

REQUEST FOR PROPOSAL

Project: Columbia County – Mental Health Clinic
111 E. Mullet Street
Portage, WI 53901

Project No.: 79760

Owner: Jason Willemarck
Facilities Management Director
112 E. Edgewater Street
Portage, WI 53901

RFP No: 1

Contract For: Furniture and Equipment

Date: July 1, 2025

Please submit an itemized quotation for the products, materials and alternates described in the attached document. Quotes shall include all installation and shipping costs required to complete the installation.

Proposals are due July 21, 2025 at 9:00 AM.

Furniture items listed are for 'Basis of Design'. Any substitutions shall be reviewed and approved with Owner/Designer prior to final quote.

Any immediate questions can be directed to Kristi Reuter k.reuter@angusyoung.com or Dani Borst d.borst@angusyoung.com at Angus-Young.

L1:

Sit On It - Composium Curve Settee

Part number:	Cp as3 sn2 bs1 sv3 ls1 fg1 p1
Back shape:	Square
Full valance:	Three quarter
Removable cushion:	No removable cushion
Clean out:	No clean-out
Feet:	Standard plastic, black
Power location:	No power
Moisture barrier:	No moisture barrier
Cal 133:	No cal 133
Textile:	Fabric grade 2
Multiple upholstery:	Single upholstery
Packaging:	Fully assembled in a carton

L2:

Sit On It - Composium Curve Club

Part number:	Cp as3 sn1 bs1 sv3 ls1 fg1 p1
Back shape:	Square
Three quarter valance:	Three quarter
Removable cushion:	No removable cushion
Clean out:	No clean-out

REQUEST FOR PROPOSAL

Feet:	Standard plastic, black
Power location:	No power
Moisture barrier:	No moisture barrier
Cal 133:	No cal 133
Textile:	Fabric grade 2
Multiple upholstery:	Single upholstery
Packaging:	Fully assembled in a carton

CH1:

Sit On It – Cora Guest

Part number:	1191 sw19 fc2 us ub fg1 ar1 ac6 gl1 ac
Guest:	Guest
TFrame finish:	Silver
Seat style:	Upholstered seat
Back style:	Upholstered back
Ballistic nylon:	No ballistic nylon
Moisture barrier:	No moisture barrier
Multiple upholstery:	Single upholstery
Textile:	Fabric grade 2
Arm type:	Fixed arm
Arm cap finish:	Fog
Guest:	Standard Multi-Surface Glides
Packaging:	Fully assembled in a carton

CH2:

Sit On It – Focus

Part number:	5623 y a92 fg1 c15 b0 b1 mc33 z1 kd
Back style:	Mesh
Back size:	Highback
Support color:	Black
Adjustable lumbar:	No adjustable lumbar
Highback mesh:	Freeway
Cal 133:	No cal 133
Textile:	Grade 2
Highback mesh:	Enhanced synchro
Highback mesh:	Height adjustable
Base material:	Black nylon
Casters:	Carpet casters
Highback mesh:	Knocked down

REQUEST FOR PROPOSAL

WS1:

Group Lacasse – Quorum Essential (T-Base) w/ Concept 400E Storage

Part No:	T1NN-LLA7070GT	L-shaped electric height-adjustable desk with 23" return
Finish	Laminate	Selected from manufacturers standard colors / patterns
	Modesty Panel	Finish selections per standard colors
ALT. ADD	Wall Mounted Storage	Lockable, QNN-EM661616P
ALT. ADD	15"W Pedestal	Box/Box/File QNNOP1518UFL

WS2:

Group Lacasse – Quorum Essential (T-Base)

Part No:	T1NN-RCA2370GT	Electric Height-Adjustable Desk
Finish:	Laminate	Selected from manufacturers standard colors / patterns
ALT. ADD	Wall Mounted Storage	Lockable, QNN-EM661616P
ALT. ADD	15"W Pedestal	Box/Box/File QNNOP1518UFL

T1:

Group Lacasse – 400 Series Side Table

Part No:	41NN-ST222218	Side Table – 22 x 22 x 18
Finish:	Laminate	Selected from manufacturers standard colors / patterns

A1:

Group Lacasse – Accessories / Screen Supports

Part No:	LGC-SUPE2A1SSNS
Finish:	Silver

Attachments:

