



**CITY OF SUN PRAIRIE**

**REQUEST FOR BIDS**

**Radio Communications Cabinet Installation**

**RFB# 23-BM34**

Date Issued: Monday, July 17, 2023

**SUBMIT RFB TO**

City of Sun Prairie

Finance Department

300 E Main St

Sun Prairie, WI 53590

**SUBMISSION DEADLINE**

Wednesday, August 16, 2023, 2:30 PM

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**OFFICIAL NOTICE**  
**CITY OF SUN PRAIRIE, WISCONSIN**  
**RFB – 23-BM34**

The City of Sun Prairie Building Maintenance Department will receive written bids for Radio Communications Cabinet Installation until 2:30 p.m. local time, 08/16/2023 at the City Clerk's Office, 300 East Main Street, Sun Prairie, Wisconsin, 53590, at which time the bids will be publicly opened and read aloud.

Bids are invited on the following work:

**Objective:** Installation of Radio Communications Cabinet

**Scope of Work:**

- Install new radio cabinet at **991 N Bird St. Sun Prairie, WI 53590**
- Pour new concrete pad
- Install new cabinet
- Ground tower
- Install 200 amp meter socket
- Install 100 amp load center
- Wire electrical into radio cabinet
- Landscape restoration

See pages 28-32 for installation specs. There is not a mandatory walkthrough for this project.

Please contact the building maintenance department at [BMdept@cityofsunprairie.com](mailto:BMdept@cityofsunprairie.com) to schedule a showing.

Please contact Kristy Thao at [kthao@cityofsunprairie.com](mailto:kthao@cityofsunprairie.com) with questions by August 4, 2023 and answers will be posted on the bid distribution networks by August 9, 2023.

Plans and bid documents are published on bid distribution networks DemandStar and VendorNet.

No bid shall be considered unless accompanied by a certified or cashier's check or bid bond equal to 10% of the bid amount payable to the City of Sun Prairie as a guarantee that if their bid is accepted, the bidder will execute and file a Contract within ten (10) days after such acceptance. The accepted bidder will execute and file the Agreement and the Performance and Payment Bonds in the amount equal to 100% of the bid amount within ten (10) days of Notice of Award.

All applicable charter and statutory provisions are incorporated into said Contract. The successful bidder shall be required to conform to all Federal and State OSHA requirements, as well as to the extent necessary, to comply with David-Bacon and/or Wisconsin Prevailing Wage Laws.

The City of Sun Prairie reserves the right to reject any or all bids or to waive any informalities in the bidding process.

Bids may be held by the City of Sun Prairie for a period not to exceed sixty (60) days from the bid opening for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding of the Contract.

**Publication dates:** Friday, July 14, 2023 and Friday, July 21, 2023

## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract, have meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (based on Owner's evaluation as thereafter provided) makes an award. The term "Bidding Documents" includes the Official Notice, Instructions to Bidders, the Bid Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

### **2. COPIES OF BIDDING DOCUMENTS**

- 1.1** Complete sets of Bidding Documents must be used in preparing Bids; neither the City nor the Building Maintenance Department assumes any responsibility for errors in misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 1.2** The City and Building Maintenance Department in making copies of bidding documents available on the above terms do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

### **3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the work, each Bidder must be prepared to submit within five days of the City's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualifications to do business in Wisconsin or covenant to obtain such qualifications prior to award of the contract.

### **4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 4.1** It is the responsibility of each Bidder before submitting a Bid to:
  - a. Examine the Contract Documents thoroughly,
  - b. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work. Bidder is responsible for the final and complete accurate measurement of all areas of the work and must submit their bid based on their measurement.
  - c. Consider Federal, State, and local laws and regulations that may affect cost, progress, performance or furnishing of the work;
  - d. Study and carefully correlate Bidder's observations with the Contract Documents, and
  - e. Notify the Finance Department of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2** On request in advance, the City will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall clean up and restore the site to its former condition upon completion of such explorations (if any).
- 4.3** The submission of a Bid will constitute an incontrovertible representation by Bidder that the Bidder has complied with every requirement of Article 4, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the

Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

**5. INTERPRETATIONS AND ADDENDA**

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to Finance Interpretations or clarifications considered necessary by the Building Maintenance Department in response to such questions will be issued by Addenda mailed to all parties recorded by the Finance Department as having received the Bidding Documents.
- 5.2 All requests for interpretation must be received at least five days prior to the date fixed for the opening of Bids. Addenda will be mailed no later than three days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligations under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.
- 5.3 Oral and other interpretations or clarifications will be without legal effect.
- 5.4 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City or the Building Maintenance Department.

