

IV

_____ Committee

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

26

Res. No. 172 - 22 - 23. By Alderpersons Dekker and Rust. April 17, 2023.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the furnishing and installation of a replacement electronic message board sign with monument base to be installed at Deland Park in Sheboygan.

WHEREAS, the Department of Public Works maintains an electronic message board sign at Deland Park, which has reached its useful life and has become unreliable; and

WHEREAS, staff desires to replace the sign with one offering more functionality rather than repair the existing sign; and

WHEREAS, the City issued a Request for Bids for the provision and installation of a new sign with a larger, full color message board, an illuminated cabinet, and a decorative masonry, monument-style base that will connect to existing electrical service; and

WHEREAS, the City has reviewed the two bids received, has determined that the low bid meets all of the specifications, and that the vendor has the necessary qualifications to complete the project before the summer swimming season and the boat races; and

WHEREAS, the department has available funds that were not all expended on improvement projects from last year's program and desires to use the excess funds on the sign replacement from Account Nos. 400300-641300 (Capital Projects Public Works - Sidewalk/Trail Improvements) and 400300-631200 (Capital Projects Public Works - Building Improvements).

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Sign Me Up of WI, Inc. for the purchase and installation of a lighted electronic message board sign at Deland Park in the amount of \$42,000.00.

PW 23-24
2/3 vote

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to complete a budget amendment for the above purchase as follows:

INCREASE by \$42,000.00 - Fund Equity Applied - Acct. No. 400-493000

INCREASE by \$42,000.00 - Improvements Other Than Buildings -
Acct. No. 400300-641100

Dean Dikhe

A stylized handwritten signature in dark ink, appearing to be 'E. Dikhe', written over a horizontal line.

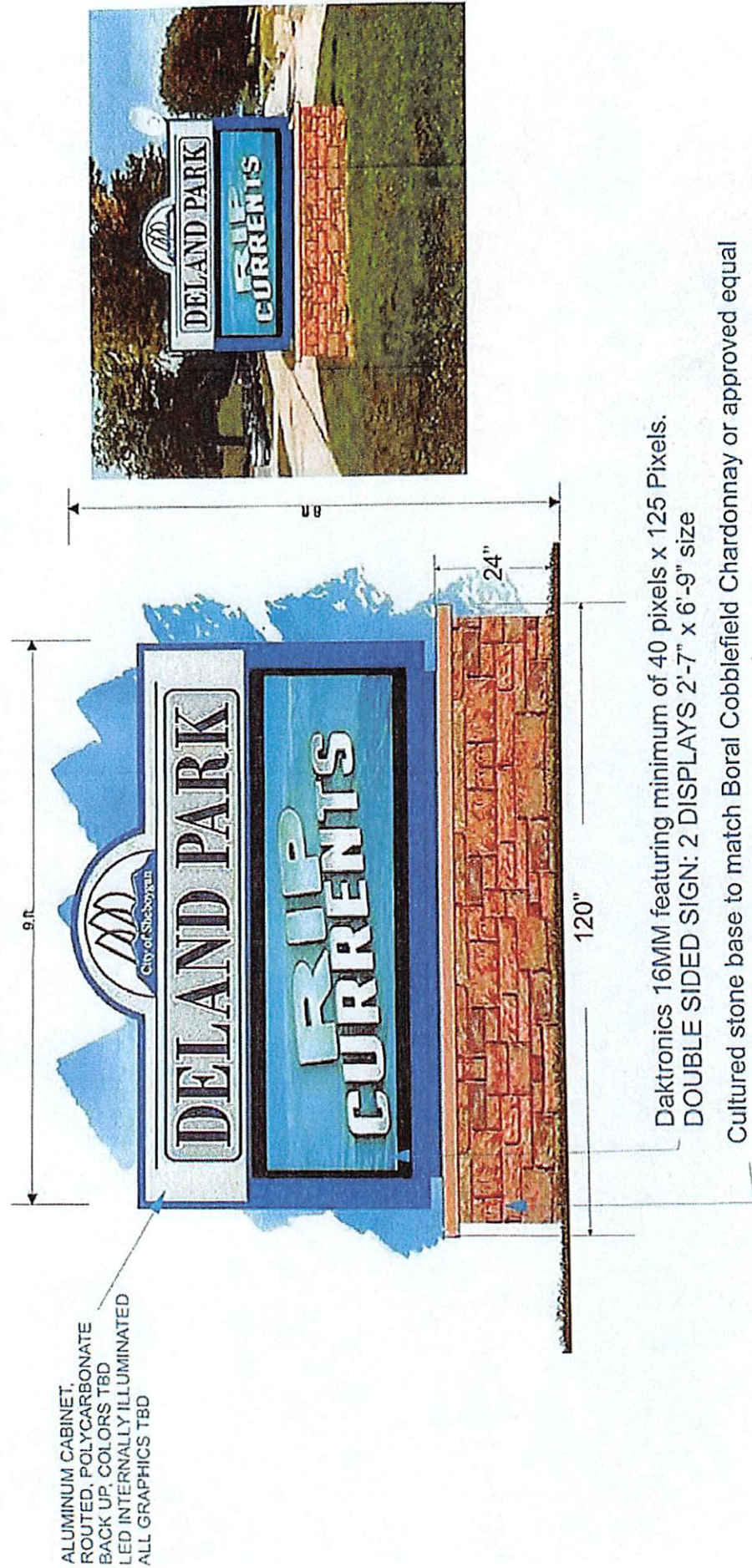
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN DELAND PARK MONUMENT SIGN