F102 – Second Floor Furniture Plan



Janesville | Madison | Rockford

COLUMBIA COUNTY

COLUMBIA CTY - MENTAL
HEALTH CLINIC

11 E MULLETT ST,
MORTAGE, WI 53901

PROJECT NUMBER
79760

APPROVED BY
AYA

REVIEWED BY
AYA

DRAWN BY
DRB

SECOND FLOOR FURNITURE PLAN

F102

C:\Revit\LocalProjects\79760rvA-V2023_ay_dborst.rvt

Sheet Size: 30" x 42" (Arch E1)



PROJECT MANUAL FOR

**Columbia Cty - Mental Health Clinic Furniture
Columbia County
111 E Mullet St
Portage, WI 53901**

July 1, 2025



This Page Intentionally Left Blank.

Columbia Cty - Mental Health Clinic Furniture

Columbia County
111 E Mullet St
Portage, WI 53901

A/E Project No. 79760

ARCHITECT

Angus-Young Associates, Inc.

Janesville Office
555 South River Street
Janesville, Wisconsin 53548-4783
608.756.2326

Madison Office
16 North Carroll Street
Suite 610
Madison, WI 53703
608.284.8225

www.angusyoung.com

July 1, 2025



This Page Intentionally Left Blank.

**SECTION 00 01 10
TABLE OF CONTENTS**

INTRODUCTORY INFORMATION

00 00 00	Cover Sheet
00 01 01	Project Title Page
00 01 10	Table of Contents

DIVISION 00: PROCUREMENT AND CONTRACTING REQUIREMENTS

	Columbia County – Standard Terms and Conditions
00 11 00	Invitation to Bid
00 21 13	Instructions to Bidders
00 26 00	Substitution List
00 41 13	Bid Form
00 43 13	Bid Bond
00 52 13	Standard Form of Agreement between Owner and Contractor
00 61 13	Performance and Payment Bonds
00 72 00	General Conditions
00 73 00	Supplementary Conditions
00 91 00	Addenda and Modifications

DIVISION 01: GENERAL REQUIREMENTS

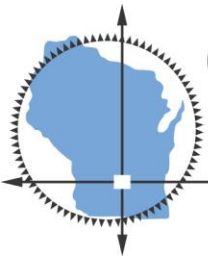
01 11 00	Summary of Work
01 25 13	Product Substitution Procedures
01 77 00	Closeout Procedures

APPENDIX: FURNITURE SCHEDULE AND DRAWINGS

RFP 1	Furniture Schedule (3 pages)
F102	Furniture Floor Plans (1 page)

END OF SECTION

This Page Intentionally Left Blank.



(Request For Bids/Proposals/Contracts)
Columbia County Purchasing Division

1.0 APPLICABILITY: These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. Special provisions for a contract may also apply.

2.0 SPECIFICATIONS: The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 QUANTITIES: The listed quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 PRICING: Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation, permits, inspections, and all other contract administration activities.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract. See Columbia County Code of Ordinances, Chapter 3 - Code of Ethics.

8.0 ACCEPTANCE-REJECTION: The County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

8.1 Bids **MUST** be dated and time stamped by the County on or before the date and time that the bid is due. Bids deposited or time stamped after the deadline will be rejected. Actual receipt by the County is necessary. Timely deposit in the mail is not sufficient. All bids must be clearly labeled with bidder name, return address, and bid title. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible responsive vendor conforming to the specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties shall be used.

10.1 SUBCONTRACTING: Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without the prior written consent of the County. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor shall be fully responsible for the acts, errors, and omission of subcontractor(s).

11.0 PAYMENT TERMS AND INVOICING: Unless otherwise agreed, the County will pay properly submitted vendor invoices within forty five (45) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or

product by the County while any such default or breach shall exist shall in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Federal Government Internal Revenue Service has issued tax exempt number 39-6005681 to the County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of motor vehicle fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in the Columbia County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. The County also has the right to cancel a contract with any federally or state debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of the County.

