



Purchasing Department

730 Wisconsin Avenue

Racine, WI 53403

262-636-3700

fax: 262-636-3763

ELECTRONIC INVITATION TO BID

February 7, 2018

Dear Bidding Agent:

I would like to take this opportunity to inform you that Racine County will be seeking bids for the Demo of 209 North Main Street Burlington Project, Project No. RC18-5001.

I invite you to review the project advertisement copy that has been included in this invitation for additional details.

In general, but not limited to, work would consist of demolition of the building, capping underground utilities, permits, disposal of materials, site grading and limestone topping at the existing Western Racine County Service Center located at 209 North Main Street in the City of Burlington.

Building demolition work will commence after a separate project to provide abatement services to remove roofing sections and wall covering plaster is completed. It is anticipated that the abatement work will take place during May / June of 2018.

Please contact Karl Jeske, Superintendent of Buildings & Facilities Management at 262-636-3104, menu selection 6, to set up a site visit.

Thank you in advance for your interest and I look forward to reviewing your bid.

Sincerely,

Duane McKinney
Racine County
Purchasing Coordinator

PROJECT SPECIFICATION
PROJECT NO. RC18-5001

DEMO AT 209 NORTH MAIN STREET, BURLINGTON WI

I. PROJECT OVERVIEW

This request covers the capping of water and sewer lines and demolition, removal, disposal and filling in of the building foundation hole at 209 North Main Street in the City of Burlington, in accordance with the Scope of Work. The successful Contractor shall furnish all labor, materials, and equipment necessary to complete the work.

Contractors must satisfy themselves, by examination of the site and by such other means as may be necessary, of the conditions and obstacles to be encountered and quantity of work to be done. After the submission of the quote, no complaint or claim that there was any misunderstanding as to the quantities, conditions or nature of the work will be entertained and no extra compensation shall be allowed by reason of any matter or thing concerning which such Contractor should have been informed prior to the quoting.

Submission of a quote constitutes certification that the Contractor has examined the site and is satisfied as to the existing conditions under which the work shall be accomplished.

II. INSTRUCTIONS TO BIDDERS

A. BIDDER'S QUESTIONS

Bidders are reminded to carefully examine the bid and specifications upon receipt. If the Bidder does not fully understand the request or is in doubt as to the County's ideas or intentions concerning any portion of the Work/Bid, the Bidder shall submit any/all questions (in writing) to Karl Jeske, Superintendent of Buildings & Facilities Management NO LATER than 1:00PM Thursday February 22, 2018 via e-mail for interpretation or correction of any of the printed material.

E-mail: karl.jeske@racinecounty.com

Answers to all questions will be sent to qualified Bidders by 1:00PM Monday February 26, 2018 in the form of a bid addendum. If necessary, and at the County's sole discretion, an extension will be made to the bid opening date.

B. ADDENDA

Any changes made as a result of a written request will be issued via bid addenda to all qualified prospective bidders and if necessary, an extension will be made to the bid opening date. Addenda will be sent by email to all Bidders who possess specifications. Bidders who do not indicate receipt of addenda on the Bid Form may have their bids rejected.

C. METHOD OF BID

Bidders will submit their responses to the request on the Bid Form provided. A legally authorized representative of the bidder will sign the Certification of Vendor page. Bids written in pencil or in a format other than the attached worksheets will be rejected. Erasures or corrections of mistakes on Bid Form will be initialed or signed by contractor.

Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

D. INCURRING COSTS

Racine County is not liable for any costs incurred in replying to this IFB.

E. DUE DATE

Completed bids are to be received by 2:00PM local time on Wednesday, February 28, 2018 in the office of the Racine County Purchasing Coordinator. The bids will then be publicly opened and read aloud. Sealed bids received after 2:00 pm central time as dictated by www.time.gov will be considered late, will not be accepted and will be returned unopened.

F. ADDRESSING OF BIDS

Bid responses shall be submitted in a sealed envelope. The sealed envelope shall be marked with bidder's return address and addressed as follows:

TO: Purchasing Coordinator
Racine County Courthouse
Room 430
730 Wisconsin Avenue
Racine, WI 53403

In the lower left-hand corner write:
"Demo 209 N Main Street – RC18-5001"

G. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or electronic request received from bidder prior to time and date fixed for bid opening. Negligence on the part of the bidder in preparing their bid response confers no right for withdrawal of the bid after it has been opened. Withdrawn bids will be returned unopened prior to the time and date set for bid opening.

