MEREDITH: PER THOMAS, PLEASE REFER TO PUBLIC WORKS

Res. No. $\frac{-22-23}{}$. By Alderpersons Dekker and Perrella. May 18, 2022

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Konz Electric, LLC for the replacement of the Central Fire detection and alarm system at the Mead Public Library.

WHEREAS, the existing fire alarm system at the Mead Public Library is original to the building which was constructed in the 1970's and due to its age is no longer supported by the manufacturer; and

WHEREAS, Over the years there have been a number of physical changes to the interior of the building which have an impact on the performance of the fire detection and alarm system; and

WHEREAS, the City retained the services of MSA Architects and Engineers to perform a study at the library of the fire alarm systems and ultimately design a new system to replace the current one which assures the new system will be in full compliance with current statutes, codes and ordinances related to fire detection(The "Work"); and

WHEREAS, the City issued and advertised a Request for bids from qualified contractors for the replacement of the system which included detailed specifications for the Work; and

WHEREAS, the library is only equipped with fire suppression sprinklers on the third floor and the remainder of the building has only fire detection and not smoke detection equipment; and

WHEREAS, City Staff including the City of Sheboygan Fire Inspector felt that the addition of smoke detection equipment in those areas not serviced by fire sprinklers would be prudent to consider in conjunction with installation with the new alarm system; and

WHEREAS, Addendum # 1 was issued to the bidders of record requesting that the addition of smoke detection equipment be added as an alternate to the base bid for the unprotected areas should the city choose to accept it; and

WHEREAS, in light of the fact that the fire alarm system is being replaced it is felt that the addition of smoke detection equipment ought to be included in the project at an additional cost; and

WHEREAS, the low base bid was from Konz Electric Inc. in the amount of \$224,980.00; The additional cost to add smoke detection equipment at the discretion of the City of \$20,600.00

WHEREAS, City Staff has reviewed the bids and determined that the low bid met all of the specifications.

WHEREAS, in an effort to dispel concerns regarding serial contracting in conjunction with this project there are additional costs related to the project including Engineering and the direct purchase by the City of several major, long lead time components as well as a modest contingency. The total of these additional costs is \$ 32,080.81

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are authorized to enter into the attached contract with Konz Electric, LLC for the Work in the amount of \$247,180.00 including the additional smoke detection equipment.

BE IT FURTHER RESOLVED: That the additional costs for design, pre-purchase of specific components as well as a modest contingency in the amount of \$32,080.81 will bring the total cost of the project to \$ 279,260.81

Account No. 25551100-538001 Donations \$ 139,630.40

Account No. 40051100-621200 2022 Capital Improvemnent \$ 139,640.41

| | of the | City | | | Resolution Wisconsin, | | | by the day of |
|----------|--------|------|----|-----|--------------------------|------|------|------------------|
| Dated | | | 20 | | | | City | Clerk |
| Approved | | | 20 | • _ | | | | Mayor |

REQUEST FOR LEGAL SERVICES

| The second second second | ttorney's Office (<u>legal.dept@sf</u> | |
|--|---|---|
| FROM: Ber | nard Rammer | (identify main contact for request) ontract for MPL Fire Alarm Replacement |
| TITLE OF R | EQUEST: Resolution and Co | ontract for MPL Fire Alarm Replacement |
| | EQUEST: 5-20-2022 | |
| | June 1, 2022 | |
| SOURCE OF | DEADLINE: June 6, 202. | 2 Council Agenda for Referral to PW |
| In order to he describe what review resolusuch as: (1) recould be discumaking this reinformation, (Mead Library issued for the Administrate The followin 1. Resolution 2. Agreemen Please note the described when the followin the | tyou are asking the City Attornation or ordinance, or provide levelevant previous Council documents sistement for legal services, (3) proposed for legal services, (3) proposed for each of a fire alarm size project. Bids were opened or et al as the bids exceed the gare requested of the Legal a for Council Consideration t between City and Konz Elegandrical consideration. | Dept. and "Drafts" of Each are Attached DRAFT Attached * Requires final account #'s |
| | For Departm | nent Head Requesting Legal Services |
| In order to he requests in ou pending with | r Office, please rank – from ye | opropriately prioritize this request and any currently outstanding our perspective – the relative priorities of the requests currently |
| DEPARTME | NT: Purchasing/Mead Libra | ary/Public Works |
| DEPARTME | NT HEAD SIGNATURE: _ | |
| CURRENT F | RANKED PRIORITIES: | |
| No current w | ork awaiting consideration | by Legal |
| | | |
| | | |
| | | |
| | | |
| | For | r City Attorney's Office Use |
| ASSIGNED ' | | |

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND KONZ ELECTRIC, LLC

FOR THE PROVISION AND INSTALLATION OF A NEW FIRE ALARM SYSTEM FOR THE MEAD PUBLIC LIBRARY

This Agreement ("Agreement") is made and entered into effective this ___th day of _____, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Konz Electric, LLC("Contractor").

