

Area Office  
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## PROPOSAL

**SUBMITTED TO:**

City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220  
ATTN: Greg Minikel  
gminikel@manitowoc.org

**DATE:** November 14, 2024  
**PHONE:** 920-683-6910      **FAX:**  
**JOB NAME:** C/O Manitowoc - Zimmer Drive  
**JOB LOCATION:** Zimmer Drive  
**PLAN DATE:** 09-05-24

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**For furnishing the necessary labor, material, and equipment to complete the following:**

- Fine grade, water and compact the existing base material on an area of approximately 350 SY.
- Construct a two-course 3" compacted average depth 4LT 58-28S asphalt pavement on an area of approximately 350 SY.

**UNIT PRICE: \$297.00/TON**  
**Estimated project total cost per quantity estimated (60 TON): \$17,820.00**

**Notes:**

- Price includes one (1) mobilization.
- Invoicing to be based on actual tons placed upon completion.
- Price does include erosion control, inlet protection, restoration or shouldering adjacent to the new pavement.
- Staking to be performed by city.
- Price is based upon the site allowing for a minimum of 1% drainage. If 1% drainage is not obtainable water ponding may occur.
- If unstable subgrade or base course conditions are encountered during construction, the above pricing does not include undercutting or stabilization of unstable material.
- **\*\*Due to the volatility of petroleum markets, please be aware of time and date requirements as set forth below for acceptance of proposal\*\***

*If you have any questions related to this proposal, please call me at the contact information listed above.*

*Thank you!*

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THIS PROPOSAL AND NORTHEAST ASPHALT, INC.'S OBLIGATION TO PROVIDE ANY LABOR, MATERIALS AND/OR EQUIPMENT HEREUNDER IS EXPRESSLY CONDITIONED UPON FEDERAL, STATE AND LOCAL REGULATIONS, RESTRICTIONS AND ORDERS PERTAINING TO THE COVID-19 PANDEMIC AND THE HEALTH, SAFETY AND WELFARE OF NORTHEAST ASPHALT, INC.'S EMPLOYEES. IF NORTHEAST ASPHALT, INC., IN ITS SOLE DISCRETION, IS UNABLE TO TIMELY AND/OR ADEQUATELY PROVIDE LABOR, MATERIALS, EQUIPMENT, AND/OR WORKFORCE TO FULFILL THIS PROPOSAL DUE TO THE COVID-19 PANDEMIC OR OTHER VIRUS OUTBREAKS, EPIDEMICS, AND PANDEMICS, THEN THIS PROPOSAL SHALL BE NULL AND VOID, NORTHEAST ASPHALT, INC. SHALL BE EXCUSED FROM ALL PERFORMANCE HEREUNDER, ANY AND ALL LIABILITY AGAINST NORTHEAST ASPHALT, INC. IS WAIVED, AND NORTHEAST ASPHALT, INC. SHALL BE ENTITLED TO REIMBURSEMENT OF ALL COSTS INCURRED AT THE TIME PERFORMANCE IS CEASED.

IF THIS PROPOSAL IS NOT ACCEPTED AND RETURNED WITHIN **10 DAYS** FROM THE DATE OF THIS PROPOSAL OR IF THE WORK IS NOT COMPLETED BY **JUNE 1, 2025**, NORTHEAST ASPHALT, INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT.

PRIOR TO NORTHEAST ASPHALT, INC. BEGINNING WORK UNDER THIS CONTRACT, OWNER/CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE FOLLOWING PAYMENT TERM IS MET OR PAID AND IS ACCEPTABLE TO NORTHEAST ASPHALT, INC. TO FULFILL THEIR OBLIGATIONS UNDER THIS CONTRACT: **CONTRACT PAYMENT SCHEDULE** PLEASE CALL JOSH AT **920-498-6719** TO GET APPROVAL ON YOUR PROPOSED SCHEDULE OR TO MAKE PAYMENT ARRANGEMENTS.

## PROPOSAL TERMS AND CONDITIONS

Work of Others: Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If Northeast Asphalt, Inc. is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Northeast Asphalt, Inc. commencing any of the Work before any others have completed their work.

Duration: In order to meet any agreed upon completion date, Northeast Asphalt, Inc. must receive a 10-day advance notice to proceed plus the total allowable number of working days required to complete the Work under normal conditions. Performance of the Work is contingent upon strikes, accidents or delays beyond Northeast Asphalt, Inc.'s control.

Changed Conditions: Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Northeast Asphalt, Inc. an extra charge over and above the original contract price for performance of the requested change order.

Utilities: Northeast Asphalt, Inc. will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Northeast Asphalt, Inc. advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Northeast Asphalt, Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Access: Physical access by heavy equipment and material delivery vehicles to the site that is the subject of this contract may result in physical damage to property including but not limited to existing pavement, landscape, or structures. Northeast Asphalt, Inc. will cooperate with the Owner/Contractor in finding alternative access solutions, but the Owner/Contractor does hereby release and hold harmless Northeast Asphalt, Inc. from any claims for physical damage caused from access to the site. Owner/Contractor agrees that any physical damage to property caused by Northeast Asphalt, Inc.'s heavy equipment and material delivery vehicles in the process of gaining access to the site, where no other access options have been made available, shall be the responsibility of the Owner/Contractor.