Deland Park - Sheboygan



311 Forest Ave,
Sheboygan Falls
(920) 550-0009



This is an original, unpublished drawing by Sign Me Up. It is for your personal use, in conjunction with a project being planned for you by Sign Me Up. It is not to be shown to anyone outside of your organization nor is it to be used, reproduced, copied or exhibited in any fashion. Use of this design or the salient elements of this design in any sign done by another company, without the expressed written permission of Sign Me Up, is forbidden by law and carries a civil forfeiture of up to 25% of the purchase price of the sign. Sign Me Up will endeavor to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used. All sizes and dimensions are illustrated for clients conception of the project and are not to be understood as being exact size or scale.

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2032-23
DELAND PARK ELECTRONIC SIGN WITH MONUMENT BASE
ADDENDUM # 2 MARCH 9, 2023

This is Addendum # 1 dated March 9, 2023 addresses an answer provided in Addendum # 1 and instead maintains the information provided in the original specification.

Question: Regarding the electronic Message Board would the City accept electronic displays from another manufacturer that are similar in size to what is specified that is manufactured by Daktronics, providing that other features of the message board are similar?

Answer: After further consideration and discussion amongst City Staff the City wishes to limit acceptable manufacturers of the electronic sign board to the Manufacturer and Model named in the **original specification**. The decision to rescind the answer provided in Addendum # 1 issued on March 8th, 2023 is due primarily to maintain manufacturer uniformity across other City-owned Electronic message board signs. The City has a number of Daktronics displays. This action will also assist the City in a side-by side comparison of the bids that are received.

This concludes Addendum # 2 Dated March 9th 2023

Please be sure to acknowledge receipt of this addendum in the appropriate place on the bid submittal form.

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2032-23
DELAND PARK ELECTRONIC SIGN WITH MONUMENT BASE
ADDENDUM # 1 MARCH 8, 2023

This is Addendum # 1 dated March 8, 2023 addressing several questions that have been received

Question: Regarding the electronic Message Board would the City accept electronic displays from another manufacturer that are similar in size to what is specified that is manufactured by Daktronics, providing that other features of the message board are similar?

Answer: Yes, the City would consider other manufacturer sign panels as long as they are nominally similar in size providing other features are similar. Bidders should include information as to the actual size of the cabinet they are proposing as well as the size of the "readable" portion. Also included should be warranty information by the Manufacturer.

Question: Is the Contractor responsible for disconnection and re-connection of the electrical service?

Answer: Yes and No. The City will disconnect power to the existing sign, provide temporary protection for the power source, remove and dispose of the existing sign in its entirety. The Contractor will be responsible to have a licensed Electrician reconnect the sign to electrical power following installation and make provisions to power a wireless internet antenna on the sign.

Question: Is the Contractor Responsible to remove and dispose of the existing sign?

Answer: NO! , The City will remove the existing sign in its entirety and retain or re-use the sign components in another location. Bidders need not include any labor to remove or costs associated with any part of the existing sign.

