

**Addendum No. 02**

Issue Date: 4/23/2024

CITY OF MEQUON CITY HALL HVAC AND CHAMBERS UPGRADE

11333 N CEDARBURG ROAD, MEQUON, WI 53092

City of Mequon Project No. 3843  
Strang Project No. 2024024

**BID DATE: 1:30 P.M. , TUESDAY, APRIL 30, 2024**

This Addendum is issued to modify, explain or correct the original drawings and specifications and is hereby made a part of the Contract Documents. Please attach this Addendum to the Bid Documents in your possession. Insert the number and issue date of this Addendum on the Bid Form.

**SPECIFICATIONS**

Section 00 00 30 - Notice to Bidders

1. Revised project start and completion dates.

Section 00 00 50 - Contract

2. Revised project start and completion dates.

**DRAWINGS**

None

**Attachments:**

Specifications: As indicated above.

Drawings: As indicated above.

**END OF ADDENDUM**

STRANG, INC.  
811 EAST WASHINGTON AVENUE, SUITE 200  
MADISON, WI 53703  
(608) 276-9200

**SECTION 00030**  
**NOTICE TO BIDDERS**

OWNER: The City of Mequon, Wisconsin, by the undersigned Director of Public Works/City Engineer, will receive Bids for the **City of Mequon City Hall HVAC and Chambers Upgrade** as follows:

Project includes the replacement of air handling units, condensing units, ceiling upgrades, lighting/electrical upgrades, window replacement and flooring replacement for the Council Chambers located at City Hall, 11333 N. Cedarburg Road.

ENGINEERING PROJECT FILE NO. 3843

Bids shall be submitted on the forms included in the bidding and contract requirements section of these Contract Documents.

BIDS: All Bids shall be addressed to Kristen Lundeen, PE, Director of Public Works/City Engineer, City of Mequon, 11333 North Cedarburg Road 60W, Mequon, WI 53092, and shall be enclosed with the name and address of the Bidder and the contract for which the Bid is being submitted on the outside of the sealed envelope.

TIME: Sealed Bids will be received until **1:30 PM** on **Tuesday, April 30, 2024**, in the Building Division at Mequon City Hall, at which time all Bids will be publicly opened and read aloud.

PRE-BID CONFERENCE: A pre-bid conference will be held for all interested bidders at **1:00 PM** on **Wednesday, April 17, 2024**, at which time any questions may be answered. The pre-bid meeting will be held at City Hall at which time any questions may be answered. Attendance of this meeting is strongly encouraged as the lack of information resulting from failure to attend this meeting does not relieve the bidder of any obligations pertaining to their bid, or to the execution of the contract shall it be awarded to said bidder.

START AND COMPLETION DATES: All work can start after ~~May 20, 2024~~ **March 17, 2025** and shall be completed by ~~November 15, 2024~~ **May 30, 2025**. Failure to meet this deadline will result in the assessment of liquidated damages as specified by the contract documents.

QUALIFICATION STATEMENT: In accordance with Wis. Stat. §66.0901(2), Bidders shall be required to submit a statement of financial ability, equipment, and experience in the work prescribed. This Qualification Statement shall be submitted to the office of the Engineer no less than five days prior to the opening of bids. Failure to submit a qualification statement at least five days prior to bid opening may result in the rejection of the bid. Qualification Statement forms can be obtained at the office of the City Engineer. An evaluation of qualification statements will be made by the Engineer who will provide a recommendation to the Common Council prior to award. Those firms whose qualifications are found to be unacceptable shall be disqualified from consideration of award.

BID SECURITY: A certified check, or satisfactory Bid Bond payable to the City of Mequon in the amount of not less than five (5%) percent of the Bid shall accompany each Bid as guarantee that if the Bid is accepted the Bidder will execute and file the Contract Performance Bond and Insurance Certificate as required by this contract within ten (10) calendar days after Notice of Award of the Contract by the City.

BID REJECTION: The City reserves the right to reject any and all Bids, waive any informalities or irregularities in Bidding or accept any Bid or Bids which, in the opinion of the City, shall serve the City's best interest.

BID WITHDRAWAL: No Bid may be withdrawn for a period of forty-five (45) days after the time and date set for the opening thereof, without the consent of the City.

AWARD OF CONTRACT: It is anticipated that authorization to award to the selected qualified, responsive and responsible low bidder will be granted at the **May 14th, 2024** Common Council meeting. The selected contractor shall, within ten (10) calendar days after notification, provide to the City of Mequon the required contract documents for signature.

