisconsin 54409. The project will include the following:

- insulation  
spec*
- A. Construct of Foundation for Precast Toilet Building.** Contracting company shall design, engineer and install a concrete foundation for a HuffCutt Prefabricated Restroom building to include at a minimum a 4-foot frost wall, grade beams and reinforcement as required for the weight of the building. Contractor will have the responsibility for contacting the building supplier to ensure that the foundation has the proper in-floor plumbing and proper dimensions to meet the needs of the building. Foundation shall be installed at an elevation that is 12" above the adjacent asphalt parking area. Foundation work shall also include installation of a 4' wide concrete walkway around the entire building footprint with an ADA compliant concrete walkway directly to the adjacent parking area. Foundation shall be water proofed and insulated with no less than 2" of subgrade insulation around the entire exterior of the foundation. All work shall include installation and maintenance of orange barrier fencing of site when during times that construction is not active. **Foundation must be completed for building placement prior to November 1, 2024.**
- B. Coordinate of Placement of Toilet Building on Completed Foundation.** Contracting company shall coordinate delivery and set up of building with HuffCutt as soon as foundation and in-floor plumbing allow installation of the building. Transfer of the building and crane for placement is the responsibility of the County. **Building placement must be completed prior to December 1, 2024.**
- C. Install Water Service Connected to Existing Public System.** Contracting company shall design, engineer and install water service to the prefabricated restroom building site from existing water service lines which are approximately 210 feet from the building locations. Water lines shall be designed to provide for seasonal shut off and draining. **Water Service must be installed and connected to the building prior to May 25, 2025.** Installation shall include the following estimated quantities:
- All work to be completed by a licensed plumber to Code for public service.
  - Permitting and coordination with the City of Antigo Department of Public Works for connection to the public water system.
  - 6" DIP water service- 210 lineal feet
  - Installation of 6" Gate Valve and Box
  - 2" copper water service line- 50 lineal feet
  - Installation of three 2" Curb Stops
  - Installation of 2" Corp. Stop
  - Installation of 3 weather proof yard hydrants with 6" diameter concrete protective bollards on each side of hydrant.
  - Connection to existing water line- wet installation to retain fire control in neighboring County building.
  - Connection of water system to precast toilet building:
  - Reclaim all grounds damaged by construction activity.
- D. Install Sanitary Service Connected to Existing Public System.** Contracting company shall design, engineer and install a system to the prefabricated restroom building site from existing public sanitary facility lines which are approximately 320 feet from the building location. **Sanitary Service must be installed and connected to the building prior to May 25, 2025.** Installation shall include the following estimated quantities:

- a. All work to be completed by a licensed plumber and installed to meet code for public service.
  - b. Permitting and coordination with the City of Antigo Department of Public Works for connection to the public water system Force main (options at the discretion of bidder)
    - i. Option 1: 1.25" HDPE butt fused DR 11 force main, hydrostatically tested, 4 hours for expansion and a 1 hour test duration- 320 feet
    - ii. Option 2: 1.25" Schedule 80 PVC pipe with solvent weld joints- 320 feet
    - iii. Force Main Flushing Connection
  - c. Pump Station (options at the discretion of bidder)
    - i. Option 1: Prepackaged grinder pump of appropriate size and quality serviced by a 2000 gallon precast concrete tank with a separate valve vault.
    - ii. Option 2: Prepackaged grinder pump of appropriate size and quality serviced by a poured in place lift station
  - d. Connection to the existing force main utilizing- method as determined by the bidder.
  - e. All connection to the waste collection systems of the HuffCutt building.
  - f. Reclaim all grounds damaged by construction activity.
- E. Connect Nearby Electrical Service to Restroom Building. Electrical Service must be connected to the building prior to May 25, 2025.**
- a. All work to be completed by a licensed electrician and installed to meet Code for public service.