Question: Is it possible to use the same footings for the new sign or must new footings be excavated?

Answer: The Current sign is post mounted. Once the sign is removed by the City there will be no footings or base that can be re-used.

Question: The specifications call for the erection of barricades or protective devices to be supplied and erected by the Contractor. Is this necessary?

Answer: The area where the sign will be installed is a berm surrounded by sidewalks. During excavation of the footings and foundation, the area needs to be cordoned off to protect the public from harm and this is the responsibility of the Contractor. Plastic snow fencing, barricades or other protective measures are to be installed by the Contractor.

Question: To what level is the area surrounding the new site to be restored following installation of the new sign with monument base?

Answer: The turf area of the berm is to be levelled and raked smooth and devoid of any clay chunks, concrete or mortar slag, rocks, foreign materials etc. The City will handle the restoration of the berm following installation and commissioning of the sign.

Question: We already have a Bidders Proof of Responsibility on File. Must we submit another one a minimum of 5 days prior to the Bid date?

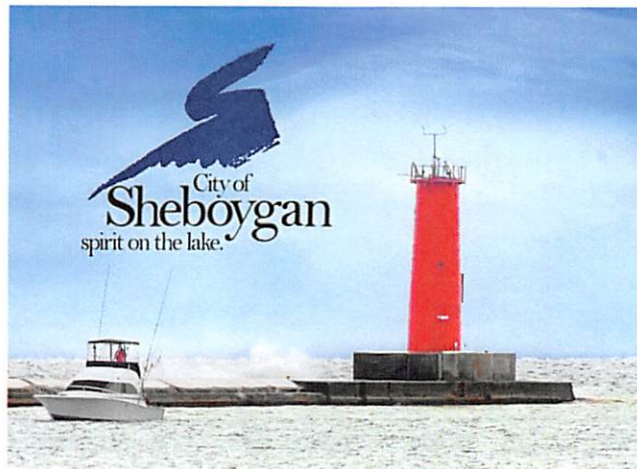
Answer: Bidders Proof of Responsibility is good for one calendar year from the date it was submitted. If you are unsure whether you have a valid proof on file you can contact the Dept. of Public Works at (920) 459-3440.

This concludes Addendum # 1 Dated March 8th 2023

Please be sure to acknowledge receipt of this addendum in the appropriate place on the bid submittal form

SPECIFICATIONS REQUEST FOR BIDS # 2032-23

DELAND PARK SIGN CITY OF SHEBOYGAN



Prepared by:

Bernard Rammer
Purchasing Agent

**City of Sheboygan
INVITATION FOR BIDS # 2032-23**

**DELAND PARK SIGN
WITH MONUMENT BASE**

The City of Sheboygan is soliciting sealed bids for the final design, fabrication and installation of an electronic message board sign with monument base sign to replace a current sign located on Broughton Drive near the intersection with Ontario Avenue in the City of Sheboygan.

The sign will be used for full color messaging as well as to provide warnings to swimmers when rip-tide conditions exist on Lake Michigan. The current sign and base structure will be replaced. The chosen Contractor will be responsible for all facets of the construction including the connection to existing electrical power, provision of software masonry base, erection of the sign and related restoration of the landscape. The Contractor will also be required to provide training in the operation of the sign and related software. The City will provide connectivity with a third-party wireless Internet provider.

Electronic Versions of the documents are available at no charge by contacting Bernard.rammer@sheboyganwi.gov or by calling (920)459-3469

Bid Security, in the form of a Certified Check, cashiers' check or Bid Bond in an amount equal to 5% of the bid amount shall accompany each bid. At the City's option and expense, a performance and payment bond equivalent to 100% of the Bid price shall be provided.

All Bidders shall have on file not less than five days prior to the Bid Due Date an approved Bidders Proof of Responsibility Form. Forms are included with the bid documents.

The awarded Contractor will also be required to possess or obtain a Contractors License. Information regarding Contractors Licensure can be obtained by contacting the Building Inspection Department at (920) 459-4064.

Bidders are advised to familiarize themselves with existing conditions at the job site. A Map of the area including location staking is included with the bid documents.

Emailed bids must be received no later than 1:00 PM local time on **Thursday February 16, 2023 via email to Bernard.rammer@sheboyganwi.gov.**

All bids received shall remain in effect for not less than 60 days beyond the bid due date.

