

**INVITATION TO BID
DOOR COUNTY
JOHN MILES PARK – COMMUNITY CENTER WALKING PATH PROJECT**

Door County is seeking to contract with a qualified individual or entity to construct a walking path at its John Miles Park location in Sturgeon Bay, WI.

Specifications, instructions, and contract may be obtained from the Facilities & Parks Office, Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin, 54235, 920.746.2211 or on-line at <http://www.co.door.wi.gov> Proposals must conform to the requirements of the specifications, instructions and contract.

Proposals must be received by the Facilities & Parks Office at the above address on or before 12:30 p.m. on February 17, 2022; and will be publicly opened at the Government Center, Woodland Meadows Room, 3rd Floor on February 17, 2022 at 1:00 p.m.

INSTRUCTIONS

WALKING PATH – JOHN MILES COUNTY PARK – COMMUNITY CENTER

1. BIDS:

Bids, *in duplicate*, must be sealed in an opaque envelope labeled “*WALKING PATH PROJECT– John Miles County Park,*” and be received by the Facilities & Parks Office on or before 12:30pm on **February 17th, 2022.**

Bids must set forth the scope of work to be completed and the qualifications of the individual or entity submitting the bid [hereinafter “bidder”]. Any deviation from the Specifications or these Instructions must be noted clearly and concisely. Legibility, clarity and completeness are essential.

Bids must be dated and signed by the bidder or by a duly authorized representative of the bidder. Bids must remain firm for a period of sixty (90) days beyond the date of proposal opening.

Issuance of the Invitation to Bid does not confer any rights to any prospective bidder and does not obligate Door County to enter in to a Public Works Contract. Any costs associated with the preparation of a response to the Invitation to Bid shall be the sole responsibility of the bidder.

Door County will use discretion with regards to disclosure of proprietary information contained in any bid, but cannot guarantee that information will not be made public. As a governmental entity, Door County is subject to Wisconsin’s Public Record Law. Any confidential or proprietary information should be clearly marked as such.

Once submitted, the bids and any supplementary documents become the property of Door County.

2. BID BOND:

Each bid must be accompanied by a certified check, cashier's check or a bid bond equal to at least 5% of the bid, payable to Door County as a guarantee that if the bid is accepted the bidder will execute a Public Works Contract and file a performance bond and insurance as required within thirty (30) days after award of the contract by Door County. If an intended awardee so executes the agreement and files bonds and insurance as required, the check or bid bond will be returned. In case the intended awardee fails to execute the contract and file bonds and insurance as required by the contract documents, the amount of the check or bid bond submitted with the proposal shall be forfeited as liquidated damages.

3. QUALIFICATIONS OF BIDDER:

Bidder shall be licensed, certified, accredited, and have all necessary qualifications to perform the work contemplated. Door County may investigate as it deems necessary to determine the ability of the bidder to perform the work. Door County reserves the right to reject any proposal if the bidder fails to satisfy Door County that the individual or entity is qualified to perform the work contemplated.

Door County may, in its sole discretion, require bidders to submit sworn statements as to financial ability, equipment, and experience in the work prescribed and other matters that Door County may require for the protection and welfare of the public in the performance of a public contract. Bidders offering bids are strongly encouraged to incorporate such information into their bids.

4. CONSIDERATION/AWARD OF CONTRACT:

Door County reserves the right to reject or accept any or all bids, or parts thereof, and/or waive technical defects and informalities.

Door County will consider all elements when determining the qualifications and responsibility of the bidder. The award of this contract shall be to the lowest qualified and responsible bidder offering a compliant proposal. A qualified and responsible bidder is one who is not only financially able, but who is possessed of the judgment, skill, ability, capacity, and integrity requisite and necessary to perform a public contract according to its terms.

Door County may supplement or change specifications during this process. Notice of supplementation or change shall be given through the issuance of an addendum. Any such addendum will be forwarded to all persons who have requested a bid packet or submitted a bid, and have provided contact information.