**6. CONTACT INFORMATION**

The City of Sun Prairie Building Maintenance is the procuring agency:

Kristy Thao  
City of Sun Prairie Building Maintenance  
300 E Main St  
Sun Prairie, WI. 53590  
Phone: (608) 825-0707  
Fax: (608)  
kthao [@cityofsunprairie.com](mailto:kthao@cityofsunprairie.com)

**7. BID SECURITY**

- 7.1 Each Bid must be accompanied by bid security made payable to Owner in an amount of ten (10) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached) issued by a surety meeting the approval of the City.
- 7.2 The Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, the City may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of the seventh (7<sup>th</sup>) day after the effective date of the Agreement or the sixty-first (61<sup>st</sup>) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with bids that are not competitive will be returned within seven (7) days after the Bid opening.

## **8. CONTRACT TIME**

The numbers of days within which, or the dates by which, the work is to be substantially completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

## **9. LIQUIDATED DAMAGES**

Provisions for liquidated damages, if any, are set forth in the Agreement.

### **9.1 SUBSTITUTE OR "OR-EQUAL" ITEMS**

The contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Building Maintenance Supervisor application for such acceptance will not be considered by the Building Maintenance Supervisor, until after the effective date of the Agreement.

## **10. SUB-CONTRACTORS, SUPPLIERS AND OTHERS**

**10.1** If the Supplementary Conditions require the identity of certain Sub-Contractors, suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to the City in advance of the specified date prior to the effective date of the agreement, the apparent successful Bidder, and any other Bidder so requested, shall within seven days after the bid opening submit to the City a list of all such Sub-Contractors, suppliers and other persons and organizations proposed for those portions of the work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Sub-Contractor, supplier, other person or organization, either may before the Notice of Award is given request the apparent successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent successful Bidder declines to make any such substitution, the City may award the contract to the next lowest Bidder that proposes to use acceptable Sub-Contractors, suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Sub-Contractor, supplier, other person or organization listed and to whom the City or the Building Maintenance Supervisor does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the City and the Building Maintenance Supervisor subject to revocation of such acceptance after the effective date of the Agreement.

**10.2** In contracts where the Contract Price is on the basis of cost of the work plus a fee, the apparent successful Bidder, prior to the Notice of Award, shall identify in writing to the City those portions of the work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with the City's written consent.

**10.3** No Contractor shall be required to employ any Sub-Contractor, supplier, other person or organization against which Contractor has reasonable objection.

## **11. INCOME TAX**

All Bidders, whether a corporation, partnership, or individual, who are nonresidents of the State of Wisconsin, shall comply with Section 71.10 (14) of the Wisconsin Statutes.



## 12. SALES AND EXCISE TAX

The city of Sun Prairie and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax. Each Bid shall include all taxes in effect at the time the Bid is submitted. Bidders who are uncertain as to what items are subject to tax, or who required further explanation or clarification, are requested to contact the Wisconsin Department of Taxation, State Office Building, Madison, Wisconsin. If the tax laws are subsequently amended by legislation during the life of this Contract, the Contract will be adjusted to reflect the net change caused by such amendment.

## 13. BID FORM

- 13.1 The Bid Form is included with the bidding documents. The Bid must not be separated from the attached volume.
- 13.2 All blanks on the Bid Form must be completed in ink. The price of each item on the form must be stated in words and numerals. In case of a conflict, words will take precedence.
- 13.3 Bids by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation must be shown below the signature.
- 13.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and official address for the partnership must be shown below the signature.
- 13.5 All names must be printed below the signature.
- 13.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 13.7 The address and telephone number of communications regarding the Bid must be shown.
- 13.8 All Bids must be signed before a Notary Public or other Officer authorized to administer oaths.