16.0 NONDISCRIMINATION/AFFIRMATIVE

ACTION: The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Safety and Professional Services and all applicable OSHA Standards. The vendor shall also comply with the County's worksite rules. Vendor shall comply, train, and accept exclusive responsibility for its employees while on County property.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from an award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, the vendor must provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased by the County shall be warranted against defects by the vendor for one (1) year from the date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 INDEMNIFICATION & INSURANCE: The vendor shall bear the full and complete responsibility for all risk of damage of premises, equipment, procedure or money resulting from any cause whatsoever and shall not penalize the County for any losses incurred.

Vendor shall indemnify the County against any loss, damage, injury or death caused by vendor's negligent acts or omissions or the negligent acts or omissions of vendor's agents or employees, or losses, damages, injuries or death caused by vendor's negligence and arising out of the consumption or use of the projects sold; provided, however, that nothing contained herein shall require vendor to defend or indemnify the County for losses, damages, injuries or death arising out of the negligence of the County, its agents or employees. In order to secure vendor's obligation to hold harmless and indemnify the County, vendor shall procure and maintain the following insurance:

1. Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;
2. Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;
3. Comprehensive General Bodily Injury Liability and Property Damage Liability

Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;

4. Commercial General Liability of \$2,000,000 for general aggregate including product and \$1,000,000 for each occurrence;

The vendor shall add the County, its officers, agents and employees and additional insurers under the Commercial, General and Automobile liability policies.

20.1 CERTIFICATE OF INSURANCE: Upon notification of award and prior to issuance of contract, the vendor shall provide the County a Certificate of Insurance with the required coverage and limits of insurance.

21.0 CANCELLATION: The County reserves the right to terminate any contract in whole or part without penalty due to non-appropriation of funds or failure of vendor/ contractor to comply with terms, conditions, performance, and specifications of a contract.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, notice of bid opening, review, and approval of procurement activities. Bid openings are public unless otherwise specified.

22.1 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will become the property of the County. The County will work with vendors to meet their confidentiality requirements, provided they are within reason. All vendors' proprietary/confidential materials must have each document or item clearly marked as such. All proprietary information will be handled in accordance with the Wisconsin public records law. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

22.2 Any material submitted by a vendor that the vendor considers confidential and proprietary information and which the vendor believes qualifies as a trade secret, as provided in Section 19.36(5) Wis. Stats., must be identified by the vendor. Pricing will not be held confidential after the award of a contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 PROMOTIONAL ADVERTISING: Reference to or use of the County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited without prior specific authorization.

24.0 ANTITRUST ASSIGNMENT: The vendor and the County recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the purchaser. Therefore, the successful vendor hereby assigns to the County any and all claims for overcharges as to goods, materials or services purchased in connection with a contract.

25.0 RECORDKEEPING AND RECORD RETENTION - PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale, if applicable, and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all sub-contracts and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

25.1 RECORDKEEPING AND RECORD RETENTION - COST REIMBURSEMENT CONTRACTS: Where payment to a vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures

incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from a bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than five (5) years after final payment is made.

failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

26.0 LICENSURE, CERTIFICATION, AND STATUTORY REQUIREMENTS: Vendor is responsible to comply with all statutory rules and regulations. All federal, state and local laws, rules and regulations governing the service described in the specification will apply and will be deemed incorporated into the contract. These requirements shall be at the vendors' expense.

26.1 Vendor shall be responsible for ensuring compliance with all Wisconsin and Federal grant funding requirements. If any of the services performed under a contract are subcontracted, the selected vendor shall ensure compliance by all subcontractors. Vendor shall comply with all reporting requirements of any grant.

26.2 The County, the Federal Government, auditors for the State of Wisconsin, or their duly authorized representatives, will have full access to and the right to examine any site, pertinent books, documents, paper and records of any invoicing transaction for a period of not less than five (5) years after the expiration or termination of a contract.

27.0 CONFIDENTIALITY OF PERSONAL HEALTH INFORMATION: HIPAA/HITECH laws apply.

28.00 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of a contract in accordance with reasonable control and without fault or negligence on its part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the

This Page Intentionally Left Blank.

