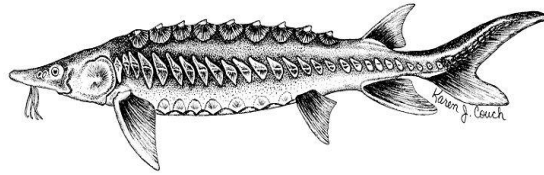


**INVITATION TO BID
MUNICIPAL BUILDING RE-ROOFING
Project No. 2020-01**



Sealed bids will be received until:
Tuesday January 28th
1:00 p.m.
Office of the Town clerk
N5024 Long Rd
Chilton, WI 53014

Contact for Questions
Town Supervisor Dean Joas
Tel#920-850-6779
Email: ffdjoas@gmail.com

Issue Date Dec 26th, 2019

Sealed bids will be received at the Office of the Town Clerk, Town Of Stockbridge until 1:00 p.m. on Tuesday Jan 28th 2019, at the 6:30PM Stockbridge town and village joint meeting held at 175 S. Military Rd. Stockbridge, WI bids will be opened and publicly read for: MUNICIPAL BUILDING RE-ROOFING Project No. 2020-01 175 south Military in the Village of Stockbridge, The joint boards are requesting sealed bids from qualified firms to re-roof the Municipal (Fire Station and community hall) Building located at 175 South Military Stockbridge, Wi. Only roof contractors that have been in business for five (5) years or more will be considered. The work involved with the project shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, disposal, machinery, superintendence and services necessary for the complete in place construction of the project. The Boards reserve the right to award the bid to the lowest, most responsive, responsible bidder, as determined by the Joint Boards, subject to the right of the Joint Boards to reject any and all bids, to waive any irregularity in the bids or bidding procedure, and subject also to the right of the Joint Boards to award bid and contract to bidders other than the low bidder.

No bid bond is required in this bid and only contractors who have not performed work for the Village or Town of Stockbridge need to have all documentation completed. Those who have already done work have there papers in and only need to send there bid. All paper work will be required before awarded.

INVITATION TO BID.....

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INSTRUCTION

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE INVITATION TO BID FORM.

1. Purpose of Bid: The Village AND Town of Stockbridge is requesting sealed bids from qualified firms to re-roof the Municipal Building. The Village and Town reserves the right to award the Bid considered the best to serve the Villages and Towns interests.

2. Any questions concerning the Bid Specifications or any required need for clarification must be made in writing to ffdjoas@gmail.com, at least five (5) days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by the Village and Town in response to such questions will be issued by an addenda emailed or posted on the Town of Stockbridge web site. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a BIDDER from submitting the Bid on the required date and time as publicly noted.

3. Cone of Silence: You are hereby advised that this Invitation to Bid is subject to the "Cone of Silence," From the time of advertising until the Joint Boards issues recommendation, there is a prohibition on communication with the professional staff. The Cone of Silence does not apply to oral communications at pre-bid conferences, oral presentations before boards, contract discussions during any duly noticed public meeting, public presentations made to the boards during any noticed public meeting.

4. BIDDER warrants that the prices, terms and conditions quoted in the Bid will be firm for a period of ninety (90) days from the date of the Bid opening unless otherwise stated in the Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Invitations to Bid will be cause for rejection, as determined by the Joint Boards.

5. Pursuant to the provisions – "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

6. BIDDERS shall use the Bid Form(s) furnished by the Boards. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid may invalidate the Bid. BIDDER shall deliver to the Town Clerk, as Bid package:

(a) The Invitation to Bid and Instructions to Bidders.