Restoration: Northeast Asphalt, Inc. will not be responsible for any restoration of adjacent areas disturbed as a result of construction, including, but not limited to, stone shoulder, adjustment of drainage structures or landscaping that may need to be performed to allow for proper drainage of water from the surface of the new pavement unless otherwise agreed to in the scope of work.

Damage Waiver: Any claim for property damage is conclusively waived unless presented to Northeast Asphalt, Inc. in writing within seven (7) calendar days of the occurrence.

Acceptance of Material/Labor: All materials and labor are conclusively accepted as satisfactory unless objected to in writing within seven (7) calendar days of performance.

Lien Law: "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (NORTHEAST ASPHALT, INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE 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, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."

Compliance with Laws: Owner/Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same and shall indemnify and hold Northeast Asphalt, Inc. harmless for any fine, penalty or expense resulting from, arising out of, or in any way related to Owner/Contractor's violations under this paragraph.

Payment: Northeast Asphalt, Inc. proposes to furnish material and labor - complete in accordance with above specifications and prices. Northeast Asphalt, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net on receipt of invoice. A 1.5% per month service charge shall be charged on all outstanding balances. Upon receipt of payment in full, Northeast Asphalt, Inc. will provide a lien waiver required by Owner/Contractor.

Collection Costs: If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services, or action shall be necessary, Owner/Contractor agrees to pay all attorney's fees, costs and expenses incurred by Northeast Asphalt, Inc. in connection with collecting that amount.

Insurance/Indemnification: This Proposal is contingent upon the express agreement that indemnification, defense, additional insured status and waivers of subrogation, if required by the Owner/Contractor, shall be provided by Northeast Asphalt, Inc., but only to the extent of Northeast Asphalt, Inc.'s negligent acts or omissions in the performance of its work. Owner/Contractor to carry any necessary property insurance on the Work. Northeast Asphalt, Inc.'s workers are fully covered by Workers' Compensation Insurance. Northeast Asphalt, Inc. will meet insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

Warranty: All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Northeast Asphalt, Inc.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Northeast Asphalt, Inc., its subcontractors or suppliers, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or excessive manipulation over the original design criteria. Northeast Asphalt, Inc.'s warranty for material and

workmanship is for the term of one year from Northeast Asphalt, Inc.'s last substantial labor date and is in lieu of any other warranty or remedy required by law.

Site Drainage: Northeast Asphalt, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner directs construction with less than a minimum grade of 1% or if the plans do not provide 1% drainage in all directions, it is understood and agreed that waterponding may occur and that no warranty will attach to the Work. Northeast Asphalt, Inc. is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

Subgrade/Aggregate Base: The Owner/Contractor is responsible to furnish Northeast Asphalt, Inc. a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as not to cause any deformation to the subgrade/aggregate base. All subgrade must be rough graded by Owner/Contractor to within ±0.1' of the proposed plan subgrade elevations.

Heaving and Cracking: Heaving of asphalt pavements caused by, but not limited to, wet conditions, expansive soils, and freeze-thaw cycles, is not the responsibility of Northeast Asphalt, Inc. Cracking of asphalt pavements caused by, but not limited to, freeze-thaw cycles, excessive drying of expansive soils, clay soils and reflective cracking, is not the responsibility of Northeast Asphalt, Inc.

Fine Grading of Aggregate Base by Northeast Asphalt, Inc.: If Northeast Asphalt, Inc. fine grades the surface to be paved, the Owner/Contractor shall furnish a surface rough graded to within ±0.1' of the proposed plan aggregate base course elevations.

Fine Grading of Aggregate Base by Others: If Owner/Contractor fine grades the surface to be paved, Northeast Asphalt, Inc. may choose to request additional work to correct the surface to be paved for (but not limited to) stability, surface drainage, slope, and elevation. Additional corrective work will be done at no cost to Northeast Asphalt, Inc.

Resurfacing: When resurfacing concrete, brick or asphalt pavements, Northeast Asphalt, Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

Exclusion of WDOT Specifications: If Wisconsin DOT Standard Specifications are being used, this proposal excludes the following: 450.3.2.1.1 and 450.3.2.1.2 Preparation and Paving Operations and Cold Weather Paving; Northeast Asphalt, Inc. will provide the best quality pavement achievable based on all other required standard specifications.

450.3.2.9 Testing (Ride Quality): Northeast Asphalt, Inc. will provide the best quality ride achievable based on all other required standard specifications.

455.2.2 and 455.2.3 Sampling and Testing (Asphaltic Materials): Northeast Asphalt, Inc. will provide Owner/Contractor a Wisconsin approved mix design and all other material requirements per section 460. Northeast Asphalt, Inc. will perform daily quality control mixture testing at Owner/Contractor's request.

460.2.8.2 Contractor Testing: Northeast Asphalt, Inc. will provide Owner/Contractor a Wisconsin approved mix design and all other material requirements per section 460. Northeast Asphalt, Inc. will perform daily quality control mixture testing at Owner/Contractor's request.

Incorporation: If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Captions: The captions and headings at the beginning of each section of this Proposal are for convenience only and are to be given no weight in construing the provisions of this Agreement.

Authorized Signature: Taylor Tauer  
Taylor Tauer, Agent

**Acceptance of Proposal** - The above prices, specifications and terms and conditions are satisfactory and are hereby accepted. Northeast Asphalt, Inc. is authorized by Owner to do the Work as specified. Payment will be made to Northeast Asphalt, Inc. by Owner as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Job Name: C/O Manitowoc - Zimmer Drive Date of Proposal: November 14, 2024