H. AMENDMENTS TO BIDS

Each bidder will be allowed a period of twenty-four (24) hours after the time and date set for receipt of bids to notify the County in writing of a material mistake in the bid. Failure of bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the bidder of all rights and remedies relative to a material mistake.

Formal bid amendments thereto or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

I. BIDS BINDING – 120 DAYS

Unless otherwise specified, all formal bids submitted shall be binding for one hundred and twenty (120) calendar days following bid opening.

J. PROPRIETARY INFORMATION

All vendor-supplied materials, including the vendor's proposal, become the property of Racine County. Racine County will work with vendors to meet their confidentiality requirements, provided that they are within reason. All vendor confidential material must have each page clearly marked as confidential. Wisconsin "Open Records Laws" apply.

III. TERMS AND CONDITIONS

A. CONTRACT

A Racine County purchase order shall be issued by the Purchasing Department for the required work. **No work shall commence until purchase order or contract is issued.**

B. INSURANCE

1. The Contractor will for the duration of his operations or the operations of any of his subcontractors for this project and each subcontractor will for the life of his subcontract carry insurance, with carriers acceptable to the Owner, as follows:
 - a. Workman's Compensation, Employer's Liability and Occupational Diseases Insurance covering the Contractor's liability under all applicable laws and statutory limits.
 - b. Comprehensive General Liability: Including the Contractors Liability, Contractual Liability, Elevator Liability, Products including Completed Operations, all on occurrence basis with Collapse and Underground Property Damage, Products, including Completed Operations Liability will be kept in force for at least two years after the date of final completion.

Contractor's Liability Insurance, including Contractual Liability (Comprehensive General Liability Form):

General Liability:

Limits of Liability:

General Aggregate	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence.....	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

Umbrella Liability:

General Aggregate	\$2,000,000
Products and Completed Operations Aggregate.....	\$2,000,000

Bodily Injury and Property Damage:

Each Occurrence	\$2,000,000
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Personal and Advertising Injury

Each Occurrence	\$2,000,000
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- c. Compensated Automobile Liability: including non-ownership and hired care coverage as well as owned vehicles

Bodily Injury and Death:

Each Person	\$1,000,000
Each Occurrence	\$1,000,000

Property Damage:

Each Occurrence	\$1,000,000
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2. A Certificate of Insurance for each coverage required under this Contract showing the name of the Contractor, the name of the Insurance Company, the type of Insurance, the policy number, the effective date, the expiration date, the limits of liability, a description of the operation to which the coverage applied, and listing Racine County as an additional named insured will be furnished to the Owner before Work is started. This certificate of insurance will contain a provision requiring a minimum of ten (10) days notice of cancellation or material change. If any change or cancellation is made, Owner and Project Coordinator will be notified in writing.

C. INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to itself, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph / section.
2. In any and all claims against the Owner and its agents and employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph / section will not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.
3. The obligations of the Contractor under this paragraph / section will not extend to the liability of the Owner and its agents and employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions b the Owner and its agents and employees

D. USE OF PREMISES

1. The Contractor shall confine his equipment, the storage of materials and the operations of his workmen to the limits of the work area or in accordance with the directions of the County, laws, ordinances and permits, and shall not unreasonably encumber the premises with his materials. All construction materials, shelter, vehicle parking and storage shall be confined to site. Locations of such storage shall be approved in advance by County.
2. The County shall have the right to use or occupy the premises and use the whole or any part of the work as is possible without interference with the work prior to its final acceptance. Such use is not to be taken as an acceptance by the County of the whole or any part of the work performed under this contract.