- (b) A copy of all issued addendum.
 - (c) The Bid Form completely executed.
 - (d) Bid Security, (Bid Bond or cashier's check) attached to the Bid Form.
 - (e) Certificates of Competencies, State, County and Village Licenses.
 - (F) Certificate of Competencies
7. Certificate of Insurance and or Letter of Insurability.
 8. Drug Free Workplace Form, if applicable
 9. The entire Bid Package shall be placed in an opaque envelope and clearly marked with the BIDDER'S name and "MUNICIPAL BUILDING RE-ROOFING, PROJECT NO. 2020-01."
 10. Bids having an erasure or corrections must be initialed by the BIDDER in ink. Bids shall be signed in ink; all quotations shall be typewritten or printed and filled in with ink.
 11. Guaranties: No guarantee or warranty is given or implied by the Boards as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The Boards reserves the right to reasonably increase or decrease quantities as required. The prices offered herein, and the percentage rate of discount applies to other representative items not listed in this Bid.
 12. Delivery: All items shall be delivered F.O.B. destination (i.e. at 175 Military Rd), and delivery costs and charges (if any) will be included in the Bid Price. Exceptions shall be noted. When practical, the Boards may make pick-ups at the vendor's place of business.
 13. Mistake: If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail, and the extensions adjusted to coincide. BIDDERS are responsible for checking their calculations. Failure to do so will be at the BIDDER'S risk, and errors will not release the BIDDER from their responsibility as noted herein.
 14. Brand Names: If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples and/or specifications on such item(s). The Village shall be the sole judge concerning the merits of items Bid as equals.
 15. Material: Material(s) delivered to the job site under this proposal shall remain the property of the seller until accepted to the satisfaction of the Boards. In the event materials supplied to the site are found to be defective or do not conform to specifications, the Joint Boards reserves the right to return the product(s) to the seller at the seller's expense.
 16. Pricing: Prices should be stated in units of quantity specified in the Bid Form. In case of a discrepancy, the Village reserves the right to make the final determination at the lowest net cost to the Village.
 17. Safety Standards: The BIDDER warrants that the product(s) supplied to the Joint Boards conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by a Materials Data Safety Sheet (M.S.D.S) when applicable.
 18. Payments: Payment will be made after commodities/services have been received, accepted, and properly invoices as indicated in the contract and/or purchase order.

19. Liability, Insurance, Licenses & Permits: Where BIDDERS are required to enter onto Town and Village of Stockbridge property to deliver materials or to perform work or services as a result of a Bid Award, the BIDDER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The BIDDER shall be liable for any damages or loss to the Joint Boards occasioned by negligence of the BIDDER (or its agent) or any person the BIDDER has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, Certificates of Competency or other licenser requirements necessary to practice their profession as required by the Wisconsin Building Code,

20. Certificates of Competency. These documents shall be furnished to the Joint Boards along with the Bid response. Failure to furnish these documents or to have required licenses will be grounds for rejecting the Bid and forfeiture of the Bid Bond.

21. BIDDER shall furnish to the Town Clerk, Certificate(s) of Insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Wisconsin or otherwise secured in a manner satisfactory to the Boards, for those coverage types and amounts listed in Article 5 of the General Conditions, in an amount equal to 100% of the requirements and shall be presented to the Boards prior to issuance of any Contract(s) or Award(s) Document(s). The Village and Town of Stockbridge shall be named as "additional insured" with respect to this coverage. At the time of the Bid submission the BIDDER shall submit Certificates of Insurance, or evidence of insurability in the form of a letter from BIDDER'S insurance carriers demonstrating the ability to obtain coverage outlined in Article 5 of the General Conditions. All required insurances shall name the Village and Town of Stockbridge as additional insured.

22. All insurance shall be issued by companies rated A:7 or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the BIDDER and insurer to notify the Village Manager of cancellation, lapse or material modification of any insurance policies insuring the BIDDER, which relate to the activities of such vendor and the Village and Town of Stockbridge. This requirement shall be reflected on the Certificate of Insurance.

23. Failure to fully and satisfactorily comply with the Villages and Towns insurance and bonding requirements set forth herein shall authorize the Town Clerk to implement a rescission of the Bid Award without further action. The BIDDER hereby holds the Village and Town of Stockbridge harmless and agrees to indemnify covenants not to sue the Joint Boards by virtue of such rescission.

24. Copy rights and/or Patent Rights: BIDDER warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify Village and Town from any and all liability, loss or expense occasioned by any such violation.