INVITATION TO BID

Project: 79760 Columbia County – Mental Health Clinic Furniture
111 E. Mullet St.
Portage, WI 53901

1. Bids will be prepared in accordance with Contract Documents prepared by **Angus-Young Associates, address: 555 South River Street, Janesville, WI 53548, dated July 1, 2025**
2. Notice is hereby given that sealed Bids are due in the Columbia County Administration Building, County Clerk's Office, by 9:00 a.m. CST/CDT on July 21st, 2025.
3. Bids will be publicly read at 9:05 a.m. on July 21st, 2025. in the Columbia County Administration Building – Room 115, located at 112 East Edgewater Street, Portage, WI 53901.
4. Oral, faxed or e-mailed Bids will be rejected.
5. All blanks on the Bid Form shall be filled in by typewriter print or manually in ink. If the filled areas are illegible, the Bid shall be rejected. The Bidder shall make no additional stipulations on the Bid Form or qualify the Bid in any manner.
6. Where so indicated on the Bid Form, the values shall be expressed in both words and figures. In the event of discrepancy between the words and figures, the amount written in words shall govern.
7. Bids will be submitted using the Bid Forms provided herein. Bid security shall be by a qualified surety in the form of a bid bond, in the amount of ten percent (10%) of Bid amount, and shall be submitted with the Bid. Bidders shall agree to not withdraw their Bid for a period of sixty (60) days after due date of Bids.
8. Accepted Bidders will be required, as a condition precedent to award of Contract, to furnish in the amount of 100% of the contract prices, Wisconsin AIA Document A312-2010 Performance Bond, Labor and Material Payment Bond and Certificate of Insurance.
9. Bidding Documents will be available on or after July 1st, 2025. Vendors are to register at www.demandstar.com/registration, and search for WAPP to choose it as your free "agency" -- for free automatic notifications of and access to solicitations for Columbia County Public Works bids, among others. Documents will be available for download. To view individual bids, you will need to create an account and become a DEMANDSTAR member. Documents will not be mailed. **It is the responsibility of prospective bidders to check this website for any future amendments, questions, revisions, etc., prior to the opening date. All addenda must be acknowledged on the bid signature page in the area provided. Failure to do so may result in your response being rejected.** A link to register is also available through the county's website at www.co.columbia.wi.us/columbiacounty/accounting/Accounting-Home/Vendor-Information

10. There is no Pre-Bid meeting or walk through planned at this time.
11. **All employees of Vendors will be required to submit a current photo ID to Columbia County Facilities Management Director, Jason Willemarck, for background checks prior to entering the space. Any personnel who do not meet the Columbia County background requirements will not be given access to the facilities and informed as to denial.**
12. The right to reject any or all Bids, either in whole or in part, or to waive any informalities or irregularities, is reserved by Columbia County.
13. Columbia County is a tax-exempt entity and some or all materials to be incorporated in the Project may therefore be tax exempt per Wis Stat. SS 77.54 (9m). Bidders shall take this status into account when formulating its Bid.

Published by Order of:
Columbia County
112 East Edgewater Street
Portage, WI 53901
04/10/2025

Columbia County-Mental Health Clinic

Project # 79760
Columbia County
111E Mullet St
Portage, WI 53901

BID FORM

1. GENERAL DIRECTIONS TO BIDDERS

- A. All Bids must be submitted on these standard form sheets inclusive without modification. Fill out all blanks on the Bid Form by typing or writing in ink. Sign in ink. Erasures or other changes in Bid must be explained or noted over signature of Bidder. Enter Bid amount in both written words and printed figures in spaces provided on Bid Form. In case of conflict, amount given in written words will govern.
- B. Base Bid(s) must be for Work bid in strict accordance with the Drawings and Specifications. **INCLUDE BOND COSTS IN THE BASE BID.** Bid all requested Alternates. If no change to the Base Bid applies, enter “No Change.”
- C. Bid Forms containing qualifications, conditions, omissions, unexplained erasures, alterations or items not called for in Bid Form or other irregularities of any kind may be rejected at the discretion of the Owner.
- D. Bidders shall examine the provisions of the Project Manual thoroughly to ensure compliance with all bidding requirements.
- E. Bidders shall only submit the Bid Forms included in the Project Manual – DO NOT return the Project Manual.
- F. Bidders shall ensure that all items in the Bid Form such as Work Schedule, Bidders Official Title and Signature, Non-Collusion Affidavit, Proof of Responsibility and Informational Attachment to Bid are properly executed.
- G. The required Bid Guarantee Bid Bond must be submitted with the Bid Form. Said Bid Guarantee shall be in an amount not less than ten percent (10%) of the Base Bid.
- H. Bids not conforming to the above directions may be declared irregular and are subject to disqualification at the discretion of the Owner.