WITNESSETH:

- WHEREAS, the City is the owner of Mead Public Library; and
- WHEREAS, the library fire alarm system is original to the building and is no longer able to be supported; and
- WHEREAS, the City wishes to replace the current system with one having the latest technology and in full compliance with the specifications, identified in Exhibit 1 to this Agreement, and
- WHEREAS, the City issued Request for Bids # 2016-22 to obtain bids from qualified providers of the services and equipment ("Services"); and
- WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and
- WHEREAS, the City feels it would be prudent to add smoke detection technology as was requested in Addendum # 1 to the Request for Bids (Exhibit # 2) for the provision of smoke detection equipment and installation of same in response to which the Contractor has proposed to provide and integrate into the new fire alarm system at additional cost as identified in Alternate # 1 of the Request for Bids submittal; and
- WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall perform all work associated with the work as specified in <u>Exhibit 1</u> related to the provision and installation of a new fire alarm system (the "Services").

Contractor shall provide all labor, machinery, equipment, licenses, permits¹, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials from the removal of the current system in a lawful manner (the "Disposal").

In addition, Contractor shall provide labor and equipment to install smoke detection equipment in certain areas of the library in accordance with the plans and specification shown in Exhibit # 2 and in accordance with Bid Alternate # 1 to the Request for Bids.

Further, the City has placed on order and will present to the Contractor the following system components which were pre-ordered in an effort to shorten the overall lead time. The cost for these components is the responsibility of the City and was not included in the Contractors proposed costs.

| Quantity | MFG Part# | Unit | Total Cost |
|----------|---|------------|-------------|
| | | Cost | |
| 1 | Notifier CPU2-640 Fire Alarm Control Panel | \$1,802.25 | \$1,802.25 |
| l l | Notifier KDM-R2 CPU2 640 Primary Display | \$ | \$1,140.75 |
| | | 1,140.75 | 7/- |
| L | Notifier DP-DISP2 CPU Dress Plate / Top Row | \$ 93.15 | \$93.15 |
| 2 | Notifier BMP-1 Blanks Need 2 for each CPU 640 | \$38.81 | \$77.61 |
| 1 | Notifier SBB-A4 Cabinet | \$194.40 | \$ 194.40 |
| 1 | Notifier DR-A4 Door | \$302.40 | \$302.40 |
| 1 | Notifier BP2-4 Battery Plate | \$81.00 | \$81.00 |
| 1 | Notifier LEM-320 Loop Expander Module | \$1309.50 | \$1,309.50 |
| L | Notifier UDACT-2 Communicator | \$718.88 | \$718.88 |
| l | Notifier HWF2V-COM IP / Cell Communicator | \$ 442.13 | \$ 442.13 |
| 1 | Notifier NFC-50/100 Voice Evacuation Panel | \$2,929.50 | \$2,929.50 |
| 1 | Notifier NFC-CE6 4-Speaker Circuit Exp Module | \$529.88 | \$529.88 |
| 1 | Notifier NFC-BDA-25V 50 Watt Amplifier for NFC-50/100 | \$489.38 | \$489.38 |
| 4 | Notifier PSE-10 Power Supply 10 amp | \$577.13 | \$2,308.50 |
| 1 | Notifier NFC-RM Remote Microphone | \$661.50 | \$661.50 |
| | TOTAL | | \$13,080.81 |

Other: Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The Library will remain open to the public during the project.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates Michael Willmas as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

Article 4. Compensation

Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer City of Sheboygan 828 Center Ave. Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Contractor shall, within ten days of the execution of this Agreement by the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays without prior approval from the City's Representative.

Contractor shall complete the services on or before December 31, 2022, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Article 9. Workmanship and Quality of Materials

All material used shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin 828 Center Ave., Suite 110 Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

| City Clerk | Konz Electric, LLC |
|----------------------------|---------------------------|
| City of Sheboygan | PO Box 290 |
| 828 Center Ave. | Sheboygan Falls, WI 53085 |
| Sheboygan, Wisconsin 53083 | |

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

- 1. This Agreement and its Attachments
- 2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
- 3. The Performance and Payment Bonds

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

- 1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
- 2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
- 3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

- 1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
- 3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

- 4. Guaranteed Delivery. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 5. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

| CITY OF SHEBOYGAN, WISCONSIN | CONTRACTOR |
|--------------------------------------|-----------------------------|
| BY: | BY: |
| Ryan Sorenson, Mayor | Thomas Konz, Vice President |
| ATTEST: Meredith DeBruin, City Clerk | ATTEST: |
| DATE: | DATE: |