**Time and Place for Receiving Bids:** Langlade County will accept sealed bids from qualified firms until 12:00 p.m., Tuesday, August 27, 2024, in the office of the Langlade County Forestry, Parks, and Recreation Department, 1633 Neva Road, Antigo, Wisconsin, 54409. Bids received after 12:00 p.m. will not be accepted. Actual receipt by said time is required and deposit in the U.S. mail is insufficient. The envelope containing the sealed bid shall bear the name and address of the interested firm and the notations: "Perch Lake Campsite Pedestals" on outside of envelope. Opening of the bids will take place in the Langlade County Forestry, Parks, and Recreation Department at 3:00 following the deadline.

**Instructions:** Instructions to interested firms may be obtained from Al Murray, Forestry, Parks and Recreation Administrator, Langlade County Forestry, Parks and Recreation Department, 1633 Neva Road, Antigo, Wisconsin, 54409, (715) 627-6368 or [amurray@co.langlade.wi.us](mailto:amurray@co.langlade.wi.us).

**Reservations:** Langlade County reserves the right to reject in whole or in part any and all bids, to waive any informalities, and to accept the bids determined to be the lowest responsible bidder by the County. This invitation may be canceled if determined to be in the best interest of the County.

**Ethics:** Langlade County is an Equal Opportunity Employer. The General Code of the County of Langlade contains various purchasing policies which are applicable to this proposed procurement. These include prohibitions against gratuities and kickbacks. This request is governed by the Langlade County Purchasing Policy, a copy of which is available at the County Clerk 's office

## INSTRUCTIONS TO BIDDERS

- I. **Bid Opening Date:** 2:00 p.m., August 27, 2024
- II. **Location:** Langlade County Forestry, Parks and Recreation Department  
1633 Neva Road, Antigo, Wisconsin, 54409
- III. Complete the Bid Form and return the entire bid package in a sealed envelope clearly marked "**Bid- Fairgrounds Restroom and Utilities**" in the lower left corner.
- IV. The County's representative on this project is Al Murray, Forestry, Parks and Recreation Administrator. Questions regarding this project should be directed to him at the Langlade County Forestry, Parks and Recreation Department, 1633 Neva Road, Antigo, Wisconsin, 54409, (715) 627-6368 or [amurray@co.langlade.wi.us](mailto:amurray@co.langlade.wi.us).

## REQUIRED CLAUSES

### I. Gratuities and Kickbacks

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

### II. Other Required Clauses

This request for bids and the awarding of the contract must follow the procedures outlined in State Statute Section 59.52 (29) and is governed by the Purchasing Policy for Langlade County as set forth in page 69 through 71 of the Langlade County Policy Manual, a complete copy of which may be obtained from the Office of the Langlade County Clerk, Langlade County Courthouse, 800 Clermont St., Antigo, Wisconsin.

## **GENERAL CONDITIONS**

### **I. Provisions Regarding Safety, Health, and Sanitation**

- A. The Contractor shall at all times fully comply with all applicable federal, state, and local laws and regulations governing safety, health and sanitation.

The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions, on his own responsibility or as the County may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public, to protect property in connection with the performance of the work covered by the contract.

- B. Material Safety Data Sheets (MSDS) shall be provided to owner for all materials used in construction of this project or brought onto site. MSDS shall be provided prior to delivery of said material or substance to site.

### **II. Protection of Existing Work and Vegetation**

- A. The Contractor shall preserve and protect all existing vegetation (such as trees, shrubs, and grass), topography, and rock on or adjacent to the site which does not unreasonably interfere with the construction as may be determined by the County. The Contractor shall be responsible for all unauthorized cutting, removing, or altering of existing vegetation, topography, and rock including damage due to careless operation of equipment, stockpiling of materials, or tracking of terrain by equipment.

- B. The Contractor shall be responsible for replacing or repairing, at his/her own expense, any and all existing surface or buried structures, and electric, water, gas, telephone, and other utility lines damaged in the course of this construction project.

- C. All construction, storage, stacking, and/or parking of equipment and materials, shall be accomplished so as not to damage existing vegetation or other surface features.

### **III. Coordination of Work**

- A. Installation contractors shall visit the site prior to submitting a bid. Contractor shall identify any impediments to installation and coordinate with the Forestry, Parks and Recreation Department for removal of impediments or alternate installation procedures.

- B. The planning, scheduling, and control of the construction of this project shall be the responsibility of the Contractor.