## 14. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by the bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

**Bidder is responsible for the final and complete accurate measurement of all areas of the work and must submit their total square yards bid based on their measurement.**

No bid will be considered which is received after the closing time.

## 15. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

## **16. OPENING OF BIDS**

Bids will be opened and (unless obviously non-responsible) read aloud publicly. An abstract of the amounts of the base bids and major alternates (if any) will be made available to Bidders after the opening of Bids. Upon opening of bids, the city of Sun Prairie shall become the owner of all submitted bids and bids are subject to open records requests.

## **17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All Bids will remain subject to acceptance for sixty days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

## **18. PUBLIC RECORD LAW COMPLIANCE**

It is the intention of City to maintain an open and public process in the solicitation, submission, review, and approval of contacts.

- a. The parties acknowledge that City is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 and 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials, gathered or produced or modified pursuant to this Contract to City, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold City, its agents, officials and employees harmless and to indemnify them and City for all costs, fees, including all reasonable attorney fees and expenses of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which City or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Agreement.
- b. Any Public Records Law request received directly by a contractor related to this Contract with City shall immediately be reported to the City Administrator.

## **19. AWARD OF CONTRACT**

**19.1** The City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the project to make an award to the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City.

**19.2** Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 19.3** Bids which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders may be rejected at the option of the City.
- 19.4** In evaluating Bids, the City will consider the qualifications of the bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.5** The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.
- 19.6** The City shall be satisfied that the Bidder involved:
1. maintains a permanent place of business;
  2. has adequate plant equipment to do the work properly and expeditiously;
  3. has a suitable financial status to meet obligations incident to the work;
  4. has appropriate technical experience; and
  5. can submit a satisfactory performance record.
- 19.7** The City may consider the qualifications and experience of Sub-Contractors, suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Sub-Contractors, suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The City also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.
- 19.8** The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Sub-Contractors, suppliers, and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to the City's satisfaction with the prescribed time.
- 19.9** If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the City indicates to the City that the award will be in the best interest to the project.
- 19.10** If the contract is to be awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

## **20. CANCELLATION**

The City of Sun Prairie reserves the right to cancel any contract in whole or part without penalty due to no appropriation of funds or for failure of the Contractor to comply with the terms, conditions, and specifications of this contract.

## **21. CONTRACT SECURITY**

When the successful Bidder delivers the executed Agreement to the City, it must be accompanied by the required performance and payment bonds.

## **22. SIGNING OF AGREEMENT**

When the City gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the City with the required Bonds. Within 10 days thereafter the

City shall deliver one fully signed counterpart to Contractor. In case the successful Bidder fails to sign the Agreement within the above prescribed time, the City may at its' option consider that the Bidder has abandoned the contract, in which case the Bid security accompanying the Bid shall become the property of the City.

**23. TERMINATION OF CONTRACT**

The City of Sun Prairie may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the Contractor. Upon termination, the agency's liability will be limited to the pro rata cost of the services performed as of the date of the termination plus expenses incurred with the prior written approval of the agency. In the event that the Contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 30 days of said termination, all payments made hereunder by the agency to the Contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the Contractor to the agency not less than 30 days prior to said termination.

**24. PAYMENT TERMS AND INVOICING**

The city of Sun Prairie normally will pay properly submitted vendor invoices within 30 days of receipt providing goods and/or services have been delivered, installed, and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including references to purchase order number and submittal to the correct address for processing. A good faith dispute creates an exception to prompt payment.

### **INDEMNIFICATION – Non-Construction**

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless City of Sun Prairie, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on City of Sun Prairie. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Sun Prairie, or City of Sun Prairie's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce and other right or obligation of indemnity that would otherwise exist as to the City of Sun Prairie under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Contractor shall reimburse City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers.