The City of Sheboygan reserves the right to reject any bids received, cancel this solicitation, waive any informality associated with the bid process and award the bid deemed most advantageous to the City of Sheboygan.

By Order of the City

Bernard R. Rammer, Purchasing Agent

INSTRUCTIONS TO BIDDERS

GENERAL

- A. Before submitting a bid, the Bidder shall examine the Contract Documents. The successful Bidder will be required to do all work which is shown on the Drawings, mentioned in the Specifications or reasonably implied as necessary to complete his contract.
- B. The Bidder shall visit and examine the site to acquaint himself with the adjacent areas, means of approach to the site, means of equipment ingress, conditions of actual job site, and facilities for delivering, storing, placing and handling of materials and equipment.
- C. Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the work to be performed.
- D. The Contractor to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to submitting a proposal. The successful Contractor must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility or with any other Contractors.
- E. The Contractor is expected to base his bid price on materials and equipment complying fully with the Contract Drawings and Specifications, and in the event, he names or includes in his bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his contract price.
- F. Contractor must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- G. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Contractor, but also to any of his subcontractors.

INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- H. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.
- I. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.
- J. Neither the Owner nor the Engineer will be responsible for oral instructions.

BID REQUIREMENTS:

- K. Each Contractor shall submit only one Bid
- L. Each Contractor must submit with his Bid, special data, if any, in respect to items of equipment, alternates, or other items which any section of the Contract Document requires to be submitted with each Bid.
- M Contractor will be required to submit final design proofs for the sign and masonry
base with the bid submittal.

CONDITIONS IN CONTRACTOR'S BID:

- M. A Contractor shall not stipulate in his Bid any conditions not contained in the Form of Bid contained in the Contract Documents.

BID:

- N. A proposal shall be submitted for the project inclusive of all work required.

TAXES

NOTE: The City is Exempt from Sales Tax.

PERMITS Contractor will be required to obtain the proper permits for the work and include the fees for same in his/her bid. The City of Sheboygan does not waive permit fees for City of Sheboygan projects.

SUBMISSION OF BIDS

- O. Sealed bids must be made on the form provided and will be received by the Owner
- P. Each Proposal shall be firmly sealed in an envelope labeled "Deland Park Sign with Monument Base" and delivered to the office designated in the Invitation to Bid.
- Q. All proposals are to be made out in accordance with the Instructions and on the Bid, Form included in this document.
- R. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.
- S. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.
- T. The list of Subcontractors will not be required to be submitted with the bid, however, the successful Bidder shall submit in writing the names of prospective subcontractors and material suppliers for the Owner's approval prior to their employment.

WITHDRAWAL OF BIDS

- U. Bids may be withdrawn by written request received from Bidder or his agent prior to the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.
- V. No bid may be withdrawn for a period of 60 days after the day set for the opening thereof.

BONDS

- W. All bidders will be required to submit a bid bond for 5 percent of the total amount of the bid. If awarded a contract, the contractor will be required to furnish a performance and payment bond equivalent to 100% of the contract price.

NOTICE OF ASBESTOS/LEAD MATERIALS

- X. No asbestos is known or anticipated at the site.

RESERVATIONS

- Y. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.

COMMENCEMENT AND COMPLETION

- Z. The successful bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the work within 120 consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued.

AA. The Owner anticipates commencement of work as soon as possible following award of the project.

BB. POWER OF ATTORNEY

Attorney's-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

End

BID FORM
DELAND PARK SIGN
WITH
MONUMENT BASE

Bid Due 1:00 PM

Thursday February 23, 2023

Electronic Submission to:

Bernard.rammer@sheboyganwi.gov

We _____

(a joint venture)

(a corporation)

(a partnership)

(an individual)

(Cross out inapplicable)

of _____ Street

City

County

State

ZIP

hereby agree to provide all labor and material required for the construction of the project designated herein, for the prices hereinafter set forth, in strict accordance with the specification Documents.

BASE BID –

Furnish and install a lighted, double faced electronic message board sign with monument base at Deland Park located on Broughton Drive near the Intersection with Ontario Avenue to replace an existing sign. Work to include removal and disposal of the current sign, site preparation, footings, stone base, pre-production sign proofs, manufacturing of sign, permits and final connections to existing electrical power. Also included is restoration of the landscape surrounding the new sign following installation.