25. Warranty/Guarantee: Successful BIDDER shall act as agent for the Village and Town in the follow-up and compliance of all items under Warranty/Guarantee and complete all forms for Warranty/Guarantee coverage under this Contract. BIDDER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.

26. Samples: Samples of items, when required, must be furnished by the BIDDER free of charge to the Village and Town. Each individual sample must be labeled with the BIDDER'S name and manufacturer's

brand name and delivered by them within ten (10) calendar days of the Bid opening unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The Village and Town will not be responsible for returning samples.

27. Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful BIDDER to notify the Village and Town at once, indicating in its letter the specific regulation which required an alteration. The Village and Town of Stockbridge reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the Village and Town.

28. Assignment: The CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the Town Clerk. Any award issued pursuant to the Invitation to Bid and monies, which may be due here under are not assignable except with prior written approval of the Town Clerk

29. Award of Bids: The Village and Town of Stockbridge reserves the right to award the bid to the lowest, most responsive, responsible BIDDER, as determined by the Village and Town Boards, subject to the right to reject any and all bids, to waive any irregularity in the bids or bidding procedure and subject also to the right of the Village to award bid and contract to BIDDERS other than the low BIDDER.

30. Evaluation of Bids: The Village and Town, at its sole discretion, reserves the right to inspect any/all BIDDER'S facilities to determine its capability of meeting the requirements for the Contract. Also, price, responsibility and responsiveness of the BIDDER, the financial position, experience, staffing, equipment, materials, references, and history of service to the Village and/or Town, or comparable private entities, will be taken into consideration in the Award of the Contract.

31. Identical (Tie Bids): Shall be awarded by the Village and Town in compliance with Wisconsin Statutes providing for a drug free workplace. That is, in the event of an identical Tie Bid, a preference shall be given to a business having a drug free workplace. Failure to provide proof of compliance when requested shall be cause for rejection of the Bid as determined by the Boards.

32. Hold Harmless: All BIDDERS shall hold the Village and Town, its officials and employees harmless and covenant not to sue the Village and Town, it's officials and employees in reference to its decisions to reject, award, or not award a Bid, as applicable.

33. Cancellation: Failure on the part of the BIDDER to comply with the conditions, specifications, requirements, and terms as determined by the Village and Town, shall be just cause for cancellation of the Award.

34. Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the Village and Town of Stockbridge responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the Village or Town Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

35. Non-conformance to Contract: The Village and Town of Stockbridge may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at its own expense and redelivered at its expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the Village and Town shall have the right to dispose of them as its own property. Rejection for non-conformance, or failure to meet delivery schedules may result in the Contract being found in default.

36. Default Provision: In case of default by the BIDDER or CONTRACTOR, the Village and Town of Stockbridge may procure the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

37. Indemnification: The CONTRACTOR shall indemnify, save harmless, and defend the Village and Town of Stockbridge, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, its agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and/or from any procurement decision of the VILLAGE and Town including without limitation, awarding the Contract to the CONTRACTOR.

38. Secondary/Other Vendors: The VILLAGE and TOWN reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

39. Plans for Construction: The successful BIDDER will follow the attached specifications.

40. Bonding Requirements: The BIDDER, in submitting this Bid, shall include a Bid Bond in the amount of 5% of the total amount of the base Bid on the Bid Bond Form included herein. A company or personal check shall not be deemed a valid Bid Security.

41. Performance and Payment Bond: The Village and Town of Stockbridge shall require the successful BIDDER to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the Base Bid Price, with the Village and or Town as the obligee. The Performance Bond(s) and Payment Bond(s) are security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Wisconsin.

42. Bid Guarantee: The successful BIDDER shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days of Notice of Award by the Village and Town Boards. The BIDDER who has the Contract awarded to him and who fails to execute the Contract and furnish the Performance and Payment Bonds and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied his Bid, and the Bid Security shall be retained as liquidated damages by the Village, and it is agreed that this sum is a fair estimate of the amount of damages the Village and Town will sustain in case the BIDDER fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

43. Time of Completion: The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the General Conditions. The time allowed for the completion of the work shall be as stated in the Bid Form and Notice to Proceed.