THE BIDDER HEREBY AGREES THAT THIS BID IS INVALID WITHOUT BIDDER’S SIGNATURE APPEARING IN THE SIGNATURE BLOCK ON THE LAST PAGE OF THIS BID FORM.

2. BID SUBMITTAL PROCEDURE

In submitting a Bid, the Bidder represents that:

- He/She thoroughly reviewed and understood the Bidding and Contract Documents and the Bid is made in full accordance with these documents and amendments issued thereto.

- He/she has thoroughly reviewed and understands the Bidding and Contract Documents related to the Work of other portions of the Project, if any, being bid concurrently or presently under construction.
 - He/She has thoroughly reviewed informational reports and documents available to him/her, visited the project site, become familiar with actual local conditions under which the Work is to be performed and has correlated his/her evaluations and personal observations with the requirements of the Bidding and Contract Documents.
 - That the Bid is based without exception upon the products, materials, equipment and systems required by the Bidding and Contract Documents.
- A. After Bid Forms are completed, place three (3) sets of signed originals and the Bid Bond in a sealed envelope. Oral, telephone, e-mailed, or faxed Bids are invalid and will not be considered.
- B. Address the envelope to:
Columbia County Clerk
112 East Edgewater Street
Portage, WI 53901
- C. Bidders shall affix their name and address to the front upper left-hand corner of the envelope with the words "Sealed Bid Enclosed" written on the outside. Identified in lower left corner should be: Bid number, project name and opening date.

3. BID CLOSING

- A. Bids must be received on or before 9:00 a.m. on July 21st, 2025. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids. **Bids received after the time and date for receipt of Bids will be rejected and returned unopened.**

4. BID OPENING

- A. Bids will be publicly read at 9:05 a.m. on July 21st, 2025 in the Columbia County Administration Building, Room 115, 112 East Edgewater Street, Portage, Wisconsin, 53901.

We _____ (a corporation)
_____ (a partnership)
_____ (an individual)
(Cross out inapplicable)

Of _____

Street City County State Zip

hereby agree to execute the proposed Contract and to furnish a satisfactory Public Improvement Performance/Labor and Material Payment Bond, in the amount of one hundred percent (100%), and to provide all labor and material required for the construction of the designated Work, for the prices hereinafter set forth, in strict accordance with the Construction Documents released by: Angus Young Associates, address: 555 S River St, Janesville, WI, dated April 10, 2025.

Including Amendment Nbr(s)._____ dated_____.

5. BID NO. 1

Bid No. 1 includes all work required to complete the Project, General Conditions, overhead, profit, insurance, bonds, taxes (if applicable), and all other expenses. Bid Guarantee ten percent (10%) Bid Bond Cost, Public Improvement Performance Bond and Labor and Materials Payment Bond Cost one hundred percent (100 %) for the sum of:

For the sum of _____ Dollars (\$ _____)

5. ALTERNATE BID (ADD) NO. 1

Alternate Bid (Add) No. 1 includes all work required to provide the items identified in the RFP, General Conditions, overhead, profit, insurance, bonds, taxes (if applicable), and all other expenses. Bid Guarantee ten percent (10%) Bid Bond Cost, Public Improvement Performance Bond and Labor and Materials Payment Bond Cost one hundred percent (100 %) for the sum of:

For the sum of _____ Dollars (\$ _____)

7. COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- A. The undersigned agrees, if awarded the contract, to commence the Contract upon execution of the agreement, and to complete the Work within the time stated below by the Bidder.

This Project shall be completed within _____(insert no.) calendar days.

8. BID ACCEPTANCE:

- A. All Bids as stated above are effective and open for acceptance by the Owner for a period of sixty (60) days after date set for opening of Bids.

FIRM NAME

BY SIGNATURE

TITLE_____

DATED_____

TELEPHONE_____

FAX NBR_____

EMAIL ADDRESS:_____

If a corporation, answer the following:

Incorporated under laws of what state?