BID PROPOSAL FORM

CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRAD

| Bids Close: | 1:00 p.m., Thu | rsday, May | 19, 2022 | | | | |
|---|--|--|--|-----------------------|---|--|---|
| | PROPOSAL | | | | | | |
| То: | City of Sheboy Finance Depar Attn: Mr. Bern 828 Center Av Sheboygan, W | tment ard Ramme enue | | | 37 | | |
| We Konz | Electric, | LLC | | | | | (☐ a corporation) (☐ a partnership) |
| | (Com | pany name) | | | | | (□ an individual) |
| Of PO Box | 290 Shel | oygan F | alls, | WI | 53085 | 920-46 | 7-2223 |
| Street | | City and S | tate | | Zip | Telephon | ne No. |
| labor and mater with the contract BASE BID We propose to expenses to inside the contract of | rials required to ct documents pr furnish all perm tall a new fire a | complete the compl | e project i ISA Profe ent, mater | loca essio ials | ted in Shebo nal Services and labor, to | bygan, Wiscon s, Inc., and dat o include trave | fied, and to furnish all sin, in strict accordanced April 29, 2022. I, lodging and other secifications for a turn- |
| Total Lump-S | um Cost \$ 2. | 24,980 | | | | | |
| ALTERNATE | BID E-1 | | | | | | |
| State the additi | on/deduction co | ost of to add | additiona | l sm | oke detectio | n as stated un | der Alternate Bid E-1 |
| Total Alternat | te Bid E-1 Cost | \$ 22,20 | 0 | | | | _ |
| Addendum Red | ceipt | | | | | | |
| We acknowled | ge receipt of the | e following | Addenda: | | | | |
| Addendum No | . <u>1</u> Da | ate May 1 | 3,2022 | _ | | | |
| Addendum No | Da | ate | | | | | |
| Addendum No | Da | ate | | _ | | | |

CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRADE

The undersigned agrees, if awarded the contract, to commence the contract work upon written notice and to complete the contract work within the times stated in the contract documents.

| Konz Electric, LLC | | |
|---------------------------------|-------|--|
| Sull I | 1 | Firm Name |
| (Seal if Bid is by Corporation) | Ву | Attested (Corporate Secretary) Brett Hunt |
| | Title | Project Manager |
| | Dated | May 19 , 20 22 |



Quote

| Date | Quote# |
|-----------|--------|
| 5/19/2022 | 10252 |

Name / Address

City of Sheboygan Finance Dept 828 Center Ave, Suite 205 Sheboygan, WI 53081

Customer Fax

| Qty | Description | Rate | Total |
|------|--|------------|--------------|
| | Konz Electric, LLC is pleased to quote the project detailed below City of Sheboygan Mead Public Library Fire Alarm system upgrade *As per plans and specs dated 4-25-2022 *We acknowledge addendum #1 *All Demo of existing fire alarm system and devices is included as shown on drawings *New Fire Alarm system, devices, cabling, conduit/wiremold, programming, and testing are included as shown on drawings *Tie into existing BAS system is included as needed or called out on drawings Base Bid Labor and Materials Alt #1: Add spot smoke detection throughout Add: \$22,200.00 | 224,980.00 | 224,980.00 |
| | | Sales Tax | (0.0%) \$0.0 |
| Siar | nature | Total | \$224,980.00 |

BID BOND

The conditions of this obligation are such that, whereas the Principal has submitted, or is about to submit, to <u>Mead Pulo Libran</u> (Owner) a certain bid, including the related alternate and combined bids attached hereto and hereby made a part hereof, to enter into a contract in writing for (Type of work) for the <u>lire alarm system</u> (Project).

- (1) If said bid is rejected by the Obligee, then this obligation shall be void.
- (2) If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connections therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.
- (3) If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in (2) above executed by this Surety, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee the penal sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRADE

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed, and these presents to be signed by their proper offices, on the day and year set forth below:

| SEAL | | | |
|------|------------------|---------|--|
| | (Principal) | (Date) | |
| BY: | Knin Veech | 5/19/22 | |
| | (Name of Surety) | (Date) | |

NOTE TO SURETY AND PRINCIPAL:

The Bid submitted, which this Bond guarantees, may be rejected if the following instrument is not attached to this Bond: Power of Attorney showing that the agent of Surety is currently authorized to execute bonds in behalf of the Surety, and in the amounts referenced above.



THE SILVER LINING®

| Bond No. 2519943 |
|------------------|
|------------------|

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

KIM VEECH

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertaking and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zurgart

Christopher C. Zwygart

Secretary

State of Wisconsin County of Washington Kevin A. Steiner

Chief Executive Officer/President

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

AUBLIO MECON

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 19th day of...

2

Heather Dunn

Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

ELECTRICAL ADDENDUM #1



Project:

Sheboygan Mead Public Library Fire Alarm Replacement Project

Project No.:

MSA# 09511021

Date:

May 13, 2022

Sign in Sheet:

1. See attachment for pre-bid walk through sign in sheet.

Pre-bid Notes:

1. See attachment for pre-bid walk through notes.

Bid Form:

1. See attached for revised bid form that includes Alternate Bid E-1.

General:

- 1. Sheet E1.0D:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. REMOVE existing flow switch in Air Handling Equip. Room as shown clouded.
 - C. ADD existing smoke detector in Storage as shown clouded.
 - D. ADD existing data rack to remain as shown clouded.
- Sheet E1.0E:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD spot type smoke detection per plan note 75 under alternate bid E-1 as shown clouded.
 - C. ADD smoke detector in Storage as shown clouded.
 - D. ADD existing data rack to remain as shown clouded.
 - E. REVISE plan note 32 as shown clouded.
- 3. Sheet E1.1D:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. REVISE existing sound system location as shown clouded.
 - C. ADD existing smoke detectors as shown clouded.
- 4. Sheet E1.1E:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD spot type smoke detection per plan note 75 under alternate bid E-1 as shown clouded.
 - C. ADD smoke detector and control module as shown clouded.
 - D. ADD plan notes 74 and 75 as shown clouded.
 - E. ADD microphone behind main desk as shown clouded.
 - F. ADD protective covers for pull stations as shown clouded.
- Sheet E1.2D:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD existing smoke detectors as shown clouded.