### **INSURANCE REQUIREMENTS – Non-Construction**

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

**Worker's Compensation and Employers Liability Insurance** – The Contractor shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor/Consultant shall provide statutory covers for work related injuries and employer's liability insurance with limits of \$1,000,00 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

**Commercial General Liability and Automobile Liability Insurance** – The Contractor/Consultant shall provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage** – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

**Limits** – The Contractor/Consultant shall maintain limits no less than the following:

1. General Liability – One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504 endorsement provided to the City of Sun Prairie) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability – Five million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

**Required Provisions** – The general liability and automotive liability policies are to contain or be endorsed to contain the following provisions:

1. The City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033 for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractor(s); products and completed operations of the Contractor(s); premises occupied or used by the Contractor(s); and vehicles owned, leased, hired or borrowed by the Contractor(s).
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Sun Prairie, its directors, officers, employees, or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty ((60) days) (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Sun Prairie.
7. Such liability insurance shall indemnify the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Sun Prairie, and shall have a minimum A.M. Best's rating of A- VII.

**Deductibles and Self-Insured Retentions** – Any deductible or self-insured retention must be declared to and approved by the City of Sun Prairie. At the option of the City of Sun Prairie, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

**Evidences of Insurance** – Prior to execution of the agreement, the Contractor shall file with the City of Sun Prairie, a certificate of insurance (Acord Form 25-S) signed by the insurer's representative as well as endorsements evidencing the coverage required by this agreement. CG 20 10 11 85 covers all bases OR Form CG 20 10 07 04 for ongoing work exposure and Form CG 20 37 07 04 for products-completed operations exposure. Contractor will also provide form CG 28 04 10 93, Earlier Notice of Cancellation with 30 days' notice.

Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

**Responsibility for Work** – Until the completion and final acceptance by the City of Sun Prairie of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

**Sub-Contractors** – In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

**BID FORM**  
**CITY OF SUN PRAIRIE, WISCONSIN**

**RFB – 23-BM34 Radio Communications Cabinet**  
**Bids will no longer be received after 2:30 p.m., local time, 08/16/2023**  
**BID OPENING: 2:30 p.m., local time, 08/16/2023**  
**City Hall 300 E. Main St. Second Floor Caucus Room**  
**PROPOSAL TO THE CITY OF SUN PRAIRIE, WISCONSIN**

In conformity with the Official Notice listed herein, the undersigned Bidder, having examined the site of the work and the Contract Documents, and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed thereunder, and agrees to execute the proposed contract and furnish the required bonds for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

The undersigned bidder deposits herewith cash, a certified check payable to the City of Sun Prairie, or an approved license surety corporation bid bond, when a bond is indicated in said notice, in the sum designated in said notice, and hereby agrees that in the event the undersigned bidder shall fail to execute in triplicate the Contract with approved licensed corporation bonds bound thereto and return same to the office of the Building Maintenance Supervisor within 10 calendar days after the date appearing on the written notice by the Building Maintenance Supervisor of acceptance of his bid, or extension thereto as the Building Maintenance Supervisor only may deem reasonable, then said cash or certified check shall be retained by and become the property of the City of Sun Prairie and liquidated damages or said bond shall be pre-secured in the name of said City of Sun Prairie and judgment recovered thereon for the full amount of the penalty thereon as liquidated damages, in any court having jurisdiction of the actions; otherwise said cash or certified check shall be refunded or the bid bond shall be void.

In case of obtaining the award, the undersigned bidder will employ, subject to the approval of the Finance Department, the following Sub-Contractors, with the class of work to be performed by each, which list shall not be added to nor altered without the written consent of the Finance Department.

Name of Proposed Sub-Contractor	Class of Work



**PROPOSAL**

**SECTION 1: PROPOSED PRICES FOR SPECIFIED WORK**

The following pages list the estimated quantities for the specified work. Complete both the written and numerical spaces for each item listed.

**Bidder is responsible for the final and complete accurate measurement of all areas of the work and must submit their total square yards bid based on their measurement.**

**SECTION 2: SUPPLEMENTAL FIXED PRICES**

(For use when any of the following pay items are not included in the proposed prices for specified work.)  
See enclosed Schedule, if included.

**SECTION 3: TIME OF COMPLETION**

We the undersigned, if awarded the contract, agree that we will expedite all required work, furnish sufficient workers, equipment and tools, and so prosecute the work as to complete all work in proper and required sequence to the work of all other parties in accordance with that stated herein.