44. Subcontractors: Within five (5) calendar days after bid opening, the apparent lowest responsive and responsible BIDDER shall submit to the VILLAGE and Town the CONSULTANT for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the VILLAGE and TOWN, will notify the CONTRACTOR in writing if either the VILLAGE or Town or the CONSULTANT, after due investigation, has reasonable objection to any Subcontractor, person, or organization on such list. The failure of the VILLAGE and Town or the CONSULTANT to make objection to any Subcontractor, person, or organization on the list within thirty (30) days of the receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the VILLAGE or the CONSULTANT to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents. If, prior to the Notice of Award, the VILLAGE and Town or the CONSULTANT has reasonable objection to and refuses to accept any Subcontractor, person or organization listed, the apparent low BIDDER may, prior to Notice of Award, submit an acceptable substitute without an increase in its bid price

BID FORM

THIS BID IS SUBMITTED TO:

Town Clerk

N5024 Long Rd Chilton, WI 53014

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the Village and Town of Stockbridge in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within ten (10) calendar days after the date of the Village's or Town's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that: (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

BIDDER has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

BIDDER has studied carefully all reports/ specifications and/or drawings of subsurface conditions and drawings of physical conditions.

BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are, or will be required, by BIDDER for such purposes.

BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect to said Underground Facilities are, or will be required, by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

BIDDER has given Consultant written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Consultant is acceptable to BIDDER.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from Bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the VILLAGE or Town.

BIDDER understands and agrees that the Contract Price is the lump sum to furnish and install and the Work complete in place and clean and dispose of all debris. As such, the Contractor shall furnish all labor, materials, equipment, tools, superintendence, Disposal and services necessary to provide a complete, in place Project for the Bid Price of: LUMP SUM BASE BID:

_____ dollars and _____ cents (\$)

The ENTIRE WORK shall be completed, in full within three (3) months from the date stipulated in the NOTICE TO PROCEED. Failure to complete the entire work during the described time period shall result in the assessment of liquidated damages as indicated in item #6 of the Agreement.

Communications concerning this Bid shall be addressed to:

BIDDER: Town and Village of Stockbridge

Contact Person: Dean Joas

Address: N5403 Hwy 55

Telephone: 920-850-6779

Email Address: ffdjoas@gmail.com

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS _____ DAY OF _____ 2019.

BID SUBMITTED BY: _____

Signature _____

Name _____

Title _____

Company _____

Telephone Number _____

Email

BID BOND

MUNICIPAL BUILDING RE-ROOFING Project No. 2020-01

STATE OF Wisconsin

COUNTY OF Calumet

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Village and Town of Stockbridge, a municipal corporation of the State of Wisconsin the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 2019 for the Municipal Building, Project No. 2020-01.

WHEREAS, it was a condition precedent to the submission of said Bid that a Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the Village for the performance of said Contract, within ten (10) consecutive calendar days after written Notice of Award.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written Notice of Award, enters into a written Contract with the Village and Town of Stockbridge and furnishes the Performance and Payment Bonds, satisfactory to the Village and Town, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Village or Town of Stockbridge and the Surety herein agrees to pay said sum immediately, upon demand of the Village and Town, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal. IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of

_____, 2018, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative. IN

PRESENCE OF: _____ (SEAL) (Individual or Partnership Principal)

(Business Address) _____ (City/State/Zip)

(Business Phone) BID BOND MUNICIPAL CENTER
BUILDING RE-ROOFING Project No. 2020-01 10 ATTEST:

Secretary (Corporate Surety)* By: _____

BIDDER QUALIFICATION STATEMENT MUNICIPAL

The BIDDER'S response to this questionnaire will be utilized as part of the VILLAGE'S overall Bid Evaluation and Contractor selection.

