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NOTICE TO CONTRACTORS
Grignon Mansion Exterior Improvements

Notice is hereby given by the Board of Public Works of the City of Kaukauna that it will receive sealed bids for "Grignon Mansion Exterior Improvements" until 6:00 p.m. on Monday, the 17th day of August, 2020, in the City Clerk's Office, Municipal Services Building, in the City of Kaukauna. Bids will be opened in the Council Chambers by the Board of Public Works at 6:00 p.m. on the same date. The bids shall be labeled "Grignon Mansion Exterior Improvements". References related to prior work on historic properties are strongly recommended as this is a National Register Listed property.

The above work will be let to the lowest responsible bidder and must be performed in accordance with the specifications and contract now on file with the City Clerk.

No bid can be received or considered unless accompanied by a certified check equal to five percent (5%) of the bid, or a bid bond in an equal amount payable to the City as a guarantee that, if the bid is accepted, the bidder will execute and file the proper contract and bond within ten (10) days from the date of the lowest responsible bidder's bid is accepted. In case the bidder fails to file such contract and bond within the time set by the City, the check or bid bond shall be forfeited to the City as liquidated damages. Plans and detailed specifications, together with the form on contract and bond, and a questionnaire to show bidder's proof of responsibility in accordance with Section 66.0901(2), Wisconsin Statutes, are on file and may be obtained at the City Clerk's Office.

The Board reserves the right to reject any or all bids.

BOARD OF PUBLIC WORKS
CITY OF KAUKAUNA, WISCONSIN

Bidder's Proof of Responsibility must be on file in the City Clerks Office by 4:30 p.m. on Wednesday, August 12th, 2020.

PUBLICATION DATES: JULY 22, 2020 & JULY 29, 2020

City of Kaukauna
Sally A. Kenney, Clerk

SCOPE OF PROJECT
Grignon Mansion Exterior Improvements

The Charles A. Grignon Mansion is a city-owned property which is a National Register of Historic Properties listed location. A number of exterior repairs to the Southern façade (balcony repair, porch replacement on front and rear of Mansion), wood siding replacement on the Eastern façade and paint touch up work on the entire exterior façade are needed. Due to the Grignon Mansion's historic status, repairs and replacements must be completed to the specifications of the Wisconsin State Historic Preservation Office. Official State Historic Preservation Office guidelines for this project are attached on the following pages.

**The Contractor shall substantially complete the project prior to October 30, 2020,
or liquidated damages of \$250.00 per day will be assessed.**

SPECIAL PROVISIONS

Grignon Mansion Exterior Improvements

SECTION A: GENERAL SPECIFICATIONS

- Item #1:** Incidental work shall include all work not definitely specified or that specified, but not included in the bid schedule, including all work required to safely and satisfactorily perform the work intended by this document. Cost for incidental work shall be incorporated into the bid price for items of work.
- Item #2:** The City of Kaukauna shall furnish no labor or materials.
- Item #3:** Clean up and restoration of work site shall be to a condition equal to or better than that existing prior to construction.
- Item #4:** The Contractor shall notify the City Planning Department twenty-four (24) hours prior to the start of construction on all occasions. No work shall commence without prior notification of the Engineer or his authorized representative. The Contractor is responsible for subcontractors work and actions. Failure to notify the City Planning Department will result in a forfeiture of One Hundred Dollars (\$100.00) per incident, and no payment shall be made for work done prior to this time. This in no way relieves the Contractors of responsibility to carry out any provisions of this Contract.
- Item #5:** Contractor is to visit all work locations prior to bidding. This is to insure that the Contractor is familiar with all site conditions which exist.

All site visits may be made by request of the contractor between the business hours of 8:00 AM – 4:30 PM., Monday – Friday. Please contact the Planning and Community Development Department to complete a site visit.

SECTION B: SUMMARY AND SCOPE OF WORK

- Item #1:** The balcony repair consists of wood epoxy application on small areas of wood rot and full replacement and repainting of wood beyond repair. All railing materials should match the original in dimension, design and detail. All lumber used in construction must be primed and painted. All paint application must match the existing paint treatments in color.
- Item #2:** The front and rear porch repairs consist of removing existing porch decking and replacing with tongue and groove wood decking. Wide porch planking is not permissible. All lumber used in construction must be painted or finished with an opaque stain. All paint or stain application must match the existing paint or stain treatments in color. Some pillar bases may have suffered wood rot and will require full replacement and repainting.
- Item #3:** The NE corner of the Eastern façade damaged by woodpeckers shall be repaired with solid wood and repainted to match. All paint application must match the existing paint

treatments in color.