The project as outlined in the Contract Documents shall be complete by **11/01/2023**. If this date is not met, the successful bidder shall pay as liquidated damages the sum of \$500 per day for each day of delay after

- a) Begin Project: \_\_\_\_\_
- b) Complete Project: \_\_\_\_\_

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the time specified in the Agreement.

**SECTION 4: ADDENDUM RECEIPT**

We acknowledge the receipt of the following Addenda:

**NUMBER AND DATE OF ADDENDUM**

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**SECTION 5: BID SECURITY**

The following documents are attached to and made a condition of this Proposal Bid Form:

Required Bid Security in the form of \_\_\_\_\_

(Bond or Certified Check)

in the amount of \_\_\_\_\_ Dollars

(Written)

and \_\_\_\_\_ Cents, \$ \_\_\_\_\_

(Written)

(Numerical)

as required by these Contract Documents.

**SECTION 6: COMMENCEMENT OF WORK**

The Contractor will commence the work required by the Contract Documents within fourteen (14) days after the date of NOTICE TO PROCEED and will complete the same by the date set forth in the Contract Documents.

The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the various prices as set forth in the bid of these Contract Documents.

The Owner will pay the Contractor in the manner, at such times, and in the amounts as required by the Contract Documents.

This Agreement shall be binding unto all parties hereto and their respective heirs, executors, administrators, successors, legal representatives, and assigns in respect to all covenants, agreements and obligations contained in the Contract Documents.

**SECTION 7: TIME OF COMPLETION**

The undersigned agrees that they will expedite all required materials, furnish sufficient workers, equipment and tools, and so prosecute the work as to complete all work in proper and required sequence to the work of all other Contractors in accordance with that stated herein.

The project as outlined in the Contract Documents shall be complete by 11/01/2023. If this date is not met, the undersigned agrees to pay as liquidated damages the sum of \$500 for each consecutive day of delay after 11/01/2023.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to the CONTRACTOR, and two counterparts have been delivered to the OWNER. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

**SECTION 8: PAYMENT TERMS**

Will the Contractor accept credit card for payment without any additional fees?  Yes  No

Will the Contractor accept Electronic Funds Transfer (EFT) for payment?  Yes  No

Completed W-9 attached?  Yes  No

**SWORN STATEMENT OF BIDDER  
AS REQUIRED BY  
WISCONSIN STATUTE 66.29 (7)**

I, being duly sworn at \_\_\_\_\_  
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

Signature \_\_\_\_\_

Title \_\_\_\_\_

This proposal submitted by \_\_\_\_\_  
(Name of Company)

Bidder, of  
\_\_\_\_\_  
(Address) (City) (State)

Telephone Number ( ) \_\_\_\_ - \_\_\_\_ a \_\_\_\_\_,  
(Corporation, Partnership, Etc.)  
to the City of Sun Prairie, Wisconsin, submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Print Name of Bidder)

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

Questions regarding this bid should be submitted to:

Name of Office Completing bid form: \_\_\_\_\_

Phone Number, if different than above ( ) \_\_\_\_ - \_\_\_\_

\_\_\_\_\_  
Subscribed and sworn to me this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**RFB – 23-BM34**

**BID PROPOSAL**

**Bidder is responsible for the final and complete accurate measurement of all areas of the work and must submit their total bid based on their measurements.**

Prepare the Bid proposal to include the following:

1. All Inclusive – Covers all direct and indirect necessary expenses for each job.
2. Not to exceed –

Total Bid Contract \_\_\_\_\_ \$ \_\_\_\_\_  
(Written) (Numerical)

**TEN (10) % BID BOND**

(The following 10% Bid Bond is to be executed and submitted with the bid.)

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** \_\_\_\_\_ (hereinafter called the Principal) as Principal and the a corporation created and existing under the laws of the State of \_\_\_\_\_, with its' principal office in the City of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto \_\_\_\_\_ (hereinafter called the Owner, in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), good and lawful money of the United States of American, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Owner shall make any award to the Principal for \_\_\_\_\_ according to the terms of the Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Owner in accordance with the terms of said Bid and award and shall give Bond for the faith performance thereof with \_\_\_\_\_. Surety or Sureties approved by the Owner; or if the Principal shall, in case of failure so to do, pay to the Owner the amount of this Bond, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Principal

\_\_\_\_\_  
(IF INDIVIDUAL OR FIRM)

**ATTEST:**

\_\_\_\_\_  
(IF CORPORATION)

\_\_\_\_\_  
(Corporate Surety)

By \_\_\_\_\_

Attest: \_\_\_\_\_

### INSTRUCTIONS FOR EXECUTING THE CONTRACT

If the contract is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary of Assistant Secretary under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted and the contract should be signed with his official signature. Please have the name of the signing party printed under all signatures to the contract.