- C. Activities shall not be scheduled to be performed in a sequence which will have detrimental effect upon other work being performed or completed. Certain activities or phases of the work shall be scheduled and coordinated by the Contractor with the Forestry, Parks and Recreation Department, or appropriate utility companies when such activities will directly affect their operations. When the Contractor's operations resulting damage to County property or to any utility, he shall assume full responsibility for such damage.
- D. Campground shall remain open during construction period. Contractor shall coordinate his work so as to minimize interference of campground activities.

IV. Schedule

- A. Construct of Foundation for Precast Toilet Building- Prior to November 1, 2024
- B. Coordinate of Placement of Toilet Building on Completed Foundation- Prior to December 1, 2024
- C. Install Water Service Connected to Existing Public System. - prior to May 25, 2025.
- D. Install Sanitary Service Connected to Existing Public System - prior to May 25, 2025.
- E. Connect Nearby Electrical Service to Restroom Building- prior to May 25, 2025.

V. Insurance Requirements

- A. The Contractor 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 Contractor allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.
- B. Worker's Compensation Insurance. Contractor shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation insurance for all if its employees employed at the site or while working on this project. In case any work is sublet, Contractor shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor.
- C. General Liability, Professional Liability and Property Damage Insurance. Contractor shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries, including accidental death as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by Contractor, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
  - Comprehensive General Liability, \$1,000,000 per occurrence and in aggregate for Bodily Injury and Property Damage.
  - Professional Liability Coverage, \$1,000,000 per occurrence and in aggregate.
  - Automobile Liability, \$1,000,000 per occurrence and in aggregate for Bodily Injury and Property Damage.
  - Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.
  - If aircraft are used in conjunction with this project, \$2,000,000 per occurrence and in aggregate for bodily injury and property damage

**D. PROOF OF INSURANCE**

Contractor shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that Contractor meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. A copy of the Certificate of Insurance shall be delivered to the oversight committee 15 days prior to execution of this agreement for final approval. Upon renewal of the required insurance and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

**E. HOLD HARMLESS**

Contractor hereby agrees to release, indemnify, defend, and hold harmless Langlade County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever , including actual and reasonable attorney 's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability , alleged or proven, resulting from or arising out of the performance of Contractor, its officers, officials, employees, agent or assigns. Langlade County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statute

# BID FORM

## Restroom Foundation Construction, Restroom Building Install, Fairgrounds Utility Upgrades

After having examined the bidding and specification documents, including the INVITATION FOR BIDS, INSTRUCTIONS TO BIDDERS, REQUIRED CLAUSES, GENERAL CONDITIONS, INSURANCE REQUIREMENTS, PLANS AND TECHNICAL SPECIFICATIONS, and having understood that Langlede County reserves the right to reject any or all bids, or parts thereof, and to award to the bidder who in the judgment of the County will best serve the County; the undersigned proposes to furnish all labor, materials, and services essential to the successful completion of the contract work for the following work

**A. Addenda**

I/we, the bidder, acknowledge receipt of Addenda:

Number 1 dated AUG 15 2024

Number \_\_\_\_\_ dated \_\_\_\_\_

**Lump Sum price** to furnish, deliver and perform all work indicated on invitation for bids, instruction to bidders for and general conditions for the Langlede County Restroom Foundation Construction, Restroom Building Install, Fairgrounds Utility Upgrades

**TOTAL COST FOR COMPLETION OF** Langlede County Fairgrounds Restroom Foundation Construction, Restroom Building Install, Fairgrounds Utility Upgrades within the timeframes indicated:

\$ 176,980.00

**B. Certification**

I/we understand this bid is good for ninety (90) days and if accepted by the County will be used as the basis for a contract for the work covered within the bidding documents and specifications and the contract documents.


Company: Heinzen inc  
(type or Print)

Company Address: N 2038 Hwy 45 Aptis WI 54409  
(type or Print)

Phone: 715-623-4196  
(type or Print)

E-mail: heinzen.ph@gmail.com

Name/Title: Thomas J Heinzen  
(type or Print)

Authorized Signature:   
(Signature)