E. COMPLETION DATE

1. All work shall commence within ten (10) calendar days from the order to proceed. Contractor will perform all work in un-interrupted weekday sequence. The Contractor shall make due allowance for all probable difficulties that may be encountered.
2. Time is of the essence. In the event all the work required of the Contractor under the contract is not fully completed within the time limit herein and such nonperformance continues for three (3) days after the expiration of said time limit, the County shall have the absolute right without notice and without advertising for quotes, to hire a replacement Contractor, charge the cost of the work performed by the replacement Contractor against the successful bidder and deduct the amount of such cost from any monies due the successful bidder.

F. PAYMENTS

Payment for services rendered, less any amounts to be deducted for failure to comply with the contract, will be made by Racine County after a final inspection has been made by the County Buildings & Facilities Management Division.

G. LIEN WAIVERS

1. If Contractor requires multiple payments, all requests will be only for work completed at date of application. Lien Waivers will be provided.
2. All necessary lien waivers are required with each request for payment. Lien waivers for first pay request total may be submitted at time of second pay request only if approved by Owner. Accurate sequencing henceforth will be followed. Final lien waivers will be processed and ready for distribution to Owner prior to final payment being processed.

3. All Lien waivers will contain the following language, clearly typed:

“Except for retainage, if applicable, there are no outstanding Claims made against the Owner and/or its lenders and guarantors, or the Project, in connection with the work performed in the construction of the Project through the Period Date, except as set forth in Exhibit A attached hereto, if any, and no such claims set forth on Exhibit A have been included in the Application for Payment dated as of the Application Date.”

H. BONDS

1. BID BONDS

- a. Each Bid must be accompanied by a certified check, bank draft or bank check payable to Racine County or a Bid Bond in the amount of 5% of the total bid, to be retained by and become property of Racine County in the event that the bidder should fail to execute the contract and contract bond within ten days after being notified of acceptance the of bid. The surety executing the bid bond must be licensed to do business in the State of Wisconsin.
- b. A certified and current copy of the power of attorney will be affixed to each bid bond by the person executing it on behalf of the surety. The company executing the Bid Bond must be licensed to do business in the State of Wisconsin.
- c. The apparent successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten days after receipt of notice of bid acceptance, will forfeit to the Owner, as actual damages for such failure or refusal, the security deposited with his bid, it being expressly understood and agreed that such damages would arise out of delay from the necessity to re-bid the Work including the difference between subsequent bids and the apparent successful bidder's bid, or would result from the difference between the next responsible bidder and the apparent successful bidders' bid. Should actual damages total less than the forfeited bid deposit, the difference will be refunded to the apparent successful bidder within 30 days of the date when a contract is executed with the actual successful bidder.
- d. All check deposits will be refunded within twenty (20) days after signing of contract and bond by the successful bidder.

2. PERFORMANCE & PAYMENT BONDS

- a. The Contractor, upon signing the contract, is required to furnish a Performance and Payment Bond, in the form required by the Owner and executed by the Contractor as principal and by a surety company satisfactory to the Owner, in an amount equal to 100% of the contract price.
- b. In the event the Contractor fails to furnish such Bonds as above required within ten (10) days from the date of written notice by the Owner, the Owner may, at its sole option, declare this entire Contract null and void, notwithstanding any partial performance hereof by the Contractor, except that in such event, the Owner will compensate the Contractor for the reasonable value of any Work performed by the Contractor prior to such declaration.
- c. Should the surety become irresponsible during the time the Contract is in force, the Owner may require additional and sufficient sureties and the Contractor will furnish same to the satisfaction of the Owner within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as hereinafter provided.

I. DISPOSAL COSTS

Contractor's costs for disposal of material shall be included in the Contractor's quoted price for the work described here. No extra or additional payment will be made for disposal costs.

J. SECURITY

Contractor shall provide security to protect Work and existing facilities from unauthorized entry, vandalism and theft.

K. PERMITS, CODES AND ORDINANCES

1. Contractor shall, at his own expense, obtain all necessary permits and licenses and comply with municipal and State laws, ordinances and regulations.
2. Should any change in the plan and scope of work be required to conform to law and /or ordinances, Contractor shall notify the County before submitting his quote. After entering into a contract, the Contractor shall be held to complete all work necessary to meet the above local requirements without extra expense to the County.