- 6. Sheet E1.2E:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD spot type smoke detection per plan note 75 under alternate bid E-1 as shown clouded.
 - C. ADD smoke detector and control module as shown clouded.
 - D. ADD plan notes 18, 74 & 75 as shown clouded.
- 7. Sheet E1.3D:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
- 8. Sheet E1.3E:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD spot type smoke detection per plan note 75 under alternate bid E-1 as shown clouded.
- 9. Sheet E3.0 (Sheet not included):
 - A. Detail 4/E3.0. For each Air Handler duct detector shut down provide a double pole relay; one to shut down the air handler and the second for connection to the DDC system. The connection to the DDC will be done by Owner's Controls person is Kevin Pierret of Quality Control Services, Office Phone: 920-907-0803, Email: kpierret@qcservicesfdl.com or qcs@qcservicesfdl.com. These contacts shall be connected to the DDC system as part of this work and will be a sub to the EC. Contact Quality Control Services for pricing.

Sheboygan Mead Public Library 710 North 8th Street Sheboygan, WI 53081 Pre-Bid Sign-in Sheet



| Project Name: | Sheboygan Mead Public Library Fire Alarm Replacement Project |
|---------------|--|
| Project No.: | MSA# 09511021 |
| Meeting Date: | May 11th, 2022 8:00 am. |
| Location: | Sheboygan Mead Public Library |

PLEASE PRINT LEGIBLY!!!!!

| NAME | REPRESENTING | <u>PHONE</u> | E-MAIL |
|----------------------|------------------------|---------------------|---------------------------------|
| Present for meeting: | | | |
| Dave Schulze (EE) | MSA Professional Ser. | 920-894-4710 | dschulze@msa-ps.com |
| Bernie Rammer | Sheboygan County | 920-459-3469 | Bernard.Rammer@sheboyganwi.gov |
| Mike Williams | City of Sheboygan | 920-459-3444 | Michael Willmas@sheboyganwi.gov |
| Nicholas Noster | Chief Fire Inspector | 920-459-3321 | nicholas.noster@sheboyganwi.gov |
| Gregg Herr | Sheboygan Mead Library | 920-459-3400 (2044) | gregg.herr@meadpl.org |
| Dave Altmeyer | Altmeyer Electric | 920-458-3406 | david@altmeyerelectric.net |
| Gerry Krebsbach | KW Electric | 920-467-2000 | estimating@kwelectricinc.com |
| Brett Hunt | Konz Electric | 920-627-2834 | bretth@konzelectric.com |
| Tim Arnoldi | O&W Communications | 920-457-8640 | tarnoldi@owcommunications.com |
| Scott Weyenberg | Elmstar Electric | 920-766-8100 | scottw@elmstar.com |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | <u> </u> |
| Not present for Pre- | | - | |
| Cameron Sauve | MSA Professional Ser. | 920-267-6043 | csauve@msa-ps.com |
| Reggie Schwarzenbart | MSA Professional Ser. | 920-243-4023 | rschwarzenbart@msa-ps.com |
| | | | |
| | | | |
| | | | |
| | | | |

PRE-BID MEETING NOTES



Project: Sheboygan Mead Public Library Fire Alarm Replacement

Project

Project No.: MSA# 09511021

Walk Through Date: Wednesday, May 11, 2022 at 8:00 am

Walk Through Location: Sheboygan Mead Public Library

Notes By: Dave Schulze, MSA Professional Services.

A. Overview

Everyone sign-in, check log in.

- 2. Contact person: Michael Willmas
- 3. Project Scope: This work is to include replacing the Simplex fire alarm system with a Notifier Voice/Strobe system. A voice system is being installed in lieu of a horn/strobe system because the occupant load is close to 1,000 people and is desired by the owner.
- 4. The owner has purchased the fire alarm headend and power supplies due to long lead times.
- 5. Tax exempt with owner purchase. Bidders are to include materials without sales tax and applicable county taxes in their bid.
- 6. This is not a prevailing wage project.
- 7. Submit bid with 5% Bid Bond. No permit fees will be waivered.
- 8. Contractor that is awarded with the project shall submit a Performance and Payment Bond of 100% of the contract cost.
- 9. Each contractor shall make sure they up to date with the City's Bidder's Proof of Responsibility, see front end of specification for this form.
- 10. One prime contractor (EC); fire alarm contractor is a subcontractor of the EC.
- 11. Asbestos: may be some but should not cause work delays.
- 12. Provide Bidder's Proof of Responsibility.
- 13. Overview.
- 14. Questions.