Door County or its designee may choose to conduct interviews of qualified and responsible bidders. Further, qualified and responsible bidders may be required to make presentations to Door County or its designee.

Door County reserves the right to negotiate deductive changes in the lowest qualified bid.

5. CONTRACT:

The successful bidder shall execute a Public Works Contract, substantially similar to the Draft Public Works Contract included with the Instructions and Specifications, within thirty (30) days after notice of the award of the contract is given. The Invitation to Bid, Instructions, Specifications, and bid in their entirety form the primary basis of the contract.

Door County reserves the right to supplement the contract after bid consideration and award. County will *consider* supplemental contractual language submitted by the selected bidder.

6. LAWS AND REGULATIONS:

The successful individual or entity must be cognizant of and shall scrupulously adhere to all applicable federal, state, and municipal laws, orders, ordinances, regulations and rules. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

Proposals, bids, any award of contract, and work hereunder are at a minimum subject to Wisconsin Statutes Sections 59.52, 66.0901, 779.14, and 779.15. Persons and entities submitting bid proposals must be aware of and comply with all applicable statutory requirements.

This project constitutes a “public work” within meaning of the prevailing wage rate statute.

7. LATE PROPOSALS:

Proposals that are not timely received will not be considered. Late proposals will be returned, unopened, to the bidder.

8. INDIVIDUAL’S OR ENTITY’S CERTIFICATE

Each individual or entity shall incorporate and make a part of their proposal a sworn statement by the individual or entity that the individual or entity has: examined and carefully checked the Invitation to Bid, Instructions, Specifications, and Draft Public Works Contract; conducted a due diligence investigation; and offered a fully compliant bid proposal.

SPECIFICATIONS

Walking Path -John Miles county Park – Community Center

Summary

This is a public works project. It involves the planning and implementation of an accessible walking path (e.g., grading, and placement of base material and asphalt) to develop an accessible walking path near the Door County Community Center - John Miles County Park.

These Specifications should be viewed as part goal oriented and part prescriptive in nature. The intent here is to have the bidders under consideration specifically address the work required to achieve the desired end, and provide a well-considered bid for this public works project.

Specifications

1. Excavate existing soil and subsoil as needed to create a base.
2. Winning bidder will provide all necessary permits not provided by county.
3. Assist in the staking and layout based on design conception
4. Supply and install 2" of compacted base gravel, 2.5" of finished asphalt not to exceed a 1-degree pitch or slope, path is required to be minimum of 60" wide at an estimated length of 1400 Linear feet.
5. County will supply, needed culvert, benches, landscaping and backfill material to shape the edges and seeding as needed.

Bids

All bidders must provide the following:

- A. Business Information
 1. Name and Contact Information
 - Address
 - Contact person
 - Telephone number
 - Fax number
 - Internet address
 - E-mail address
 2. Personnel
 - List of key positions and number of personnel in each position.
 3. Relevant experience
 - Experience with public works projects.
 - Information regarding work on similar projects.
- B. General statement of qualifications.
- C. Narrative statement of the approach they would take to this project.
- D. Project Schedule (e.g., date work will commence and date work will be completed).

E. Detailed cost proposal to include Bid Sheet on page 3.

Any concerns, qualifications, or conditions must be clearly noted in the bid.

Questions

All questions regarding this public works project are to be submitted in writing via email to Wayne Spritka, Door County Facilities & Parks Director, at wspritka@co.door.wi.us.

Bid Review Process

The County will review compliant bids timely submitted in response to the Invitation to Bid. Door County may conduct interviews of certain bidders, and may recommend award of a contract to the lowest responsible bidder.

Bid Form

Project: Accessible Walking Path – Door County Community Center - John Miles

Bid Description:

To include, but not limited to, all requirements within the Specifications document.

This includes, but not limited to excavation, aggregate, and miscellaneous installations.