Item #4: Touch up paint trim work around the exterior façade of the Grignon Mansion shall be completed, in particular in areas where paint is compromised, especially around windows. All paint application must match the existing paint treatments in color.

Item #5:

Official Wisconsin State Historic Preservation Compliance Review of WHS#20-0745, received electronically on June 3, 2020:

Due to the recent global health crisis, Wisconsin SHPO Compliance staff are reviewing all projects digitally.

We have completed review of WHS#20-0745. We concur with the finding of:

· The proposed undertaking may affect one or more National Register and/or State-Register-Listed Historic Properties within the Project APE.

- The railing is character-defining and therefore should be repaired, not replaced. Wood epoxy consolidation is recommended for small areas of rot. If original rail posts have deteriorated beyond repair, it may be replaced with new materials that match the original in dimension, design and detail. All lumber used in construction must be primed and painted.
- The porch floor may be replaced using tongue-in-groove wood porch decking. Wide porch planking (found on contemporary decks) is not permissible. All lumber used in construction must be painted or finished with an opaque stain.
- Installing metal at this location is not appropriate. Woodpeckers like rotten wood. If the area is replaced with solid wood and repainted, the wood pecker will not be interested.

Please use this email as your official SHPO concurrence for the project. If you require a hard copy signed form, please contact me and I will do my best to provide you a signed copy as soon as possible.

Thank you,

Joe DeRose
Certified Local Government Coordinator
State Historic Preservation Office

Wisconsin Historical Society
816 State St
Madison WI 53706
608-264-6512(o)
Email: joe.derose@wisconsinhistory.org

INSTRUCTIONS TO BIDDERS

Grignon Mansion Exterior Improvements

No bid will be accepted unless it is presented on the forms prepared by the City of Kaukauna and shall be filed in sealed envelopes in the office of the City Clerk, Kaukauna, Wisconsin.

No bid will be considered unless it is accompanied by a certified check or bid bond of at least five percent (5%) of the largest bid, made payable to the City of Kaukauna. Such certified check shall be returned to the unsuccessful bidder on the rejection of his bid, and to the successful bidder upon the entering into contract with the City and with satisfactory bond approved by the Mayor. A performance bond and a signed contract shall be returned to the City within ten (10) days after notification of the award to the successful bidder.

The City reserves the right to reject any or all bids except any bid that may be considered to be in the best interest of the City of Kaukauna. No bid may be withdrawn for a period of forty-five (45) days after the date set for the opening of such bid.

SCHEDULE OF PRICES
Grignon Mansion Exterior Improvements

Item Number	Item Description	Total Price
No. 1	Furnish and install all material and labor for the repair of the second story balcony (including wood epoxy consolidation, replacement lumber, paint).	\$ _____
No. 2	Furnish and install all material and labor for the replacement of the first story front and rear porches (including wood porch decking, paint or stain).	\$ _____
No. 3	Furnish and install all material and labor for the replacement of wood siding on NE corner of Easter façade (including replacement lumber, paint).	\$ _____
No. 4	Furnish and install all material and labor for the touch up paint work on the exterior façade of the building (including paint).	\$ _____

TOTAL AMOUNT \$ _____

NOTE: Work shall be completed by October 30, 2020, or liquidated damages of \$250.00 per calendar day will be assessed.

PROPOSAL

Grignon Mansion Exterior Improvements

The undersigned declares that he has examined the plans and specifications showing and describing the work to be performed under this contract and is familiar with all the work that is to be performed, materials that must be furnished, local conditions, and that the bid is made in accordance with the specifications and he will perform the work for the following sums.

The undersigned agrees to start work embraced in this bid within ten (10) days after receiving written notification from the owner to commence work.

If the undersigned be notified of the acceptance of this proposal within thirty (30) days after the date of opening bids, the undersigned agrees to execute a contract for the above work for the above stated compensation on the form included in the contract documents attached thereto.

There is enclosed with the proposal _____

(Certified Check or Bond)

I hereby certify that all statements made herein are on behalf of _____

(Name of Corporation, Partnership or Individual)

a corporation organized and existing under the laws of the State of Wisconsin, a partnership consisting of _____; or an individual trading as _____ of the City of _____, State of _____, and that I have full authority to make such statements and submit this proposal in (my)(its)(their) behalf.