B. Project Timetable

- Addenda will be issued around Friday, May 13, 2022. At this time the City is looking at the possibility of adding additional smoke detectors spot type detection in book stack areas.
- Bids Due at 1:00 p.m. Thursday, May 19, 2022. Send Bids to: City of Sheboygan City Hall (Finance Department) Attn: Mr. Bernard Rammer 828 Center Avenue, Sheboygan, WI 53081. Bids will be opened at 1:00 pm in Room 109 of City Hall
- 3. Bids will be reviewed May 19 June 20, 2022.

- 4. Final approval by Common Council Monday. June 20, 2022.
- 5. Successful contractor notified and contract awarded June 21, 2022.
- 6. Pre-construction meeting tentatively week of June 27, 2022.
- 7. Contractors provide all submittals for review mid-July 2022.
- 8. Submittals returned to contractors with-in a few days.
- 9. Project completion: Substantial completion will be December 23, 2022 with Final completion on December 30, 2022.

C. Project Specifics

- 1. The owner will not leave the building. The EC shall minimize down time and coordinate ahead of time all down time.
- 2. Working hours: 6:30 am to 5:00 pm, Monday through Friday.
- 3. Dumpsters will be provided by the contractor.
- 4. Contractors shall be at the site to accept all deliveries of their equipment.
- Only the third floor is sprinklered.
- 6. Keep the existing fire alarm system operational until the new system can be switched over.
- 7. Existing fire alarm equipment shall be removed and disposed of by the EC. This includes all equipment that may not be shown on the drawings.
- 8. Elevators only have primary and alternate recalls. There are no devices in the shafts or pits. There is no shut trip.
- 9. Fire alarm wiring is Free-Air type that is supported by J-hooks or D-rings above lay-in ceilings. Exposed areas in book stack and public areas shall be Wiremold and equipment rooms shall be EMT.
- 10. Existing emergency panel is a Bussmann fusible panel (article 700). The new fire alarm control panel and power supplies shall be fed from this panel.
- 11. Provide plastic covers on fire alarm pull stations where they are shown on the drawings.
- 12. Sprinkler flow switches in the lower mechanical room. One of them will have to be investigated since it was not found during the design.
- 13. Disconnect existing sound systems when fire alarm is operating. First and third floors.
- 14. Fire alarm contractor and the DDC contractor will be subcontractors to the EC. Per the upcoming addenda the required DDC work will be as follows:
 - a. Detail 4/E3.0. For each Air Handler duct detector shut down provide a double pole relay; one to shut down the air handler and the second for connection to the DDC system. The connection to the DDC will be done by Owner's Controls person is Kevin Pierret of Quality Control Services, Office Phone: 920-907-0803, Email: kpierret@qcservicesfdl.com or qcs@qcservicesfdl.com. These contacts shall be connected to the DDC system as part of this work and will be a sub to the EC. Contact Quality Control Services for pricing.