If the Contractor should be a partnership, each partner should sign the contract. If the Contract is not signed by each partner, there should be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to sign such contract for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor by operating under a trade name) should be indicated in the contract and the contract should be signed by such an individual. If signed by other than the Contractor there should be attached to the contract a duly authenticated Power of Attorney evidencing the signer's authority to execute such a contract for and in behalf of the Contractor.

If the Contractor is a corporation, the following certificate should be executed:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_

Secretary of the corporation named as Contractor herein above; that who signed foregoing contract on behalf of said corporation was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is written within the scope of its corporate powers.

\_\_\_\_\_  
(CORPORATE SEAL AND SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(NAME OF CONTRACTOR)

\_\_\_\_\_  
(ADDRESS OF CONTRACTOR)

a \_\_\_\_\_ hereinafter call Principal, and

\_\_\_\_\_  
(NAME OF SURETY)

\_\_\_\_\_  
(ADDRESS OF SURETY)

hereinafter called Surety, are held and firmly bound unto

City of Sun Prairie  
300 East Main Street  
Sun Prairie, WI 53590

hereinafter called Owner, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION, is that such whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the City with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to terms of the Contract or to the Work to be performed thereunder of the Specification accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST**

_____	_____
(PRINCIPAL)	(PRINCIPAL)
	By _____
(SEAL)	_____
	(ADDRESS)
	_____

\_\_\_\_\_  
(WITNESS AS TO PRINCIPAL)  
\_\_\_\_\_  
(ADDRESS)  
\_\_\_\_\_

\_\_\_\_\_  
(SURETY)

**ATTEST**

_____	By _____
(SURETY) SECRETARY	(ATTORNEY IN FACT)
(SEAL)	_____
	(ADDRESS)
	_____

\_\_\_\_\_  
(WITNESS AS TO SURETY)  
\_\_\_\_\_  
(ADDRESS)  
\_\_\_\_\_

**NOTES:**

1. Date of Bond must not be prior to date of Contract. If Principal is a partnership, all partners should execute Bond.
2. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That: \_\_\_\_\_  
(NAME OF CONTRACTOR)

\_\_\_\_\_  
(ADDRESS OF CONTRACTOR)

a \_\_\_\_\_ hereinafter call Principal, and

\_\_\_\_\_  
(NAME OF SURETY)

\_\_\_\_\_  
(ADDRESS OF SURETY)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(NAME OF OWNER)

\_\_\_\_\_  
(ADDRESS OF OWNER)

hereinafter called Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION, is that such whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the City with or without notice to the Surety and during the one- year guarantee period, and if he/she shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to terms of the Contract or to the Work to be performed thereunder of the Specification accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST**

\_\_\_\_\_  
(PRINCIPAL)

By \_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(WITNESS AS TO PRINCIPAL)

\_\_\_\_\_  
(ADDRESS)

**ATTEST**

\_\_\_\_\_  
(SURETY) SECRETARY

By \_\_\_\_\_  
(ATTORNEY IN FACT)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(WITNESS AS TO SURETY)

\_\_\_\_\_  
(ADDRESS)

**NOTES:**

1. Date of Bond must not be prior to date of Contract. If Principal is a partnership, all partners should execute Bond.
2. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

## **CONTRACT**

### **SPECIAL PROVISIONS**

*The special provisions listed are intended to further define contract requirements. The complete set of bid documents for the project includes the City's Standard Specifications for Improvements. All Contractors must become familiar with all documents prior to submitting quotation proposals.*

#### **1. SCOPE AND LOCATION OF THE WORK**

See attached document (GenCom project drawings)

#### **2. AUXILIARY EQUIPMENT**

See page four(4) Official Notice of Bid