Signature

Title

CONTRACT

Grignon Mansion Exterior Improvements

This contract, entered into this _____ day of AUGUST, 2020, by the CITY OF KAUKAUNA hereinafter called the Owner; and _____, a Corporation incorporated in Wisconsin and licensed under the laws of the State of Wisconsin, hereinafter called the Contractor, witnesses that the parties hereto do mutually agree as follows:

1. **Statement of and Payment:** All labor and materials, and perform all work required for "Grignon Mansion Exterior Improvements" for the consideration of *SEE ATTACHED SCHEDULE OF PRICES * in strict accordance with this contract, the proposal as accepted, General Conditions of Grignon Mansion Exterior Improvements Specifications all of which are made a part hereto and designated as follows: "Grignon Mansion Exterior Improvements"
2. **Commencement and Completion of Work:** The Contractor agrees to commence work on the date given in a notice by the Owner and to complete the work by **October 30, 2020**, the date set forth in such notices. In the event of default by the Contractor in failing to timely complete the work, the Owner shall either take charge of the project to authorize the surety to do so and the project shall be completed at the contractor's and surety's expense.
3. **Payment by Contractor:** The Contractor agrees to pay all claims for work or labor performed and materials furnished under this contract in accordance with Section 779.14, Wisconsin Statutes.
4. **Contractor Liability:** Contractor shall be liable for any damage caused by his failure to maintain barriers and lights to prevent accidents on obstructed streets or sidewalks per Section 62.15 (11).
5. The Contractor will provide to the Owner proofs of insurance, of the types and amounts as set forth in the attached Insurance and Liability document, for itself and for any subcontractors on this project. **Contractor shall hold harmless Owner for any and all claims or causes of action arising out of the errors or omissions of the Contractor or any sub-contractors in the performance of this project.**

Alterations: The following changes were made in this Contract before it was signed by the parties hereto:

In Witness Whereof, the parties have executed this agreement as of the day and year first written above.

Contractor (Individual, Partnership or Corporation Name) (SEAL)

By Title (If Any) Date

Two Witnesses:

(Street, City and State Address)

(Street, City and State Address)

Page 1 of 2
CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the Corporation named Contractor herein; that _____ who signed this Contract on behalf of the Contractor, was then _____ of said Corporation; and that such Contract was duly signed for and on behalf of said Corporation by authority of its governing body.

Secretary

CITY OF KAUKAUNA

Anthony J. Penterman, Mayor

Sally Kenney, Clerk

Approved as to form:

Kevin Davidson, City Attorney

Date

Provision has been made to pay the liability that will accrue under this Contract.

William Van Rossum, City Finance Director / Treasurer

Date

ACKNOWLEDGMENT

Personally came before me this _____ of _____, 20 ____ the above named Anthony J. Penterman, Mayor and Sally Kenney, City Clerk, to be known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Outagamie County, Wisconsin

My Commission Expires _____

PERFORMANCE AND PAYMENT BOND

Grignon Mansion Exterior Improvements

Know all men by these presents, that, we, _____ as Principal; and _____ as Surety, are held and firmly bond unto the City of Kaukauna, Wisconsin hereinafter called the Owner, in the penal sum of _____

_____ Dollars, lawful money of the United States for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This condition of obligation is such that whereas the Principal has executed attached agreement dated _____ for _____

Now therefore, if the attached Agreements is executed on behalf of the Owner, and if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of said Agreement that may hereafter be made, shall promptly make payment to all persons supplying the Principal with labor and materials in the prosecution of the work provided for in said Agreement and any such authorized extension or modification thereof then, this obligation is to be void; otherwise remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder on the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such changes, extension of time, alternation or addition to the terms of the Agreement to work or to the specifications.

In witness thereof the above bonded parties have executed this instrument in _____ original counterparts, under their several seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence thereof:

(Contractor)

(SEAL)

(Business Address)

BY: _____
(Corporate Officer)

(Surety)

Attest:

(Attorney in Fact)

(Affix Corporate Seal)

CITY OF KAUKAUNA
Approved _____, 20_____

Anthony J. Penterman, Mayor

NOTE: This bond must be approved and the approved date in every case (refer to Section 779.14, Wisconsin State Statutes 1981 -1982). The Title of the person signing must be indicated and his Power of Attorney attached.