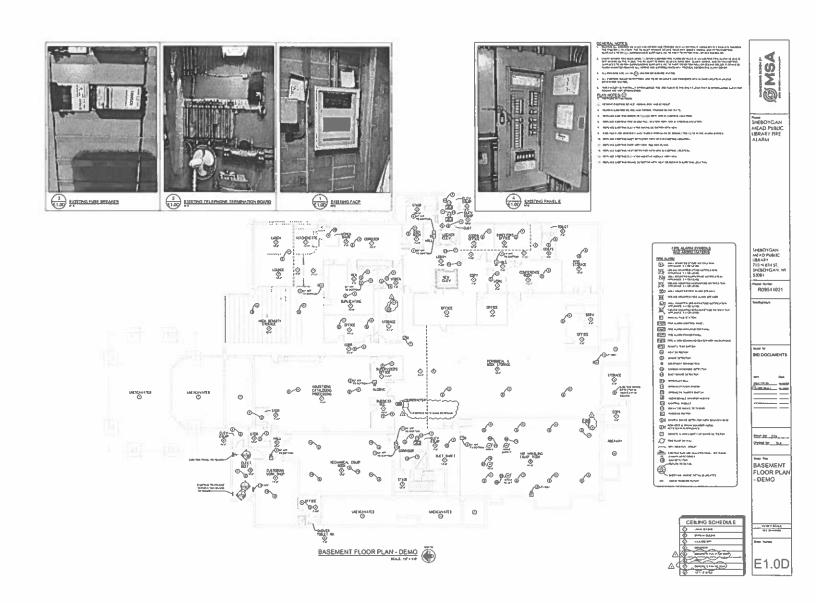
BID PROPOSAL FORM

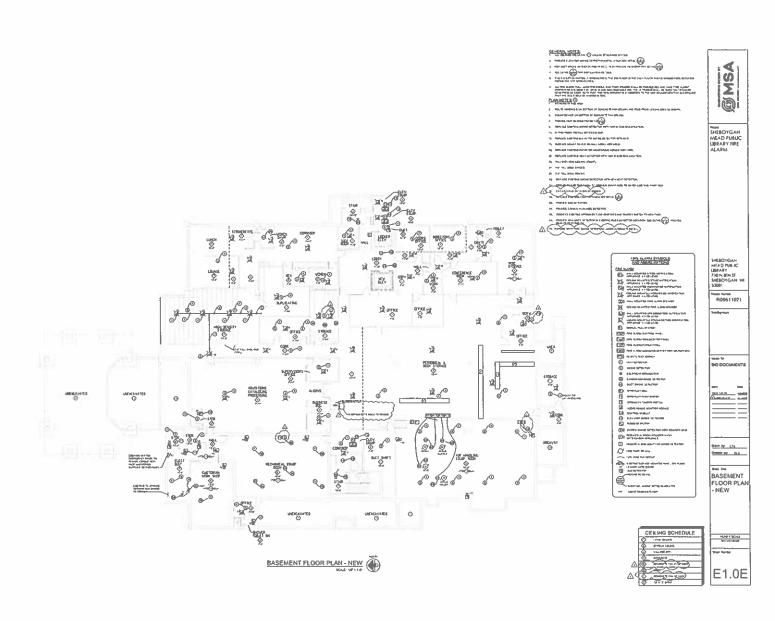
CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRAD

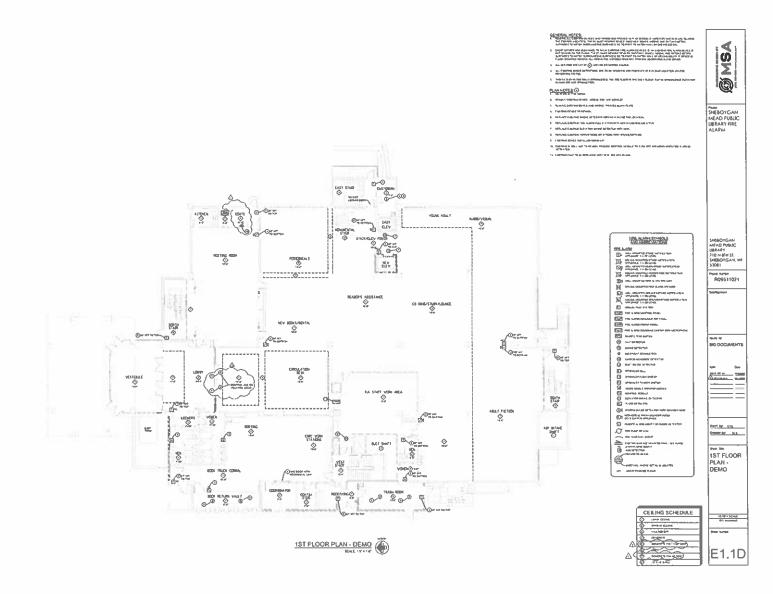
| Bids Close: | 1:00 p.m., | Thursday, May 19, 2022 | | |
|--|---|----------------------------|----------------------------------|---|
| | PROPOSA | <u>L</u> | | |
| То: | Finance De Attn: Mr. 1 828 Center | Bernard Rammer | | |
| We | | | | (□ a corporation) (□ a partnership) |
| | (C | ompany name) | | (an individual) |
| Of | | | | |
| Stree | t | City and State | Zip | Telephone No. |
| BASE BID We propose t expenses to it key installation | o furnish all p nstall a new fi on. | ermits, equipment, mater | ials and labor, ance with the | to include travel, lodging and other bid plans and specifications for a turn- |
| ALTERNAT | _ | | | |
| | | n cost of to add additiona | | tion as stated under Alternate Bid E-1 |
| Addendum R | leceipt | | | |
| We acknowle | edge receipt o | f the following Addenda: | | |
| Addendum N | lo | | _ | |
| Addendum N | No | Date | _ | |
| Addendum N | lo. | Date | | |

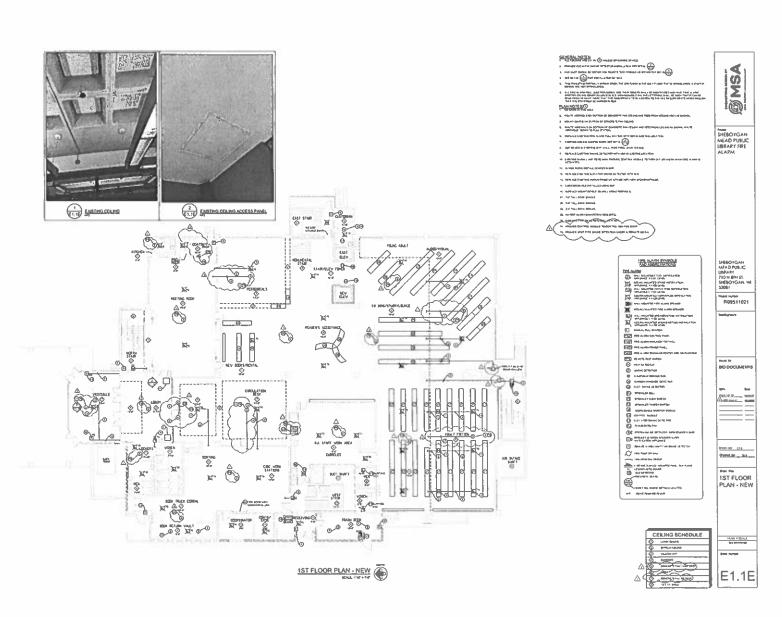
The undersigned agrees, if awarded the contract, to commence the contract work upon written notice and to complete the contract work within the times stated in the contract documents.