L. STANDARDS AND JOB SITE SAFETY

1. Contractor shall perform all work in accordance with the best present-day practices and conform and test in accordance with the applicable sections of the latest revisions of the codes and standards listed in the scope of work. In the event of a conflict between the referenced codes, standards, scope of work and plans, the one establishing the most stringent requirement will be followed.
2. Contractor shall be totally responsible for initiating, instituting, enforcing, maintaining and supervising all safety precautions and job site safety programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of all its employees and all other persons who may be on the job site. In that regard, Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations and order of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain as required by existing conditions and the progress of the work, all reasonable safeguards for safety and protection, including posting of danger signs and other warnings against hazard, promulgating safety regulation and notifying owners and users of adjacent utilities. County does require that Contractor comply, at a minimum, with the safety regulation of County as set out in the scope of work for this contract, in order to protect County's employees who may be on the job site.
3. Enactment of safety precautions and regulations; placement and provision of safety material, barricades, etc.; and use or provision of all required safety equipment shall be the sole responsibility of the Contractor whose employees or subcontractors are exposed to the applicable hazard or whose work endangers surrounding persons, property, equipment, contractors, etc.

M. PROTECTION AND RESTORATION OF PROPERTY

1. Contractor shall use every reasonable precaution to prevent damage to or destruction of public or private property such as but not limited to poles, fences, all overhead structures (such as wires and cables), underground structures (such as water and gas mains), pipes, conduits and shutoff boxes outside the construction limits.
2. All paved surfaces, curbs, gutters, driveways, driveway approaches and all other surface features located within the public right of way that are disturbed or damaged

during the Work shall be replaced as currently specified in the State of Wisconsin Standard Specifications for Road and Bridge Construction.

3. Where traffic lanes are temporarily obstructed, including reducing the traveled way to one lane, a minimum of two (2) flagmen shall be posted by the Contractor to maintain and control traffic flow.
4. All traffic control devices shall be monitored and maintained on a continuous basis during the performance of the Work and not less than once a day at the end of the work day.
5. Space created by removal of facility, slab, or other possible materials will be filled with compacted crushed limestone.

N. INSPECTION / CLOSE OUT PROCEDURES

1. All materials used and all work completed by the Contractor shall be subject at all times to the examination, observation and approval of the County.
3. At their discretion, the County shall have the authority to suspend work that does not comply with plans and scope of work and reject non-complying work and materials provided, however, that the failure of such inspector to reject non-complying work and material shall not constitute a waiver by County of any rights of County.
4. For final acceptance, the County shall make an inspection of the work included in the contract as soon as practical after notification by the Contractor that such work has, in their opinion, been completed and final cleanup has been performed. Should the inspection disclose any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of the same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

IV. SCOPE OF WORK

A. GENERAL REQUIREMENTS

Work covered by this quote consists of capping of water & sewer lines, demolition, removal and disposal of building materials, contents, utilities and other appurtenances at the building located at 209 North Main Street in the City of Burlington.

B. REGULATORY REQUIREMENTS

Contractor shall:

1. Conform to City of Burlington Municipal Code, State of Wisconsin Building Code and any other Federal, State or Municipal codes for demolition of structures, safety of adjacent structures, dust control and runoff control.
2. Conform to requirements of Wisconsin Department of Natural Resources for the transporting and disposal of materials removed from site.
3. Procure all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Copies of all written notices and permits shall be submitted to the County prior to the commencement of demolition.

4. Notify Digger's Hotline for location and staking of all utilities on and adjacent to site prior to start of work.
5. Contact underground utility companies servicing the site prior to start of Work to verify that all services to site are turned off or capped at the property line or in the street.
6. Contact WE Energies prior to start of Work to verify their requirement for protection of pole line and overhead wire to remain.
7. Conform to all applicable local, State and Federal rules and regulations applicable to the removal of hazardous or contaminated material to be removed from the site.
8. Provide and maintain required sanitary facilities.

C. DEMOLITION REQUIREMENTS

Contractor shall:

1. **Notify the Karl Jeske, Buildings & Facilities Management Division at 262-636-3104, Menu selection 6 at least three (3) working days in advance of the commencement of the demolition work.**
2. Excavate water, sanitary sewer, and storm sewer lines at property line and disconnect and plug in accordance with City of Burlington requirements.
3. Conduct demolition and razing operations with minimum interference to public or private access or property.
4. **Not** use explosives.
5. Remove and promptly dispose of all contaminated, vermin infested or dangerous materials encountered on site.
6. Notify County before backfilling of the foundation or any other area.
7. **Not** bury materials on site.
8. **Immediately** notify the County of any suspected hazardous materials prior to disturbing.