END OF SECTION

## SECTION 00500

### CONTRACT

THIS AGREEMENT is dated as of the **xx** day of **xx** by and between the City of Mequon hereinafter called "CITY" and **xx** hereinafter called "CONTRACTOR."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **WORK**

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Project includes the replacement of air handling units, condensing units, ceiling upgrades, lighting/electrical upgrades, window replacement and flooring replacement for the Council Chambers located at City Hall, 11333 N. Cedarburg Road.

The Project for which the work, under the contract Documents, may be the whole or only a part is generally referred to as:

City of Mequon City Hall HVAC and Chambers Upgrade

#### **ENGINEER**

The Plans and the Specifications were prepared by the City of Mequon. The Engineer, who is hereinafter called ENGINEER will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

#### **CONTRACT PRICE**

The CITY shall pay the CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as specified in Section 00300 and includes additive bid items, as follows **\$xx** which figure shall be adjusted in accordance with the attached "Contractor's Unit Prices" for extras and credits, for changes in the scope of the work. The CITY reserves the right to increase or decrease the quantities of work. The cost for such an increase or decrease in the quantities of work will be negotiated using the unit prices/schedule of prices for determination of reasonable cost. No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the CONTRACTOR resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

#### **CONTRACT TIME**

No work shall start prior to ~~May 20, 2024~~ March 17, 2025 unless previously authorized by the City Engineer. All work shall be completed by ~~November 15, 2024~~ May 30, 2025. Failure to meet this deadline will result in the assessment of liquidated damages as specified by the contract documents.

#### **DAMAGES**

Liquidated damages will be assessed at the rate of \$500.00 (five hundred dollars) per day for any of the following:

- Failure to comply with the ~~November 15, 2024~~ May 30, 2025 project completion date
- Failure to complete any work shown on the CONTRACTOR submitted, CITY approved project schedule except due to unforeseen weather delays (see section 01300)

#### **PAYMENT PROCEDURES**

### *Submittal and Processing of Payments*

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

### *Progress Payments; Retainage*

The City shall make payments on account of the Contract Price on the basis of Contractor's Applications for Payment. All such payments will be measured by the Schedule of Values established in the General Conditions (and in the case of Bid Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided by Wisconsin State Statutes:

- The retainage shall be an amount equal to not more than 5% of said the estimate until 50% of the work has been completed.
- At 50% completion, no additional amounts shall be retained, and partial payments shall be made in full to the contractor unless the architect or engineer certifies that the job is not proceeding satisfactorily.
- At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed.
- Upon substantial completion of the work, an amount retained may be paid to the contractor.

### *Final Payment*

Upon final completion and acceptance of the Work in accordance with the General Conditions, CITY shall pay the Contract Price as recommended by Engineer.

### **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents. CONTRACTOR has made or caused to be made examinations, investigations and test and studies of such reports and related data in addition to those referred to above as he deems necessary for the performance 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, test, reports or similar data are or will be required by CONTRACTOR for such purposes. CONTRACTOR has correlated the results of all such observations, examinations, investigations, test reports and data with the terms and conditions of the Contract Documents. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR.

### **CONTRACT DOCUMENTS**

The Contract documents which comprise the entire agreement between CITY and CONTRACTOR are attached or referenced to this Agreement, made a part hereof and consists of the following:

Official Notice and Instructions to Bidders, General and Supplementary Conditions, Addenda, Specifications, Plans, Drawings, completed Bonds and Bid Form, Contract, all Amendments, Modifications, Change Orders and Supplements issued on or after the effective date of agreement. There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a Change Order (as defined in Article 1 of the General Conditions).

**MISCELLANEOUS**

Terms used in the Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. CITY and CONTRACTOR each binds himself, his partners, successor's assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**LIEN NOTICE**

As required by the Wisconsin Construction Lien Law, CONTRACTOR hereby notifies CITY that persons or companies furnishing labor or materials for the construction on CITY'S land may not have lien rights on CITY'S land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned CONTRACTOR, are those who contract directly with the CITY or those who give the CITY notice within 60 days after they first furnish labor or materials for the construction.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to the CONTRACTOR and TWO to the CITY. All portions of the Contract Documents have been signed or identified by City and CONTRACTOR or by ENGINEER on their behalf.

THIS AGREEMENT will be effective on \_\_\_\_\_, 2024

CITY: CITY OF MEQUON

BY \_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
Date

(Corporate Seal)  
BY \_\_\_\_\_  
(City Clerk)

CONTRACTOR:

BY \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

(Corporate Seal)  
ATTEST: \_\_\_\_\_

\_\_\_\_\_

Date

ATTEST AS TO FORM: \_\_\_\_\_  
(City Attorney)

\_\_\_\_\_

Date

END OF SECTION