1. Number of similar construction projects completed,

a) In the past 5 years _____

On Schedule _____

b) In the past 10 years _____

On Schedule _____

2. List the last three (3) completed similar Projects.

a) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price: _____

b) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

4. The following information shall be attached to the bid.

a) Contractor's home office organization chart.

b) Contractor's proposed project organizational chart.

c) Resumes of proposed key project personnel, including on-site Superintendent. 5. List and describe any: a) Bankruptcy petitions filed by or against the BIDDER or any predecessor organizations, b) Any arbitration or civil or criminal proceedings, or c) Suspension of contracts or debarment from Bidding by any public agency brought against the BIDDER in the last five (5) years. BIDDER QUALIFICATION STATEMENT MUNICIPAL CENTER BUILDING RE ROOFING Project No. 2018-011 13 6. Governmental References: List other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five (5) years.

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Name of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Name of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Name of Project: _____

NON-COLLUSION AFFIDAVIT

_____ being first duly sworn, deposes and says that: (1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the BIDDER that has submitted the attached Bid; (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; (3) Such Bid is genuine and is not a collusive or sham Bid; (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant. Signed, sealed and delivered in the presence of:

_____ By: _____

Witness Signature _____

Witness Print Name and Title _____ Date _____

On this the _____ day of _____, 2019, before me, the undersigned Notary Public of the State of Wisconsin, personally appeared (Name(s) of individual(s) who appeared before notary) _____ and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal. _____

Notary Public, State of Wisconsin NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned.) _____

Personally known to me, or ____ Personal identification: _____

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount thirty six (36) months from the date of being placed on the convicted vendor list”. The award of any contract hereunder is subject to the provisions. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village or Town of Stockbridge or its agencies. Sworn statement is submitted to Town Clerk

_____ [print name of the public entity] by
_____ [print
individual’s name and title] for

_____ [print
name of entity submitting sworn statement] whose business address is and (if applicable) its Federal
Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the
Social Security Number of the individual signing this sworn statement:

_____.)

I understand that a “public entity crime” as defined means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” as defined means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined means:

(a) A predecessor or successor of a person convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management

of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Wisconsin during the preceding 36 months shall be considered an affiliate. understand that a "person" as defined in means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity. 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.] _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

[signature] Sworn to and subscribed before me this _____ day of _____, 2019.
Personally known _____ OR
Produced identification _____ Notary Public – State of _____
_____ My commission expires _____ (Type of
identification) (Printed, typed or stamped commissioned name of notary public)

DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S Signature:

Print Name: _____

Date: _____

LIST OF PROPOSED SUBCONTRACTORS AND PRINCIPAL SUPPLIERS

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone	Email

This list shall be provided to the Village of Pinecrest by the apparent lowest responsive and responsible bidder within five (5) calendar days after Bid Opening.

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: Re-roofing of Municipal Building in accordance with Contract Documents and Plans, the Village has considered the Bid submitted by you for the above described Work in response to its advertisement for Bid and Instructions to BIDDERS. You are hereby notified that your Bid has been accepted for the Municipal Center Building Reroofing project, in the lump sum amount of: \$. You are required by the Instructions to BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this notice, said VILLAGE shall be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

BY: _____

Dated this day of , 2019.

Dean Joas

PROJECT MANAGER

ACCEPTANCE OF NOTICE Receipt of the above Notice of Award is hereby acknowledged by

_____ this ____ day of _____, 2019. BY:

_____ TITLE: _____ (Signature) You are required

to return an acknowledged copy of this Notice of Award to the Town Clerk.

AGREEMENT

THIS AGREEMENT, made and entered into on this day of ____, 2019, by and between
_____, (“Contractor”), and the Village and Town of Stockbridge:

WITNESETH:

The Contractor and the Village for the considerations hereinafter fully set out, hereby agree as follows:

1. That the Contractor shall furnish all the materials, and perform all of the Work in manner and form as provided by the Invitation to Bid, Instructions to Bidders, drawings, plans, specifications and other Bid Documents.
2. That the Contractor shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Village/ Town and shall complete all Work hereunder within the length of time stipulated in the Bid.
3. That the Village hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Bid Form, in lawful money of the United States, the amount of:

Written Dollar Amount

Dollars (\$ _____), Lump Sum for the BASE BID.

