

# Request for Proposal

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## *Courthouse Exterior Masonry Restoration*

The Lincoln County Maintenance Department is seeking to contract with an individual or entity to do masonry repairs, tuck-pointing, and caulking of the exterior areas on and around the Lincoln County Courthouse structure located at 1110 E. Main Street, Merrill, WI. This project includes work to restore exterior stone masonry on the foundation, entry walls and decorative stone awnings and steps; tuck-pointing and relaying of loose or severely shifted stone; patching of all spalled concrete and exterior caulking of all structural cracks to a uniform appearance.

Specifications and instructions may be obtained from Pat Gierl, Lincoln County Maintenance Director at the Maintenance Department (801 N. Sales Street, Merrill), from the County Clerk (801 N. Sales street, Merrill, WI) or online at [www.co.lincoln.wi.us](http://www.co.lincoln.wi.us) . Proposals must conform to the requirements of the specifications and instructions.

Proposals must be received by the Maintenance Department on or before 2 PM on July 9<sup>th</sup>, 2015 and will be publicly opened at the Maintenance Department Office (room 158) located at 801 N. Sales Street at 2:15 PM that day.

## INSTRUCTIONS

### 1. PROPOSALS.

All proposals will be addressed to Lincoln County Maintenance Department (Attn: Maintenance Director), 801 North Sales Street, Merrill, WI 54452, and delivered to the Lincoln County Maintenance Department or the Lincoln County Clerk's office. Proposals must be legibly printed or type written. Proposals must be sealed in an opaque envelope labelled "**Proposal for the Lincoln County Courthouse Exterior Masonry Restoration**". Proposals must set forth the scope of services to be provided and the qualifications of the individual or entity. Any deviation from the specifications or these instructions must be noted clearly and concisely. Proposals must be signed (by the individual or by a duly authorized representative of the entity) and dated. Proposals must remain firm for a period of ninety (90) days.

Issuance of this request for proposal does not confer any rights to any prospective proposer and does not obligate Lincoln County to engage in any procurement or to purchase. Any costs associated with the preparation of a response to this request shall be the sole responsibility of the person submitting the proposal.

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

Once submitted, the proposals and any supplementary documents become the property of Lincoln County.

### 2. LATE PROPOSALS

Proposals that are not timely received will not be accepted. Late proposals will not be opened nor returned to the bidder. Proposals by email or fax will NOT be accepted. Actual receipt is required.

### 3. COMPETITIVE BID.

This is a competitive bid. The contract shall be awarded to the lowest responsible bidder.

### 4. PREVAILING WAGE RATE

Contractors may be required to pay not less than the prevailing wage rates on the project as established by the State of Wisconsin Department of Workforce Development, Equal Rights Division – Labor Stands Bureau, pursuant to Wisconsin Statutes. Copies of the prevailing wage rate determination (if applicable) will be incorporated in the contract documents by reference.

5. QUALIFICATIONS OF INDIVIDUAL OR ENTITY

Individual or entity shall be licensed, certified, accredited, and/or meet all of the necessary qualifications to perform the services/work contemplated. Lincoln County may make that investigation as it deems necessary to determine the ability of the individual or entity to perform the services/work. Lincoln County reserves the right to reject any proposal if the individual or entity fails to satisfy the County that the individual or entity is qualified to perform the services/work contemplated.

Lincoln County may, in its' sole discretion, require proposers to submit sworn statements as to financial ability, equipment and experience in the work/services prescribed AND other matters that the County requires for the protection and welfare of the public in the performance of a public contract. Persons or entities offering bid proposals are strongly encouraged to incorporate such information (and references for recent, similar work performed) in their bids.

6. CONSIDERATION/AWARD OF CONTRACT

Lincoln County reserves the right to reject or accept any or all proposals, or parts thereof, and/or waive technical defects. This solicitation may be cancelled.

The award of this contract shall be to the lowest responsible and qualified individual or entity offering the most advantageous bid to Lincoln County, so long as the bid is deemed compliant.

A responsible individual or entity is one who is not only financially responsible, but who is possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its' terms. Lincoln County reserves the right to consider all elements entering into the question determining the responsibility of the individual or entity.