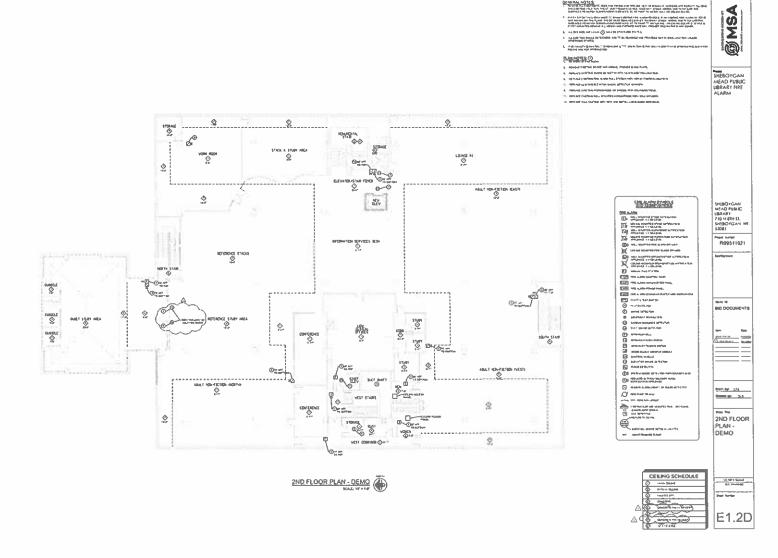
| | | Firm Name |
|---------------------------------|-------|--------------------------------|
| | | Attested (Corporate Secretary) |
| (Seal if Bid is by Corporation) | Ву | |
| | Title | |
| | Dated | , 20 |