4. That the Village and Town shall make monthly partial payments to the Contractor on the basis of a duly certified and approved estimate of Work performed during each calendar month by the Contractor, less the retention provided for in the General Conditions, which is to be withheld by the Village until completion of the project in accordance with this Agreement and until such Work has been accepted by the Village.
5. That upon submission by the Contractor of evidence satisfactory to the Village that all payrolls, materials bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, final payment on account of this Agreement shall be made within sixty (60) days after the completion by the Contractor of all Work covered by this Agreement and the acceptance of such Work by the Village.
6. That if the Contractor shall fail to complete the Work within the time limit stipulated on the Bid Form in #5, or any extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of Five Hundred and 00/100 Dollars (\$500.00) per day, plus any monies paid by the Village and Town to its Consultant(s) for additional engineering and inspection services associated with such delay.

7. That if, at any time after the execution of this Agreement and the Surety Bond for faithful performance and payments by the Contractor, the Village and Town shall deem the Surety or Sureties upon such Surety Bond to be unsatisfactory, or if, for any reason such Surety Bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its expense within five (5) days after the receipt of notice from the Village so to do, furnish an additional Surety Bond(s) in such form and amount and with such Surety or Sureties as shall be satisfactory to the Village and Town. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work is furnished in manner and form satisfactory to the Village.

8. No additional Work or extras shall be done unless the same is duly authorized by appropriate action by the Village and Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES: _____

CONTRACTOR: _____

Signature: _____

Name: _____

Title: _____

OWNER: VILLAGE and Town of Stockbridge

Signature: _____

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Wisconsin we, _____
_____ as Principal, hereinafter called Contractor, and _____
_____, as Surety, are bound to the Village and Town of Stockbridge of,
hereinafter called Village and Town in the amount of
_____ Dollars (\$ _____) for the
payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract, for the
Municipal Center Building Re-roofing project, awarded the _____ day of _____,
2019, with the Village, in accordance with the specifications, which Contract is by reference made a part
hereof and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that the Contractor and Surety, jointly and severally, bind
themselves, their heirs, executors, administrators, and successors, and assigns to the Owner for the
performance of the Construction Contract which is incorporated herein by reference. If the Contractor:

1. Fully performs the Contract between the Contractor and the Village for the Suniland and
Evelyn Greer Parks Re-roofing project for the BASE BID within five (5) months from Contract
commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract.

2. Indemnifies and pays Village all losses, damages (specifically including, but not limited to,
damages for delay and other consequential damages caused by or arising out of the acts, omissions or
negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in
appellate proceedings, that Village sustains because of default by Contractor under the Contract; and

3. Upon notification by the Village, correct any and all defective or faulty Work or materials
which appear within twelve (12) months of final acceptance by the Village, and;

4. Performs the guarantee of all Work and materials furnished under the Contract for the time
specified in the Contract, then this Bond is void, otherwise it remains in full force. Whenever Contractor
shall be, and declared by the Village to be, in default under the Contract, the Village having performed
obligations there under, the Surety may promptly remedy the default, or shall promptly remedy the
default, or shall promptly:

4.1 Complete the Contract in accordance with its terms and conditions; or

4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety of the best, lowest, qualified, responsible and

responsive BIDDER, or, if the Village elects, upon determination by the Village, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and Village, and make available as Work progress (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the Contract Price" as used in this paragraph, shall mean the total amount payable by Village and Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Village and Town to the Contractor. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Village named herein. The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any informalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond. IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 2018, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative. IN PRESENCE OF: _____

(SEAL) (Individual or Partnership Principal)

(Business Address) _____

(City/State/Zip) _____

(Business Phone) ATTEST: _____

Secretary (Corporate Surety)* By: _____

IN THE PRESENCE OF: INSURANCE COMPANY: BY: _____

Agent and Attorney-in-fact Signature _____

(Business Address) _____

(City/State/Zip) _____

(Business Phone _____

FORM OF PERFORMANCE BOND

State of Wisconsin

On this, the _____ day of _____, 2018, before me, the undersigned notary public of the State of Florida, the foregoing instrument was acknowledged by

(Name of Corporate Officer), _____

(Title), of _____

(Name of Corporation), a _____

(State of Corporation) corporation, on behalf of the corporation. WITNESS my hand and official seal.