Lincoln County and/or its' designee may choose to conduct interviews of qualified and responsible proposers and/or contact current and former customers of proposer.

7. SITE VISIT AND PRE-BID CONFERENCE [non-mandatory but recommended]

Prospective bidders will be afforded the opportunity to conduct a site visit/pre-bid conference to ensure that bidders are aware of site conditions and to allow bidders to ask questions and/or exchange information with County staff on **July 1<sup>st</sup>, 2015 at 1:00 PM at the site.** Alternative dates may be available upon request. Attendance is not mandatory, but is recommended.

Bidders assume responsibility for carefully examining the RFP and specifications for the work contemplated; investigating the conditions to be encountered; being satisfied as to the character, quality, and quantities of work to be performed and any materials to be furnished; understanding the requirements of the specifications, special provisions, and contract. Submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

## 8. CONTRACT

The successful individual or entity shall execute an Independent Contractor Agreement within fifteen (15) days after notice of the award of the contract is given. The request for proposal, instructions, specifications and proposal in their entirety form the primary basis of the agreement and will be made part of the agreement.

## 9. LETTER OF CREDIT OR BOND

The selected contractor will be required, within seven (7) calendar days of notification of award of the RFP, to post a "Performance Bond" at least equal to the contract price and valid for at least 90 days beyond the contract closing as security for the faithful performance of the work to be contracted.

## 10. LAWS AND REGULATIONS

The successful individual or entity must be cognizant of and shall abide by all applicable federal, state and municipal laws, ordinances, rules and regulations. Any permit, license, certification, accreditation (and any fee therefor) shall be the responsibility of the successful individual or entity.

## 11. ETHICS/CONFLICT OF INTEREST

It shall be unethical for any person to offer, give or agree to give any elected official, employee or former employee or to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement, a purchase request, influencing the contents of any specification or procurement standards, rendering any advice, investigation, auditing, or in any other advisory capacity in any proceedings or application request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

## 12. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the services provided by the Contractor for the request services addressed in this document.

## 13. INSURANCE

The selected individual or entity shall have adequate insurance coverage that will protect operations conducted under contract, whether performed by the contractor or anyone employed by them. The contractor shall be required to furnish the County an insurance certificate five (5) days prior to contract award, certifying the contractor is covered by the following types and amounts of coverage:

Type	Limits
Worker's compensation & Employer's Liability	Coverage A: \$ Statutory; Coverage B: \$100,000 Employers Liability
CGL/General liability (Bodily injury/Personal injury, Property damage)	\$1,000,000 each occurrence, Combined single limit \$2,000,000 each occurrence, Combined single limit (excavating/underground/collapse, if applicable to project) \$5,000,000 each occurrence, Combined single limit (if asbestos is involved in project)
Automobile liability – owned/hired/non-owned vehicles (Bodily injury/Property damage)	\$1,000,000 each occurrence, Combined single limit
Umbrella excess liability insurance	\$1,000,000 each occurrence, Combined single limit

Failure of County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of contractor to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Contractor shall maintain insurance for the duration of the contract.

The certificate shall list the Certificate Holder and address as follows: Lincoln County, 801 North Sales Street, Merrill, Wisconsin 54452.

Insurance shall include under the General Liability and Automobile Liability Policies "Lincoln County, its employees, elected officials, representatives, and members of its boards and/or commissions" as "Additional Insured's".

All insurance shall include a thirty (30) day notice to the County prior to cancellation or material policy change.

Contractor shall require sub-supplier; if applicable, to furnish identical Certificates of Insurance to Lincoln County prior to contract taking effect.

#### 14. NO ASSIGNMENT

Assignment by the selected Contractor to a third party of any contract entered into for this project is prohibited and will not be recognized by the County unless approved by the County in writing in advance.

#### 15. DISPOSAL OF PROJECT-RELATED MATERIALS

Disposal of all materials must be at the Lincoln County Landfill located at N4750 Landfill Lane, Merrill, WI 54452 (715-536-9636).