For the sum of _____ Dollars

(\$ _____)

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda numbers_____.

COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if awarded the contract, to commence the contract work on or before a date to be specified in a written notice to proceed, and to complete the work within the time stated in the Instructions to Bidders.

(Firm Name)

(Area Code & Telephone Number)

(Fax Number)

Email_____

By_____
(Signature of Bidder)

Title_____

(Seal, if bid is by a Corporation)

Date:_____

End

**IN ORDER TO BE CONSIDERED PLEASE ATTACH
AN ELECTRONIC COPY OF YOUR BID BOND OR
CERTIFIED CHECK TO YOUR SUBMISSION.**

**BIDS RECEIVED WITHOUT BID SECURITY MAY
NOT BE CONSIDERED**

GENERAL REQUIREMENTS

DESCRIPTION OF PROJECT AND DEFINITIONS

Purpose: The purpose of this bid-letting is to identify and contract with a firm that has the experience, knowledge and capability to provide and install a lighted, double faced electronic message board sign with a monument base at the site of the current sign at DeLand Park in the City of Sheboygan on a **turnkey basis**. The chosen Contractor will be responsible for the provision of all work associated with the project.

Specifically, the chosen Contractor will be responsible for;

- Mobilization to Site
- Final design work associated with the sign prior to production including submission of proofs.
- Arranging for the Diggers Hotline location of all underground utilities, public and private.
- Erection of proper barricades or barriers
- Temporary disconnection of electric power from the current sign to allow for its removal from the current sign and reconnection to the new sign.
- Securing the necessary Building Permits from the City of Sheboygan.
- There is adequate power to the base currently.
- Preparation of the sign location with concrete footings and concrete slab.
- Erection of a decorative stone monument base.
- Manufacturing and delivery to the site of a custom- made sign with dual sided message boards.
- All lighting is to be LED
- Sign is to be designed to withstand damage from wind, weather including extreme temperatures and exposure to the Sun including fading.
- Installation of the sign including final connection to electrical power.
- Restoration of all landscape elements disturbed during erection of the sign and the installation of the underground feeder in a manner which returns the landscape to a manner similar to that of pre-construction.

City will be responsible for:

- Provision of assistance to the Electrical Sub-Contractor by City Electrical Department as needed for questions regarding the work to be performed.
- Staking of final location of the sign
- Final choice regarding decorative stone to be use
- The City will work with a third-party vendor to provide wireless internet connectivity to the new sign. Awarded sign Contractor will be required to provide third party wireless internet vendor with a source of 110 Volt ac electrical power.

DIVISION 1 GENERAL CONDITIONS

PROTECTION OF PERSONS

- A. Work shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

APPLICATION OF THIS SECTION OF THE SPECIFICATIONS

- B. The work is subject to the requirements of the Instructions to Bidders
- C. The Contractor is fully responsible for seeing that no work shown is inadvertently left out. The listing in the specifications of any article, material, operation, process or method means that the Contractor shall provide each item listed, of quality noted and subject to qualifications noted, and the Contractor shall perform each operation so prescribed according to the conditions stated, furnishing therefore all necessary labor, materials, equipment, and incidentals required to complete the work.
- D. In the absence of any specific instruction or specification, workmanship of equal quality to that specified elsewhere in these documents, or as approved by the Engineer shall be employed.

INTENT OF CONTRACT DOCUMENTS

- E. The Sections of the Contract Document and the Contract Drawings are complementary and

what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.

- F. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade.
- G. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall govern.

SCOPE OF WORK

- H. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work shown or reasonably inferred on the drawings and/or as described in the specifications on a turnkey basis.

OWNER'S REPRESENTATIVE

- I. All work under this Contract will be regularly viewed by the Owner's Representatives. Owner's Representatives will regularly visit the site of the project and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Engineer. They will refer questions of interpretation of the Documents to the Engineer for decision.
- J. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.
- K. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

SUPERINTENDENCE

- L. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.
- M. Insofar as is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the contract.

LABOR

- N. The Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Contract. The Owner shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this project.

