

OFFICIAL NOTICE

INVITATION FOR BIDS

Sealed bids will be received by the City Clerk/Treasurer of the City of Mineral Point, at her office, 137 High Street Suite 1, Mineral Point, Wisconsin until 2:00 p.m. on the 21st day of May, 2020 for:

**SALE & REMOVAL OF STRUCTURE
LOCATED AT 226 DOTY STREET,
MINERAL POINT, WISCONSIN**

and will be publicly opened and read immediately thereafter. Each bid must contain the full name or names of the party or parties making the same, with an affidavit as to interested parties, and, in the case of a corporation not chartered in Wisconsin, with a proper certificate that such corporation is authorized to do business in Wisconsin.

A "Pre-Bid Conference" will be held on April 15 2020 at 10:00 a.m. at the Mineral Point City Hall, 137 High Street, to discuss the project and answer any questions from prospective bidders. A "Pre-Bid Inspection" may be arranged by calling Bob Weier, Chief of Police, at (608) 987-2313. Such inspection appointment may be arranged between April 15 and May 13 at a mutually agreed upon time.

Copies of the Specifications, Instructions to Bidders, Forms of Proposals, and other contract documents are on file at the City Clerk/Treasurer's Office and at www.cityofmineralpoint.com and may be obtained without charge.

A bid bond or certified check of 5% shall be required of all bidders at the time the bid is received.

The City of Mineral Point reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept any bid it deems most favorable.

Erin M. Hirn
City Administrator
Mineral Point, Wisconsin

ADV: The Mineral Point Democrat

I. INSTRUCTION TO BIDDERS

Bids will be received by the City Clerk/Treasurer, City of Mineral Point, Wisconsin, in accordance with the "Invitation for Bids."

Each bid must contain the full name of every person or company interested in the same.

Bidders are required to use the printed bid forms that are included in this bid packet. Bidders shall also state in their bid the maximum number of calendar days after award of contract for performance. Bids shall be submitted in sealed envelopes addressed to the "City Clerk/Treasurer/Treasurer, City of Mineral Point, 137 High Street, Mineral Point, Wisconsin" and shall be plainly marked on the outside thereof, "SALE & REMOVAL OF STRUCTURE LOCATED AT 226 DOTY STREET" and shall bear the name of the bidder.

Bids shall be submitted prior to the time fixed in the "Invitation for Bids." Bids received after the time so indicated shall be returned unopened. Bids may not be withdrawn at any time. At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

The City of Mineral Point reserves the right to waive any informality in bids at its discretion and reserves the right to reject any and all bids. A contract shall be awarded to the lowest responsible bidder with the greatest offer to the City as soon as practicable after opening of bids, subject to the reservations of the preceding, and the bidder to whom an award is made shall enter into a contract with the City of Mineral Point within TEN (10) days after notification of award.

The City of Mineral Point is an Equal Opportunity Employer and prohibits, in accordance with the law, discrimination on the basis of race, color, religion, sex, national origin, ancestry, marital status, military service, age or disability. Minority Business Enterprises, Women Business Enterprises and Small Business Enterprises shall be afforded full opportunity to submit bids or proposals for this project.

During the performance of its contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, marital status, military service, age or disability. The Contractor shall take appropriate action to ensure that applicants are employed without regard to their race, color, religion, sex, national origin, ancestry, marital status, military service, age or disability. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

II. GENERAL CONDITIONS

SEALED BIDS

Sealed bids for the SALE & REMOVAL OF THE STUCTURE LOCATED AT 226 DOTY STREET, will be received by the City Clerk/Treasurer, City of Mineral Point, Wisconsin until 2:00 p.m. on Thursday, May 21, 2020. Said bids shall be enclosed in an opaque sealed envelope and marked "SALE & REMOVAL OF STRUCTURE AT 226 DOTY STREET", and shall bear the name of the bidder.

BID FORM

Each proposal shall be made on the attached "Bid Form" which shall be signed with the full name and address of the proprietorship, partnership, or corporation submitting same. The bid of the proprietorship shall be signed by the owner, a partnership by one of the general partners, a corporation by a duly authorized officer thereof and by stating his title. Bidder may at his/her discretion, add other pertinent facts or data which he/she might deem desirable, but his/her bid MUST BE ON THE BID FORM.