#### 16. TAX EXEMPT STATUS.

Lincoln County is a tax-exempt municipality under sec. 77.54(9a), Wis. Stats.

## SPECIFICATIONS

### 1. PROJECT NARRATIVE

The Lincoln County Maintenance Department is requesting proposals for masonry repairs, tuck-pointing, and caulking the exterior areas on and around the Lincoln County Courthouse structure.

The Lincoln County Courthouse was dedicated on Wednesday, September 23, 1903. The building has undergone a number of remodels and restoration projects over the years to bring it to its present state. The stone masonry and concrete work has been exposed to the elements for many years and is showing signs of deterioration and wear. It is in need of restoration to protect it from further decay and to preserve it for many years to come. The Courthouse is subject to a covenant which requires that this work be approved in advance by the Wisconsin Historical Society.

### 2. SPECIFICATIONS/SCOPE OF SERVICES

These specifications/scope of services are intended to be primarily goal-oriented versus prescriptive in nature. Bidders shall describe their approach to provide these services/restoration and provide a contractor's warranty as well as a manufacturer's warranty, where available. It is the intent of this specification to describe the minimum requirements for the inspection and restoration of masonry work and concrete at the courthouse. All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide the services described herein shall be furnished at the proposed price and shall conform in strength, quality and workmanship to that usually provided by the practice.

The scope of this project will consist of at least the following: Inspection and restoration of the exterior stone foundation walls on the north, south, east and west elevations from roof coping to grade to include the stone entry walls and veranda on the south, east and north elevations as well as the decorative stone awnings above the north and east entryways.

#### **Exterior Restoration:**

All exterior stone masonry on the foundation, entry walls and decorative stone awnings shall be inspected and tested for soundness.

- A. Mortar joints which are visibly loose eroded or separated from adjoining masonry units shall be cut out to a minimum depth of one inch (1") and as much more as conditions require. After cleaning and flushing with water, joints which have been cut out and all voids in mortar shall be filled with non-shrinking mortar and finished off with a tooled surface to match existing work as closely as possible. Complete work shall be wet down to insure proper curing of the mortar.
- B. All loose or severely shifted stone pieces on either side of the concrete stairway leading up to the south veranda shall be removed. After proper preparation of areas where stones have been removed, original stone pieces shall be relayed plumb and level with existing walls.

- C. Damage or spalled concrete on the south veranda where present concrete has become severely spalled shall have all loose and separated concrete in these areas chopped back to a sound base. Steel re-bar which may have become exposed shall be wire brushed free of all loose rust and primed with rust retardant paint. Voids in concrete shall then be primed with a latex-bonding agent and filled with a fast-set, non-shrink concrete patching compound: Color of the new concrete to match the existing as closely as possible.
- D. All exterior movement and structural cracks in the concrete masonry, located on the south veranda shall have these areas routed out one quarter inch (1/4") in order to attain a neat and uniform appearance.

**Exterior caulking in the following areas:**

- A. Joint at which the south concrete veranda abuts stone masonry on the building and the veranda walls.
- B. Joint at which concrete steps abuts the stone walls on the south and east entry ways.
- C. Note: Joint backing where necessary shall be non-staining polyethylene in round or square shapes, such as ethafoam joint backing.

**Preparation of Joints:**

- A. In carrying out pointing work, you must ensure that: 1) removal of the existing mortar does not damage the brickwork (ensure the correct blade thickness is used so as to not widen the mortar joints and saws should not be used at head joints); 2) the mortar color, appearance, and tooling of joints matches the original exactly; and 3) the new mortar is sufficiently soft to prevent damage to the original brickwork. Unless lab testing reveals that the original mortar is unusually hard, the building should be pointed using mortar that is no harder than ASTM, Type N, which consists of 1 part Portland cement, 1 part hydrated lime and 6 parts sand. To match the color of the original mortar, the mason may need to use white, rather than gray, Portland cement tinted to match the existing.
- B. Building joints shall be examined prior to application.
- C. Where joints are deeper than 1/2", polyethylene joint backing shall be used and packed into the joint at within 1/2" of the surface. A size shall be selected so as to allow for a minimum of 30% compression of the backing when inserted into the joint.