Date: _____

Company Name: _____

Company Address: _____

Base Bid Total: \$ _____

Bid base on specification outlined to complete 1,400 linear feet of walking path

ALT Bid: \$ _____

Alternate: cost per linear foot

PUBLIC WORKS CONTRACT

Walking Path at Door County's John Miles County Park

This Contract, entered into by and between the County of Door, a Body Corporate, hereinafter referred to as "County", and _____, _____, _____, hereinafter referred to as "Contractor".

WHEREAS, County desires to secure and retain the work of Contractor to perform the work enumerated below; and

WHEREAS, Contractor desires to perform the work enumerated below.

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

1. This Contract shall become effective _____ .
2. County's contact information is: _____ ; _____ ; Door County Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin; Ph. 920.746.2337; _____@co.door.wi.us.
3. Contractor's contact information is:

_____.
4. During the term hereof, County hereby engages Contractor and Contractor hereby agrees to perform work as set forth in the County's Invitation to Bid, Specifications, Instructions and Contractor's _____ Bid [attached hereto and incorporated herein by reference as if set forth in full].
5. The provisions of this Contract and attachments shall be harmonized to give full force and effect to all wherever possible. In the event of an irreconcilable conflict, this Contract controls.
6. Payment for work covered by this Contract shall be based on allowable fees and costs as set forth in the attachments referenced in paragraph 4. above. Payment shall only be made for authorized work actually and satisfactorily provided. It is understood that County is not obligated to purchase any minimum amount of work from Contractor.
7. Contractor shall act as an independent contractor in providing and performing the work contemplated by this contract. Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Contractor.
8. Contractor holds itself out as an independent contractor. Contractor: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work.
9. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the Contractor and the County, and the County will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

10. Contractor shall furnish the County with reports, at intervals and in such form as the County may require, of its activities pertaining to any matter covered by this Contract.
11. Contractor shall permit County or its designee(s) timely access to the Contractor's records, as necessary to review Contractor's compliance with this Contract.
12. Contractor retains sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.
13. Any and all work product (tangible material or its intangible equivalent) shall be the sole and exclusive property of the County.
14. Contractor shall provide, perform and complete all work contemplated by this Contract in an expeditious and proper manner, consistent with the care and skill ordinarily exercised by reputable members of the profession or trade.
15. Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all work in full compliance with and as required by or pursuant to this Contract.
16. Contractor represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Contract.
17. Contractor shall, in order to protect itself as well as the County, at all times during the term of this Contract keep in force insurance policies issued by a company authorized to do business in Wisconsin and licensed by the Office of the Commissioner of Insurance.
 - *Comprehensive General Liability*: One million dollars (\$1,000,000) combined single limit (i.e., up to one million dollars (\$1,000,000) per occurrence for bodily injury or property damage arising out of single loss, with no sub-limits). This coverage must be written on an "occurrence" basis and shall cover all risks incident to any activity of Contractor under this Contract.
 - *Motor Vehicle Liability (Including Uninsured Motorist Coverage and Uninsured Motorist Coverage)*: One hundred thousand dollars (\$100,000) each person, three hundred thousand dollars (\$300,000) each accident, and twenty five thousand dollars (\$25,000) property damage each accident.
 - *Workers Compensation*: If and as required by the State of Wisconsin.
 - *Other Insurance*. If and as required by the State of Wisconsin and deemed reasonable and adequate by the County.

Contractor shall furnish certificates of insurance to the County evidencing the risks insured against and the limits of liability there under.

County shall be named an additional insured or loss payee. Contractor shall furnish County additional insured or loss payee endorsement(s).

Contractor acknowledges that its indemnification liability to County is not limited by the limits of any insurance coverage.

18. Contractor agrees that it shall protect, indemnify, and hold harmless the County and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the Contractor or the Contractor's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this Contract. However, the provisions of this paragraph shall not apply to actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees caused solely by the County. The provisions of this paragraph shall survive and continue beyond the termination of this Contract.