FIRE PROTECTION

- O. The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

LAWS, REGULATIONS, FEES AND PERMITS

- P. The Contractor shall comply with all laws, ordinances, rules and regulations of the local Building Department, Fire Department, Health Department, Department of Water Supply, Gas and Electricity, Department of Highways and all State and Federal agencies having jurisdiction.
- Q. Contractor shall obtain and pay for all permits, fees and inspections required by such agencies.
- R. Contractor shall pay for legitimate costs required by private utility and communication companies.

WATCHMEN AND OTHER SAFEGUARDS

- S. The Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- T. Neither the Owner nor the Engineer shall be responsible for any loss or damage to the project materials, tools, equipment, etc., from any cause whatsoever.

CODES AND STANDARDS

- U. All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations.
- V. In case of difference between building codes, specifications, state laws, local ordinances, industry standards and utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of any such difference. 7
- W. Non-compliance: Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, he shall bear all costs arising in correcting the deficiencies.
- X. Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted
 - 1. Industry Standards, Codes and Specifications:

- a. ANSI - American National Standards Institute
- b. ASTM - American Society of Testing Materials
- c. NBS - National Bureau of Standards
- d. NFPA - National Fire Protection Assoc.
- e. OSHA - Occupational Safety and Health Act
- f. UL - Underwriters Laboratories
- g. MSS - Manufacturers Standardization Society.
- h. EPA United States Environmental .Protection Agency
- i. DNR WI Dept. of Natural Resources
- j. NEC-National Electrical Code
- k. AASHTO-American Assoc. of State Highway and Transportation Officials

CUTTING AND PATCHING

- Y. The Contractor shall be responsible for all required cutting, etc., and shall make all required repairs thereafter to satisfaction of the Engineer, but in no case shall the Contractor cut into any major structural element, beam or column without the written approval of the Engineer.

INSURANCE AND LIABILITY

- Z. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the

street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.

- AA. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.
- BB. Workmen's Compensation
1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.
- CC. Comprehensive General Liability and Property Damage Insurance
1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:
 2. Bodily Injury \$1,000,000 per Person
\$2,000,000 Aggregate
 3. Property Damage \$500,000 per Occurrence
\$500,000 Aggregate
- DD. Comprehensive Automobile Liability and Property Damage
1. Operation of owned, hired and non-owned motor vehicles:
 2. Bodily Injury \$1,000,000 per Person
\$1,000,000 per Occurrence
 3. Property Damage \$1,000,000 per Occurrence
- EE. If the Contractor is employing Subcontractors or hiring pieces of equipment from another firm/contractor, said Contractor must furnish certificates of insurance for each to the Owner.

LAWS TO BE OBSERVED

- FF. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and degrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner 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.

PUBLIC SAFETY AND CONVENIENCE

- GG. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and the least possible inconvenience to the general public and to the employees of the Owner.

USE OF JOB SITE

- HH. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workman to limits indicated by the law, ordinances, permit or directions of the Owner

and shall not encumber the premises with his materials.

- II. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.

SCHEDULE OF VALUES

- JJ. The Contractor shall within ten (10) days of receipt of notice to proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

REQUESTS FOR PAYMENT

- KK. The Contractor may submit periodically but not more than once each month a Request for Payment of work done on the site and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until final completion and acceptance of the work and less previous payments.
- LL. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Owner prior to receiving payment on the project.

RELEASE OF LIENS

- MM. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

PATENTS

- NN. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

COOPERATION WITH OWNER

- OO. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

SUBCONTRACTS

- PP. The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.

The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

- QQ. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

ASSIGNMENT OF CONTRACT

- RR. No assignment by the Contractor of any construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized, unless such assignment has

had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve that Contractor of the obligations incurred by him under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

- SS. "It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

OTHER CONTRACTS

- TT. The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

OWNER'S RIGHT TO DO WORK

- UU. If the Contractor neglects to prosecute the work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

TERMINATION BY THE CONTRACTOR

VV. If the Owner fails to make payment through no fault of the Contractor for a period of thirty(30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

TERMINATION BY THE OWNER

- WW. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

CHANGES IN THE WORK

- XX. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.
- YY. The Contract Sum and the Contract Time may be changed only by Change Order.
- ZZ. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.