D. BUILDING DEMOLITION

Contractor shall:

1. Demolish building located on site. Contractor shall provide for removal, demolition and disposal of building resulting with a clean site matching pre-existing grades.
2. Remove footings and foundation walls or other walls to a minimum of four (4) feet below existing grade.
3. Remove and dispose of concrete floors and slabs on grade.
4. Upon completion of building demolition, backfill entire footprint of building and surrounding disturbed area and compact limestone backfill material.

E. CLEANING DURING DEMOLITION

Contractor shall:

1. Control accumulation of waste materials and rubbish and dispose off-site on a daily basis.
2. Be responsible to keep all streets, drives and parking lots in the area free from mud, clay, gravel and other materials that vehicles or equipment may track or scatter onto them, or that may be deposited by uncontrolled drainage of water directly onto streets or drives. Contractor shall be responsible for this work during the entire project.
3. Maintain traveled road surfaces in a clean and safe condition on a daily basis. Construction materials caused by spills and other demolition activities shall be removed from the traveled way as soon as feasible by the Contractor.

F. BACKFILLING AND COMPACTION

1. Backfill labor & materials shall be included in the Contractor's base quote.
2. All areas shall be backfilled to grade with specified unfrozen materials.
3. Standard industry demolition and City of Burlington requirements for backfill.

V. **AWARD INFORMATION**

A. COMPLIANCE WITH REQUEST

Bids submitted must be in strict compliance with the terms of the request. Failure to comply with all provisions of the request may result in disqualification

B. CONDITIONS OF AWARD

By submitting a bid, the vendor thereby agrees that Racine County's decision concerning any submittal is final, binding, and conclusive upon it for all purposes, and acknowledges that Racine County in its sole and unqualified discretion may waive or deviate from the procedures and/or timetable described in the request. All materials submitted become the property of Racine County and may be available to the public.

The County of Racine, through its duly authorized agents, reserves the right to reject any or all bids, to waive all technicalities, and to accept the bid deemed most advantageous to Racine County. All vendors, by submission of their respective bids, agree to abide by the rules, regulations, and procedures of Racine County.

C. AWARD

It is the intent of the county to award the contract to the lowest responsible bidder provided the Bid has been submitted in accordance with the requirements of the contract documents and does not exceed the funds available. Intent to award will not be made and a contract will not be executed until Racine County, at its sole discretion, accepts the bid.

In the determination of the lowest responsible bidder, the county reserves the right to take into account and give reasonable weight to (a) the extent of the bidder's experience on work of the nature involved and (b) the probability of the contract being carried to successful completion within the time specified by the methods and with the equipment the bidder proposes to use.

D. TIE BIDS

If two (2) or more bidders submit identical bids, the decision of the county to make award to one or more of such bidders shall be final.

E. DISQUALIFICATION

Award will not be made to any person, firm, or company in default of a contract with Racine County, or to any vendor having as its sales agent, representative or any member of the firm, any individual previously in default or guilty of misrepresentation.

BID FORM
RC18-5001

DEMO AT 209 NORTH MAIN STREET, BURLINGTON WI

CERTIFICATION OF CONTRACTOR

The undersigned bidder, duly sworn, is an authorized representative of the firm named below; that the bidder has examined and carefully prepared the proposal from the plans and specifications and has checked the same in detail before submitting this proposal; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

Company: _____

Signature: _____

Typed/Printed Name: _____

Title: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-Mail: _____ Date: _____

BID GUARANTEE

Include 5% of the total bid through formal bond or company check payable to Racine County.

BASE QUOTE

To complete all work as required to demo 209 N Main Street Burlington in accordance with the specifications and including the disposal cost of all materials is as follows:

_____ Dollars ... (\$_____)

INFORMATION BID

Number of continuous calendar days to complete all work after purchase order/contract execution:

Calendar Days _____