19. Nothing herein may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded the County.
20. Contractor shall comply with all applicable state and federal guidelines, laws, orders, regulations, and rules.
21. During the term of this Contract the Contractor shall comply with all applicable state and/or federal labor standards.
22. During the term of this Contract the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.
23. During the term of this Contract Contractor shall comply with all applicable affirmative action mandates and all applicable equal opportunity requirements. This includes the submission, if required, of the Contractor's current approved civil rights compliance action plan.
24. Contractor recognizes that it may have access to confidential or proprietary information. Contractor agrees to keep such information confidential. This includes the Contractor not using or disclosing any such information for any purpose not inextricably connected with this Contract absent appropriate written consent.
25. Contractor shall maintain records in connection with this Contract in a manner sufficient to meet the requirements of state and federal laws, regulations and rules. This includes Wisconsin's Open Record Law ("WORLD"), set forth in Section 19.31 - 19.39 Wis. Stats. Contractor shall assist County in complying with Public Record(s) Request(s) pursuant to Section 19.36(3) Wis. Stats.
26. Contractor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160 – 164) ("HIPAA").
27. Contractor shall meet state and federal service standards and applicable state and federal licensure and certification requirements as expressed by state and federal regulations and rules applicable to the work covered by this Contract. Contractor shall provide duplicates of any current license or certification required to the County.
28. Contractor represents that it is not (and has not been) debarred, suspended or otherwise declared ineligible to provide the work covered by this Contract. Contractor shall immediately notify County if their status changes during this Contract's term.
29. Contractor shall avoid conflicts of interest. This includes the establishment of safeguards by Contractor to prevent its employees, officers, principals or agents from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
30. Noncompliance with this Contract may be considered cause for its immediate suspension or termination. Written notice, by the party suspending or terminating this Contract, shall be provided as soon as is practicable to the other party. If the County terminates this Contract for the Contractor's breach, Contractor may be liable for any additional costs County incurs for replacement work.
31. County may terminate this Contract in whole or in part without penalty at any time due to non-appropriation of necessary funds by the County Board, the State of Wisconsin, or the Federal Government.
32. Upon termination, for any reason, County's liability shall be limited to the work authorized and satisfactorily rendered by Contractor through the date of termination as reflected by invoices timely submitted.
33. Either party's performance of any part of this Contract shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of acts or omissions of the other party, explosion, fire, flood, public health emergency, riot, war, or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.
34. Contractor shall not assign this Contract in whole or in part. Contractor shall not assign any of its rights or obligations under this Contract. Contractor shall not assign any payment due or to become due under this Contract.

35. This Contract and the rights and obligation of County and Contractor under this Contract shall be interpreted according to the laws of the State of Wisconsin.
36. Venue, as to any dispute that may arise under this Contract, shall be in the Circuit Court, County of Door, State of Wisconsin or, if subject matter jurisdiction otherwise exists, the U.S. District Court, Eastern district of Wisconsin. The parties shall, if practicable, endeavor to utilize alternative dispute resolution prior to commencement of a lawsuit.
37. County and Contractor represents and warrants that it has carefully reviewed and fully understands this Contract, including attachments and any matters incorporated by reference. This Contract shall be binding upon and shall inure to the benefit of County and Contractor and upon their respective and permitted successors and assigns.
38. The provisions of this Contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Contract shall be in any way affected thereby.
39. No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless, and until such is reduced to writing and executed by County and Contractor.
40. It is understood and agreed that this Public Works Contract, attachments, and any matters incorporated herein by reference, constitute the entire contract between the parties with respect to the subject matter.

CONTRACTOR:

Accepted and agreed this _____ day of _____ 2022.

 _____, _____, _____

Federal Employer Identification Number _____

COUNTY:

Accepted and agreed this _____ day of _____, 2022.

 Wayne Spritka, Facilities and Parks Director

Accepted and agreed this _____ day of _____, 2022.

 Ken Pabich, County Administrator

Approved as to form this _____ day of _____, 2022.

 Grant P. Thomas
 Corporation Counsel

Community Center– Walking Path Concept