**Application of sealant:**

- A. **Masonry sealants of any kind are not allowed to be used. Once applied, sealants can trap moisture within the masonry and cause deterioration in the form of spalling and cracks.**

### 3. GENERAL REQUIREMENTS, PERMITS, CODES AND STANDARDS

- A. All work under this contract shall be done in strict accordance with State of Wisconsin DNR & DWD, Federal Environmental Protection Agency (EPA) Clean Air Act, Occupational Safety and Health Administration (OSHA) worker safety codes and regulations, and all applicable Federal, State and local regulations, standards and codes governing lead and asbestos abatement and any other trade work done in conjunction with this project. All applicable codes, regulations and standards are adopted into this specification and will have the same force and effect as this specification.
- B. The contractor shall apply for and have on-site all required permits and licenses to perform the work as required by Federal, State and Local regulations.
- C. It is the contractor's responsibility to provide all materials, equipment and labor necessary to achieve any clearance or approval to both do the work and to put the work into service.
- D. It is the contractor's responsibility to provide and maintain protection for the public from any hazards caused by this work.
- E. Contractor will need to be responsible for providing their own ladders, scaffolding or lifts necessary for the proper performance of the work.
- F. Contractor will be responsible for providing any necessary containment measures to protect occupants, workers and property.
- G. Contractor will be responsible for assuring that employees are provided with and wear any protective gear as required by any regulatory agency.
- H. Contractor shall provide a schedule indicating the approximate dates of all the key functions for the job.
- I. Contractor shall be responsible for the safe handling and transportation of all waste generated by this contract to the Lincoln County Solid Waste Landfill. Tipping fees shall be the responsibility of the contractor.
- J. Contractor shall assure that the project area is free of refuse/repared or replaced to the satisfaction of the County.
- K. Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of the work, with respect to hire tenure, terms, conditions or privileges of employment, or a matter directly, or indirectly related to employment, because of age (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry.

4. PRE-BID SITE VISIT AND CONFERENCE (NON-MANDATORY BUT RECOMMENDED)

Although not mandatory, a site visit is strongly encouraged before submitting bids to gain a full understanding of the scope of work. **A site visit and pre-bid conference is scheduled for July 1<sup>st</sup>, 2015 at 1:00 PM.**

5. COMPENSATION

The contractor is to provide a fixed price/lump sum for the completed project. A progressive payment schedule will be agreed upon in advance of the work; however, final payment for 25% of the project cost will be retained until 15 days after the completion of final inspection between contractor and Lincoln County Maintenance Director.

6. PROJECT SCHEDULE

<b>EVENT</b>	<b>SCHEDULED DATE</b>	<b>TIME (all CST)</b>
Release of RFP	Friday June 19 <sup>th</sup> , 2015	8:00 AM
Site Visit/Pre-Bid Conference	July 1 <sup>st</sup> , 2015	1:00 PM
Proposals Due	Thursday July 9 <sup>th</sup> , 2015	2:00 PM
Proposals Opened	Thursday July 9 <sup>th</sup> , 2015	2:15 PM
Reference Checks/Visits	July 9 <sup>th</sup> -July 14 <sup>th</sup>	
Committee Action on Bid	Tuesday July 14 <sup>th</sup> , 2015	6:00 PM
Completion Date	October 31 <sup>st</sup> , 2015	Close of business

7. QUALIFICATIONS

A qualified supplier must:

- A. Be continuously and regularly engaged in providing the goods and services described.
- B. Have support capabilities that enable quick response to potential problems at the Lincoln County Courthouse, Merrill WI 54452.
- C. Meet the requirements as set forth in this Request for Proposal.
- D. Contractor Information:
  - i. Letter of introduction that includes name of contact person and contact information.
  - ii. Office location(s), ownership and affiliation, size of entity/company
  - iii. Entity's objective in relation to this project
  - iv. Key project personnel including responsibilities and qualifications to do this work.

- v. References – provide client name, contact name/title/address/phone of at least three clients that have been or are currently being provided similar service within the last five (5) years