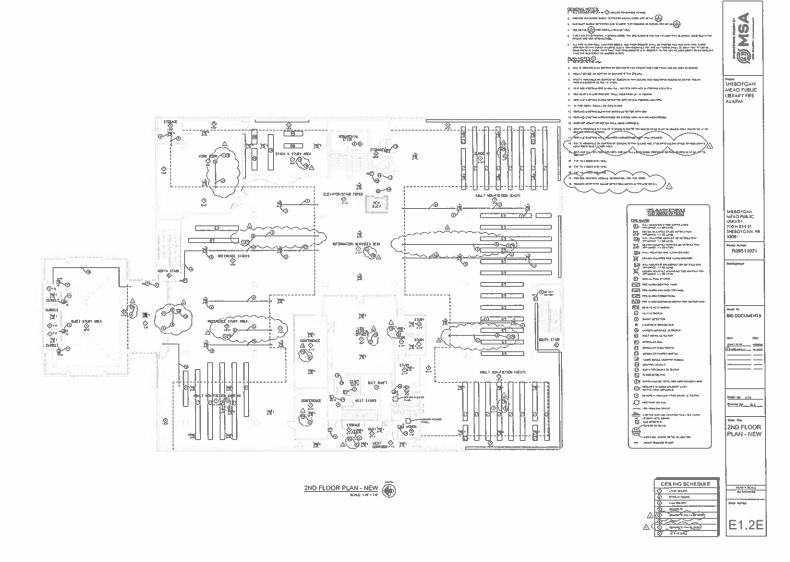


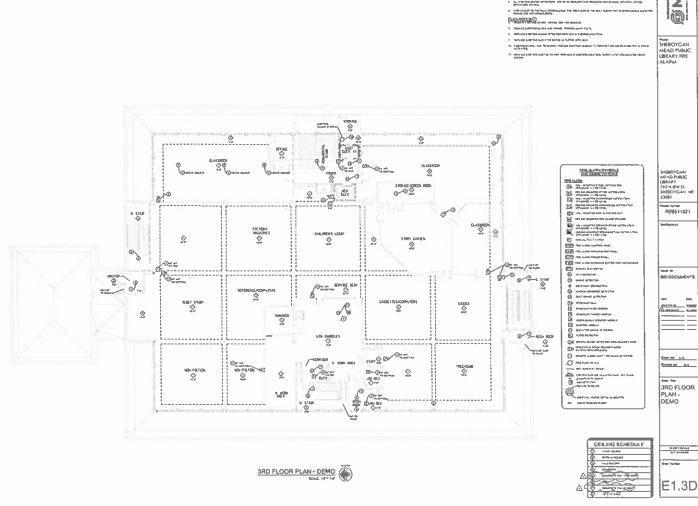




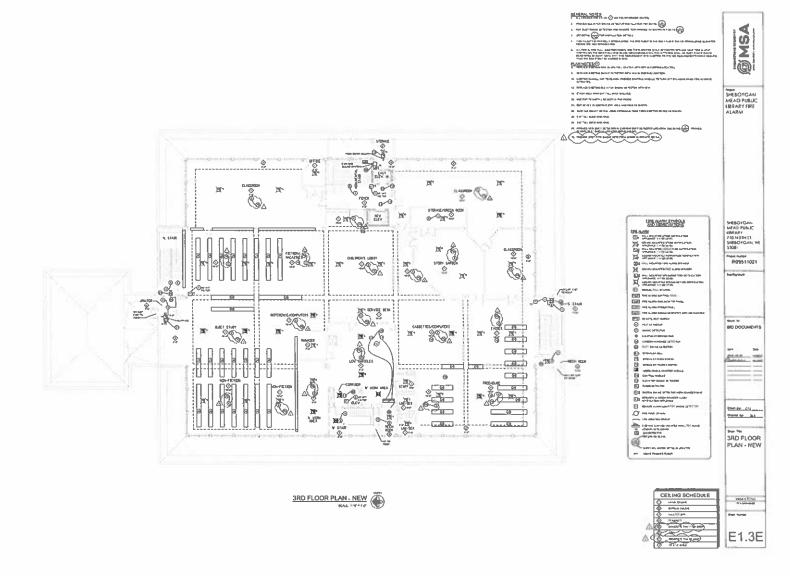
GR SER SEAS AND TRANSPORTED STORM NEEDS TO PROVIDE UP TO THE SEASON OF T

\$\text{\$P\$-10^ yet as \$\text{\$\frac{1}{2}\$ \$\text{\$\tex{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\texit{\$\text{\$\texit{\$\text{\$\text{\$\texit{\$\text{\$\text{\$\text{\$\tex{





@MSA



Bid Tally DATE: May 19th, 2022 1:00 pm Sheboygan City Hall, Room 109 Sheboygan Library Fire Alarm Replacement Project

| Contractor | 5% Bid Bond | Base Bid | Alternate Bid E-1 | Total Base Bid + Alt. Bid E-1 | Addendum 1 |
|-------------------|----------------|---------------|----------------------|-------------------------------------|---------------|
| Altmeyer Electric | Yes | \$ 287,789.00 | \$ 24,542.00 | \$ 312,331.00 | Yes |
| Elmstar Electric | Yes | \$ 256,182.00 | \$ 22,248.00 | \$ 278,430.00 | Yes |
| Konz Electric | Yes | \$ 224,980.00 | \$ 22,200.00 | \$ 247,180.00 | Yes |
| KW Electric | Yes | \$ 259,500.00 | \$ 20,600.00 | \$ 280,010.00 | Yes |
| | | | | | |

Apparent Low Bid was submitted by Konz Electric, Inc.

O & W Communications

div. of Oostdyk & Wilke, Inc. 2040 North Avenue Sheboygan, Wisconsin 53083

(920) 457-8640 FAX (920) 457-8645



Total Cost

\$13,080.81

Date: 4-29-22

TO: City of Sheboygan Att: Bernie Rammer

Re: Sheboygan Mead Library

O&W Communications to provide fire alarm system components consisting of:

| Quantity | Mfg | Part Number | Description | Unit Cost | Total Cost |
|----------|----------|-------------|----------------------------------|------------------|-------------------|
| 1 | Notifier | CPU2-640 | Fire Alarm Control Panel | \$1,802.25 | \$1,802.25 |
| 1 | Notifier | KDM-R2 | CPU2 640 Primary Display | \$1,140.75 | \$1,140.75 |
| 1 | Notifier | DP-DISP2 | CPU Dress Plate / Top Row | \$93.15 | \$93.15 |
| 2 | Notifier | BMP-1 | Blanks Need 2 for each CPU 640 | \$38.81 | \$77.61 |
| 1 | Notifier | SBB-A4 | Cabinet | \$194.40 | \$194.40 |
| 1 | Notifier | DR-A4 | Door | \$302.40 | \$302.40 |
| 1 | Notifier | BP2-4 | Battery Plate | \$81.00 | \$81.00 |
| 1 | Notifier | LEM-320 | Loop Expander Module | \$1,309.50 | \$1,309.50 |
| 1 | Notifier | UDACT-2 | Communicator | \$718.88 | \$718.88 |
| 1 | Notifier | HWF2V-COM | IP / Cell Communicator | \$442.13 | \$442.13 |
| 1 | Notifier | NFC-50/100 | Voice Evacuation Panel | \$2,929.50 | \$2,929.50 |
| 1 | Notifier | NFC-CE6 | 4-Speaker Circuit Exp Module | \$529.88 | \$529.88 |
| 1 | Notifier | NFC-BDA-25V | 50 Watt Amplifier for NFC-50/100 | \$489.38 | \$489.38 |
| 4 | Notifier | PSE-10 | Power Supply 10 amp | \$577.13 | \$2,308.50 |
| 1 | Notifier | NFC-RM | Remote Microphone | \$661.50 | \$661.50 |

Sincerely;

Tim Arnoldi O&W Communications