

TOWN OF LA POINTE REQUEST FOR BIDS
La Pointe, WI 54850

BIDS ARE DUE: APRIL 27, 2021 BY 3:00 P.M.

Town Clerk

La Pointe Town Hall, 240 Big Bay Road, PO Box 270, La Pointe, WI 54850

clerk@townoflapointewi.gov

Bids will be opened at the 5:30 P.M. Town Board meeting on April 27, 2021

I. BID

1. DEFINITIONS:

“Town” is Town of La Pointe, Wisconsin

“Bidder” is an individual or business submitting a bid to the Town

“Contractor” is one who contracts to perform services in accordance with a contract.

“RFB” is Request for Bid.

2. PURPOSE OF BID

The Town of La Pointe is in need of hiring a qualified contractor to construct a passenger shelter to be installed on the Town of La Pointe dock, located in La Pointe, WI 54850 (Madeline Island).

Bid Terms:

- A. The Town reserves the right to reject any or all bids for no reason.
- B. Bids must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful proposer to accept the obligation of the bid may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the RFB, addenda will be provided. Deadlines for submission of the RFB’s may be adjusted to allow for revisions. To be considered, one bid must be mailed to the Town Clerk or delivered to the Town Hall on or before the date and time specified.
- D. Bids should be prepared simply and economically, providing a straight-forward concise description of the contractor’s ability to meet the requirements of the RFB.

- E. A formal written contract will be executed between the Town and the awarded contractor.
- F. In the event the Town receives two or more bids from responsive, responsible proposers, the Town may award the contract to the most responsive and responsible contractor based on previous history.

II. BID SPECIFICATIONS

The bid shall include all of the following information. Failure to include all of the required information may result in disqualification of a bid.

1. Contractor's qualifications, years in business, and experience in providing the level and type of services specified in the bid.
2. Bank References with name and phone number of contact person.
3. At least three (3) current references using similar services listed in the bid. Include company name, contact name and phone number.

III. GENERAL SPECIFICATIONS

1. Site Details

A. Job should be completed by July 1, 2021.

B. The bidder shall, before submitting the bid, carefully examine the proposal, plans, specifications, and contract documents. The bidder shall inspect in detail the site of the proposed work and be familiar with all the local conditions affecting the contract. If successful, the bidder will be responsible for all errors in the proposal resulting from failure or neglect to comply with these instructions. The Town will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

2. Project Specifications

A. Please see attached plans and specifications prepared by C & S Design, Ashland, WI.

B. Paint brand choices and color to be determined by Town.

C. Contractor shall, at all times, keep the site free from accumulation of waste materials, debris or rubbish caused by his or her employees at work. Contractor shall remove from the site all tools, surplus materials, debris or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work.

D. Arrangements may be made, in advance, for leased waste containers for disposal of the above to haul off the Island.

All foregoing provisions shall be considered part of the contract document and are hereby made a part of and applicable to all work under these specifications.

IV. CONTRACT PROVISIONS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement.

1. Reporting of Contractor

- A. The Contractor is to report to the Town of La Pointe Facilities Manager and/or designee and will cooperate and confer as necessary to insure satisfactory work progress.
- B. All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
- C. All reports made in connection with these services are subject to review and final approval by the Facilities Manager prior to payment.
- D. The Town may review and inspect the Contractor's activities during the term of this contract.
- E. Lien waivers must be put in place for all subcontractors and materials purchased.
- F. Contractor is responsible for all expenses related to transportation of staff and materials and disposal of debris.
- G. Contract must secure all necessary permits according to local and state laws and regulations.

2. Personnel

- A. The Contractor will not hire any Town employee for any of the required services without the Town's written approval.

- B. The parties agree that the Contractor is neither an employee nor an agent of the Town for any purpose.

3. Indemnification Agreement

The Contractor will protect, defend and indemnify the Town, its officers, agents, assigns, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Town in connection with or in any way incident to or arising out of the occupancy, use service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

4. Insurance Requirements

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

- A. Workers' Compensation insurance with Wisconsin statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- B. Commercial General Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The Township shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- C. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
- D. Contractor shall furnish the Town Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Town Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Town Administrator with certification of insurance evidencing such coverage and endorsements at

least ten (10) working days prior to the commencement of services under this contract and shall provide for 30-day written notice to the Certificate holder of cancellation of coverage.

5. Warranty

The Town requires a one-year warranty on labor.

6. Compliance with Laws and Regulations

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements and the Americans with Disabilities Act.

7. Interest of Contractor and Town

The Contractor promises that it has no interest which would conflict with the performance or services required by this contract. The Contractor also promises that in the performance of this contract, no officer, agent, employee of the Town or member of its governing body, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

8. Equal Employment Opportunity

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

9. Prevailing Wage Rates

This project does not meet the requirements for prevailing wages.

10. Payroll Taxes

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Township against such liability.

V. TERMS AND CONDITIONS

1. Award:

The Town reserves the right to reject any and all bids received as a result of this RFB.

2. Low Bid:

A successful contract will be awarded by the response given on the Bid Sheet to the most responsive and responsible respondent.

3. Term of Bid:

The Bid is for a six (6) month period from the date of award.

4. Bid Submission:

Submit Bid Cover page, Bid Signature Page, and Contractor Information (page 2, II) by required time/date. Bids must be submitted by mail or hand delivered to Town of La Pointe Clerk, 240 Big Bay Road, PO Box 270, La Pointe, WI 54850, clerk@townoflapointewi.gov by **3:00 P.M. on April 27, 2021**. Bids will be opened at the Town Board meeting at 5:30 on April 27, 2021.

5. Questions:

Submit all questions to Ray Hakola, Town Facilities Manager, facilities@townoflapointewi.gov, 715-747-6855 or Lisa Potswald, Town Administrator at administrator@townoflapointewi.gov or call 715-747-6914.

ATTACHMENTS

Bid Cover Page.....8

Bid Signature Page.....9

Attachment A – Project Specifications...10

BID COVER – INCLUDE WITH BID RESPONSE

BIDDER: _____

PROJECT: _____

BID DUE: April 13, 2021 by 3:00 p.m.

Proposers are required to perform, provide and furnish all of the labor, materials, necessary tools, fees, permits and equipment including transportation services/fees necessary to complete the work.

INSTRUCTIONS: Please provide a total for each of the General Specifications, including preparation, cleanup, materials and grand total cost.

BID

Construction \$ _____
(per Section III. #2)

Painting \$ _____
(per Section III. #2, B)

Cleanup \$ _____
(per Section III. #2, C)

Materials \$ _____
(per Specifications)

TOTAL COST \$ _____

Possible Project Start Date: _____
(Actual start date to be negotiated)

SIGNATURE PAGE – INCLUDE WITH BID RESPONSE

Signature

Company Name

Print Name

Company Address

Title

City, State, Zip

Telephone

Federal Tax ID #

Email Address

Fax #

The above individual is authorized to sign on behalf of company submitting bid.

Bids must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days.