SEAL _____ (If Bid is by Corporation)

- Attachments:
1. Non-Collusion Affidavit (1 page)
 2. Bidders Proof of Responsibility (2 pages)
 3. Informational Attachment to Bid Form (2 pages)
 4. Bid Bond (10%) (by Contractor)
 5. Buy American Requirements (1 page)
 6. Conflict of Interest Disclosure Form
 7. Lobbying Certification Form
 8. Disclosure of Lobbying Activities Form
 9. Build America, Buy America (BABA) Act Requirements
 10. Build America, Buy America (BABA) Compliance Self-Certification
 11. Build America, Buy America (BABA) Covered Materials List

NON-COLLUSION AFFIDAVIT:

City of

County of

State of

being first duly sworn, deposes and says that he is

(Sole Owner, Partner, President, etc.)

of

The party making the foregoing Bid affirms that such is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference, with any person to fix any overhead, profit or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against Columbia County or any person or persons interested in the proposed Contract; and that all statements contained in said Bid are true; further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Sworn and subscribed before me this ____ day of _____, 20__.

(Notary Public in and for)

BIDDER'S PROOF OF RESPONSIBILITY

Bidders Proof of Responsibility is to be provided to Owner at time of Bid submittal.

Note: This information is required by Section 66.0901(2) of the Wisconsin Statutes. Contents of the completed form will be considered confidential.

STATEMENT OF BIDDER'S QUALIFICATIONS

Official Firm Name:

Telephone:

Fax:

E-Mail:

City, State and Zip Code:

Date Organized:

Where incorporated:

Federal Tax Identification No.:

How many years have you been in business under the present firm name?

Same business under a former name

Contracts on hand. Include gross amount of each contract and the probable completion date.

What is the general character of the work performed by your firm?

Have you ever failed to complete any work awarded to you?

If "YES", give location and reason. (Attach statement if necessary.)

Have you ever defaulted on a contract? _____ If "YES" attach statement giving particulars.

Is/has your firm been barred from doing business with either the State of Wisconsin or the Federal Government, or is any such action pending? _____ If yes, attach statement stating the reason(s) for the debarment and the dates(s) your firm was debarred.

List some important contracts completed by your firm giving kind of work and approximate cost.

Attach a list of officers of your firm and the principal members of your personnel with brief statement of background and experience of each. Furnish written evidence, preferably from your bank, of credit available to you.

BIDDER'S PROOF OF RESPONSIBILITY (CONTINUED)

Financial statement: At close of business on _____, 20__.

Assets

Liabilities

Accounts Receivable \$_____ Accounts, Notes and Interest Payable \$_____

Real Estate Equity \$_____ Other Liabilities \$_____

Materials in Stock \$_____ \$_____

Equipment \$_____ \$_____

Furniture, Fixtures \$_____ \$_____

Other Assets \$_____ \$_____

TOTAL ASSETS \$_____ TOTAL LIABILITIES \$_____

YOUR NET WORTH \$_____

Additional or explanatory information on the above may be submitted if desired.

Dated at _____ on _____, 20__.

Firm Name: _____

By: _____ Title: _____.

State of _____.

County of _____ being duly

sworn, says he/she is _____ of _____

and that the answers to the foregoing questions and all statements attached are true and correct.

Signed

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

State of

My Commission Expires:

INFORMATIONAL ATTACHMENT TO BID FORM

TO: COLUMBIA COUNTY ADMINISTRATION PURCHASING DIVISION

We _____
Name of Corporation, Partnership, Sole Owner (cross out inapplicable)

of _____
 Street _____ City _____ Zip _____ Phone _____

hereby offer the following information regarding the work identified above and described in the preceding Bid Form:

1. The following work will be performed with our own forces as General Contractor:
2. The names of the supervisory personnel (manager, foreman, etc.) employed by us, as General Contractor, and selected for this Project are:

INFORMATIONAL ATTACHMENT TO BID FORM(CONTINUED)

3. The names, business address, phone/fax numbers, and class of work of the principal Subcontractors proposed for applicable parts of the Work are: (Include earthwork, paving, concrete, masonry, steel, carpentry, architectural woodwork, roofing, drywall, painting, elevator, plumbing, fire protection, HVAC, electrical, etc.).