Notary Public, State of Wisconsin NOTARY PUBLIC: SEAL OF OFFICE:

_____ (Name of Notary Public: Print, Stamp or type as commissioned.)

Personally, known to me, or _____

Personal identification: _____

Type of Identification Produced _____

Did take an oath, or _____ Did Not take an oath.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her/their signature; and his/her/their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, pursuant to the requirements of Wisconsin Statute we, _____ as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Village and Town of Stockbridge, as Obligee, hereinafter called Village and Town in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract, for the Municipal Center Building Re-roofing project, awarded the _____ day of _____, 2018, with the Village and Town, in accordance with the specifications, which Contract is by reference made a part hereof and is hereafter referred to as the Contract; THE CONDITION OF THIS BOND is that the Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, and successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms:

1. The Contractor promptly makes payments to all claimants as defined by Florida Statute 225.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.

1.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

1.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.

1.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any informalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

FORM OF PAYMENT BOND

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 2018, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative. IN PRESENCE OF: _____

(SEAL) (Individual or Partnership Principal) _____

(Business Address) _____

(City/State/Zip) _____

(Business Phone) ATTEST: _____

Secretary (Corporate Surety)* By: _____

IN THE PRESENCE OF: INSURANCE COMPANY: BY: _____
Agent and Attorney-in-fact Signature _____

(Business Address) _____

(City/State/Zip) _____ (Business Phone)

FORM OF PAYMENT BOND

STATE OF Wisconsin)

COUNTY OF Calumet)

On this, the _____ day of _____, 2018, before me, the undersigned notary public of the State of Florida, the foregoing instrument was acknowledged by

(Name of Corporate Officer), _____

(Title), of _____

(Name of Corporation, a _____

(State of Corporation) corporation, on behalf of the corporation. WITNESS my hand and official seal. _____

Notary Public, State of Wisconsin NOTARY
PUBLIC: SEAL OF OFFICE:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her/their signature; and his/her/their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(Name of Corporation)

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

TO THE VILLAGE OF PINECREST We, _____ (Name of Contractor), hereby acknowledge and agree that as Contractors for the Re-roofing project, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village and Town of Stockbridge against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (subcontractor's names):

to comply with such act or regulation.

CONTRACTOR _____

Signature Witness BY: _____

Name _____

Title _____

NOTICE TO PROCEED

TO:

DATE:

PROJECT DESCRIPTION: Re-roofing of the Municipal Building, in accordance with the Detailed Specifications as listed in the Bid documents. The Village and Town has considered the Bid submitted by you for the above described Work in response to its advertisement for Bid and Instructions to BIDDERS. You are hereby notified to commence Work in accordance with the Agreement dated _____, on or before _____. You are to complete the work for the BASE BID within three (3) months. The date of completion of all Work is therefore _____

ACCEPTANCE OF NOTICE Receipt of the above Notice to Proceed is hereby acknowledged by _____, this the _____ day of _____, 2019.

BY: _____

TITLE: _____

(Signature) _____

You are required to return an acknowledged copy of this Notice to Proceed to the Village and Town Manager.

Specification

Re-Roof Project

This project is figured into (3) sections.

:Starting at the south end of the building.

: The Community Hall 40' x 45'.....

: Middle Bay: 40'x 68'.....

: North Bay : 40'x40'.....

All Roofs

: Clean and prep existing membrane roofs including insulation repair.

: Remove existing 24 GA. sheet metal flashings and gutter systems and dispose of.

: Fully adhere 60 mil EPDM membranes.

: Seal all roof penetrations.

: Install new 24 GA. flashings and gutter systems.

: no leak warranty.

Price all 3 sections separately and as a total project