

## TOWN OF LA POINTE REQUEST FOR BIDS

La Pointe, WI 54850

Posted July 23, 2021

**BIDS ARE DUE: August 10, 2021 BY 3:00 P.M.**

Town Clerk

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

Bids will be opened at the 5:30 P.M. Town Board meeting on August 10, 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 general contractor to complete remodeling of the Town of La Pointe Recreation Center restrooms located at 295 Middle Road 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 copy of the bid documents requested must be mailed to the Town Clerk or delivered to the Town Hall on or before the date and time specified. Emailed bids will not be accepted.

- 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 will award the bid to the lowest bidder.

## **II. BID SPECIFICATIONS**

The bid response 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 work specified in the bid.
2. Bank References with name and phone number of contact person.
3. At least three (3) current references from owners of similar projects listed in the bid. Include company name, contact name and phone number.

## **III. GENERAL SPECIFICATIONS**

### **1. Site Details**

A. Please see attached plan documents.

B. Job must be completed by December 31, 2021.

C. 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. The contractor shall provide all labor, materials, equipment, subcontractors and supervision for completion of the project. This includes general construction, electrical, HVAC and plumbing work associated with the project.

B. All clean up shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall have Safety Data Sheets (SDS) for all products utilized in the course of this project. Contractor's workers shall be trained in utilizations of SDS and have the SDS available in the event of an emergency.

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, by Contractor for leased waste containers for disposal of construction debris to haul off the Island at Contractor's expense.

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.

### **3. Bid Security/Performance Bond**

A. Accompanying this proposal shall be a Bid Bond (or Certified/Cashier's Check) as surety in an amount of no less than ten percent (10%) of the Base Bid, payable to Town of La Pointe, which will be forfeited if the undersigned fails to execute the contract in conformity with specifications stated herein.

B. The successful bidder further agrees to provide a Performance Bond in an amount equal to one hundred percent (100%) of the total contract cost included in the bid submission.

## **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, equipment 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 in advance.
- 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. 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, Contractor Information (page 2, II) and Bid Security/Performance Bond 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, by **3:00 P.M. on August 10, 2021.**

### **5. Questions:**

Submit all project questions to Ray Hakola, Town Facilities Manager, [facilities@townoflapointewi.gov](mailto:facilities@townoflapointewi.gov), 715-747-6855 and all other questions to Michael Kuchta, Town Administrator at [administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov) or call 715-747-6914.

## ATTACHMENTS

**Bid Cover Page.....8**

**Bid Signature Page.....9**

**Final Drawings.....Attachment C**

**Plumbing Drawings.....Attachment D**

**Plumbing Fixtures.....Attachment E**

**Plumbing Plan Review.....Attachment F**

**Light Fixtures.....Attachment G**



**ATTACHMENT B - SIGNATURE PAGE**

\_\_\_\_\_  
**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.