CONSIDERATION OF PROPOSALS

The right is reserved to reject any or all proposals, including alternates, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the City will be promoted thereby.

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made by the Mineral Point City Council, within twenty (20) calendar days after the opening of proposals, and such award shall be made to the lowest responsible bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. The successful bidder will be notified, by letter mailed to the address shown in the proposal, that his bid has been accepted and that he has been awarded the contract.

CANCELLATION OF AWARD

The City of Mineral Point reserves the right to rescind the award of any contract at any time before the execution of said contract by all parties without any liability against the City.

REQUIREMENT OF BOND

For all bids, all bidders must submit a bid bond or certified check of 5%, payable to the City as a guaranty that if the bid is accepted the bidder will execute and file the proper contract and bond within the time limitation of the City. The successful bidder must within ten (10) days after he/she has received notice of the award to him/her and before entering into the contract, furnish a contract performance and payment bond in the full amount of the proposal. This bond shall cover the entire contract until final acceptance by the City of the work and receipt of any Maintenance Bond, if applicable.

EXECUTION OF CONTRACT

The contract shall be signed by the successful bidder and returned, together with the bond and other required contract documents, within ten (10) days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City of Mineral Point until the execution of the contract. If the contract is not executed by the City of Mineral Point within twenty (20) days following receipt from the bidder of the required contract documents, the bidder will have the right to withdraw his/her bid without prejudice.

FAILURE TO EXECUTE CONTRACT

Failure to execute the contract and file an acceptable bond shall be just cause for the cancellation of the award and the forfeiture of the bid bond which shall become the property of the City, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the City Clerk/Treasurer may decide.

CONTRACTOR'S INSURANCE

The Contractor shall take out and maintain during the life of the contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect the Contractor any subcontractor performing work covered by the contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations

under the contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall maintain coverage of the types and in the amounts as specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance to the City Clerk/Treasurer.

The amounts of such insurance shall be as follows:

Bodily Injury Liability

Each Person \$1,000,000

Each Accident \$1,000,000

Property Damage Liability

Each Accident \$ 250,000

Med Pay \$ 50,000

Such insurance shall remain in full force and effect during the life of the contract, and shall name the City of Mineral Point as an additional insured party. The insurer shall certify that in the event of cancellation or material change of the insurance, at least ten (10) days written notice of such cancellation or material change shall be given the City.

INDEMNIFICATION REQUIREMENTS

The Contractor agrees to indemnify and save and hold the City of Mineral Point harmless against any loss, damage, cost and/or expenses (including attorney's fees reasonably incurred), which may in any way occur against the City, which is also the Owner, in consequence of sale, removal and disposal of the structure.

The Contractor agrees to indemnify and save and hold the City harmless with regard to any asbestos that may be discovered in the sale & removal. The Contractor agrees to indemnify and same and hold the City harmless with regard to any lead paint or other materials that may require special handling and/or disposal. The Contractor agrees to assume full responsibility for the condition of the structure and for any hazards that may arise during the sale & removal and disposal of the structure, and including disposal of part or all of the structure's contents or materials.

INSPECTION AND TESTING

All inspection and testing of materials and/or removal that is to be performed will be done at the expense of the Contractor.

PROTECTION OF PROPERTY AND WORK

The Contractor shall use every precaution possible to secure the site of the sale & removal from any persons coming onto the site or in the vicinity of the site. Contractor shall also warn persons in the vicinity of the sale & removal site of the possible dangers present from entering the site without proper authorization.

The Contractor shall use every possible precaution to prevent injury to electric utility lines, or to sanitary sewer or water services on or adjacent to the property, and he/she shall not be permitted to locate any equipment where it would interfere with or injure any adjacent properties or right-of-way.

The City reserves the right to repair any damage to public utilities or other facilities of the City caused by the work of the Contractor and the cost of such repairs shall be borne by the Contractor.

The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against vandalism, weather conditions, and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the contract.

SCHEDULING

The Contractor shall submit his/her schedule for work to be performed, which must meet with the approval of the City. All work on this contract, unless otherwise stated on the plans or in these specifications, will be limited to the daylight hours, except in cases of emergency, and then may be performed only if permission is obtained from the City and adequate lighting facilities are used. No work will be permitted on Sundays and Holidays, except to save property or life or in case of extraordinary emergency, and then only as authorized or directed by the City Administrator.