CORRECTION OF WORK

- AAA. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final payment of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by

Subcontractors as well as to work done by direct employees of the Contractor. The obligations of the Contractor under this paragraph shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

SANITARY CONVENIENCE

BBB. The Contractor shall provide and maintain on the construction work at all times suitable sanitary facilities for use of those employed on this contract without committing any public nuisance. Portable toilets shall be of proper design and fly-tight. All toilet facilities shall be subject to approval of local and state departments of health.

CLEANING UP AND FINAL INSPECTION

CCC. The Contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding, and surplus materials, and shall leave the completed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Owner to be just.

OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

DDD. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:

1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
2. For defective work not remedied.
3. For failure of the contractor to make proper payments to the Subcontractors.
4. Reasonable doubt that this Contract can be completed for the balance then unpaid.
5. Evidence of damage to another Contractor.
6. Liquidated damages due to failure to meet contract completion dates.

The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

EEE. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

CHANGES – PAYMENT the Owner may, upon proper action of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.

FFF. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:

1. By an acceptable lump sum or unit price proposal by the Contractor.
2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.

GGG. No claim for an addition to the contract price will be valid unless authorized as aforesaid.

HHH. In cases where a lump sum proposal is submitted by the Contractor in excess of Five Hundred Dollars (\$500.00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated, the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves

the right to make an award of such work to another Contractor, unless the Contractor on this Contract agrees to do the added work or changed work for the price named by the other Contractor.

- III. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the Owner, or unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and Resident Engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

DEDUCTION FOR UNCORRECTED WORK

- JJJ. If the Owner deems it expedient to accept work damaged or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

FINAL ACCEPTANCE OF THE WORK

- KKK. The Contract shall be deemed as having been finally accepted by the Owner when its governing body, by formal resolution, accepts the work.

CORRECTION OF WORK AFTER FINAL PAYMENT

- LLL. Neither the final payment on this Contract by the Owner nor any provision in these Contract Documents shall relieve the Contractor or Surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law nor of the responsibility of remedying such faulty workmanship and materials.

STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The City shall be the sole and final judge of equivalency.

2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:

- 2.1** Public Works Projects are subject to Wis Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

- 2.2** Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the City of

Sheboygan Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the City from requesting additional information and/or clarification.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

4.0 QUALITY: Unless otherwise indicated in the request, all material 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 by the City.

5.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

7.0 PRICING AND DISCOUNT: The City qualifies for governmental discounts. Unit prices shall reflect these discounts.

7.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.

7.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

8.0 RESPONSES TO REMAIN OPEN: Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

9.0 ACCEPTANCE-REJECTION: The City reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the City.

10.0 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 contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

11.0 CONTRACT AND EXECUTION OF CONTRACT: Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the City of Sheboygan Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the City, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.

12.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any

document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the City.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the City reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the 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 s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the City.
- 19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the City must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 23.0 OPEN RECORDS:** Both parties understand that the City is bound by the Wisconsin Public Records Law,

and as such, responses and contracts are subject to and conditioned on the provisions of the 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 the 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 contract.

- 24.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the 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).
- 25.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the City, 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. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- 26.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the City and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 27.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., 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. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261- 7577.
- 28.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract 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, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

SIGN DETAILS

The following specifications are to be used in the formulation of the bid for the sign being proposed.

- Enclosed aluminum cabinet sty sign.
- Interior illuminated
- Dimensions to be 96" Tall x 96" Wide
- Aluminum exterior to be powder coated, color to be determined.
- Two sign faces to be routed aluminum backed with colored Translucent Polycarbonate.
- All electrical to be UL and NEC approved.
- All lighting to be LED
- All lighting with the exception of electronic message board to be controlled with "dusk to dawn" control equipment.
- Masonry Base to be no less than 24" Tall
- Masonry Base to be approximately 96" Long x 24" depth.
- All bids must include excavation for concrete footings and concrete base pedestal
- Cultured Stone Base to be Boral "Cobblefield" Chardonnay or approved equal.
- Two sided LED Electronic Display to be Outdoor Rated and FULL COLOR.
- Daktronics or approved equal 16MM featuring minimum of 40 pixels x 125 Pixels.
- Cabinet size to be at least 2'-7" tall x 6'-9" wide for the two displays.
- Bid is to include Software designed for remote control of signs using wireless internet connection.
- Bids are to include complete final design services and training for operation of the software.
- City is exempt from Sales Tax.
- Performance and Payment bond to be included in the bid price.

Deland Park - Sheboygan