TIME FOR COMPLETION

Work on this contract shall commence after June 1st and within the time specified in the bid after receiving the notice of authorization to proceed, and **the work shall be completed by no later than October 1, 2020.**

The work shall be carried on with such force and in such manner and order and at such points that within the number of calendar days as set forth in the bid form, or as may be modified or extended as mutually agreed upon, and as computed from the date of notice of authorization to proceed, the whole work shall be performed.

The contractor shall work continuously until the work is completed and shall not leave the job site until all phases are acceptable to the City Administrator, or his designee.

FINAL CLEAN-UP

Prior to, and at the request of the City, the contractor shall make a final clean-up of the project to the satisfaction of the City Administrator and the City Council.

AUTHORITY OF THE CITY ADMINISTRATOR

The City Administrator, or her/his official designee, will decide all questions that may arise as to the quality and acceptability of work performed and rate of progress. She/he, or the designee, will decide all questions which may arise as to interpretation of the plans, specifications and other contract documents. She/he, or the designee, will decide all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of authorities having any jurisdiction or authority which, in any manner, affect the demolition of the structures or the disposal of the materials. The Contractor shall at all times observe and comply with all laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees, subcontractors or agents.

The Contractor agrees that, in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, age, sex, creed, color, national origin, ancestry, marital status, military service or disability, discriminate against any

citizen of the United States in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, age, marital status, national origin, ancestry, disability, creed or color.

III. SPECIFICATIONS:

General: The City is seeking to demolish the former police department located at 226 DOTY STREET (parcel 251-0136). Bids are being sought to have a single contractor be responsible for all phases of the project, removal of facility or removal/demolition, and disposal of the structure and its contents, as well as site restoration of the Doty Street location. It is, therefore, the City's intent that the Contractor awarded the work based on an acceptable bid will provide for the removal/demolition of the structure at its current location, with the site being restored to a dust-free, erosion-free condition, and with the materials from the sale & removal being properly disposed of in accordance with the laws of the State of Wisconsin and of the United States, including those regulations requiring certified asbestos abatement and proper landfill disposal, if any asbestos is discovered in the removal/demolition of the building. Asbestos abatement is being performed under a separate contract prior to the removal/demolition contract, but if any asbestos is discovered during removal/demolition, the Contractor will be required to STOP WORK and inform the City immediately while the parties determine how to proceed.

Detail: The City assumes no responsibility for the condition of the structure prior to, during or after its removal/demolition, including any responsibility for the site restoration. To perform the work in a satisfactory manner, the steps to be followed would minimally include:

- Contact Digger's Hotline prior to commencing work regarding water, electric, gas, telephone and cable.
- Properly remove, abandon or cap all utilities at the edge of the excavation, unless otherwise specified herein.
- Confirm water curb stop is closed. Crimp water service at the edge of the excavation. Cap or plug sanitary sewer at the edge of the excavation.
- Removal of the building and its materials and contents shall be performed in a safe manner and in compliance with the applicable laws and regulations.
- Remove and dispose of the entire foundation and any and all masonry floors.
- Remove and properly dispose of all heating units, plumbing fixtures and similar appurtenances to the elevation of the basement floor.
- Removal and proper disposal of any additional debris from site, including asphalt on the property up to the areas marked by the City.
- Where hazardous conditions are created incident to the contract operations,

- the contractor shall furnish, erect, and maintain suitable barricades to protect and safeguard the public.
- Before backfilling, all debris not suitable for backfilling shall be removed.
 - Backfill foundation to existing grade with suitable, clean backfill material compacted in 1' lifts.
 - Property must be restored to a dust free, erosion free condition and graded to create positive drainage to the street.
 - All site access shall be from Doty Street, but no work may be performed in the right-of-way.
 - Contractor shall protect the existing utilities on or adjacent to the removal/demolition site, including but not necessarily limited to overhead electric lines and poles, and any fiber optic cable that may be present.
 - Site is to be encompassed by silt sock or equivalent style erosion control measures, as approved by the City.
 - Any damage to public or private property not within the scope of the contract shall be the Contractor's responsibility to repair or replace.