We understand that the successful Bidder/Contractor shall establish to the acknowledged acceptance and satisfaction of the Owner the competence, the reliability and responsibility of the persons or entities proposed to administer, supervise, furnish and perform the Work required by the Bidding and Contract Documents. Any deviations from the above listed information shall also be approved by the Owner.

FIRM NAME

BY

TITLE

DATED

SEAL

(If Bid is by Corporation)

BUY AMERICAN REQUIREMENTS

BIDDER'S CERTIFICATION

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the provisions of the American Reinvestment and Recovery Act Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

2. Verification of the U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.

3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
- b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.

4. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

Certification Signature

Date

POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Do you have family or business ties to any of the people listed below? Yes ☐ No ☐

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

COLUMBIA COUNTY ELECTED OFFICIALS:

- ☐ Darren W. Schroeder, County Board Chair
- ☐ Douglas Richmond, County Board 1st Vice Chair/Finance Committee Chair
- ☐ Tess Car, County Board 2nd Vice Chair
- ☐ Joe Harvestine, Information Services & Property Committee Chair
- ☐ Andrew Fischer, Information Services & Property Committee Vice Chair
- ☐ James D. Stilson, Information Services & Property Committee Secretary
- ☐ Rich Bailey, Information Services & Property Committee Member
- ☐ Andrew C. Kolberg, Information Services & Property Committee Member

COLUMBIA COUNTY ADMINISTRATION, DEPARTMENT HEADS AND/OR LEGAL COUNSEL:

- ☐ Shonna Neary, Comptroller
- ☐ Jessica Hale, Corporation Counsel
- ☐ Heather Gove, Health and Human Services Director
- ☐ Jason Willemarck, Facilities Management Director

ENGINEERING AND CONSULTING FIRM(S):

☐ _____

OTHER CONFLICT(S) WITH COLUMBIA COUNTY:

☐ Please explain: _____

Description of Relationship(s): _____

Please Note: The name of any contractor with a potential conflict of interest will be disclosed at the Columbia County Information Services & Property meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 18 U.S.C. § 208.

Name of Business/Firm/Company

Printed Name of Individual

Title

Signature of Individual

Date

**LOBBYING CERTIFICATION
FROM THE CONTRACTOR/SUBCONTRACTOR**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Business Name

Signature
Date

Title

Printed Name

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Bid Form
Page 13 of 17

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

COLUMBIA COUNTY
BUILD AMERICA, BUY AMERICA (BABA) COMPLIANCE SELF-CERTIFICATION
FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

This form is to be completed by construction prime contractors and subcontractors (“contractors” hereafter) and other purchasers of covered materials to certify compliance with the ***Build America, Buy America (BABA) Act***.

- *A prime contractor must submit this BABA certification and covered materials list to the County upon contract award.*
- *A subcontractor/other purchaser must submit the BABA certification documents to the prime contractor/payor with the first payment request.*
- *A prime contractor must submit subcontractors’ BABA certification documents to the County with payment requests.*

Grantee Name:	Columbia County	Project ID:	6CE1HS53770-01-01
Contractor/Company/Organization Name:			
All iron and steel, construction materials, and manufactured products (i.e., covered materials) used in this project that are subject to BABA – BAP will be/have been produced in the United States in a manner that complies with the BABA requirements.			

By signing this document, I hereby certify the following on behalf of the contractor named above:

- I am an authorized representative of the above-named contractor, signing this certification on the company’s behalf;
- The contractor commits and agrees to comply with the BABA requirements for the above named project, as specified in the procurement information and requirements set forth in the BABA Requirements Contract Insertion document in the construction contract;
- Documentation on the country of origin for all covered materials incorporated into or affixed to the above-named project by the contractor, which are included on the list of covered materials attached, shall be retained, and provided to the County upon request;
- The information provided in this form and the list of covered materials attached are complete and accurate; and I understand and agree that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any; and
- I understand that failure to comply with applicable BABA requirements shall entitle the contracting entity (Columbia County, HRSA) to recoup from the losses, expenses, or costs resulting from any such compliance failure.

ATTACH A COMPLETED “PURCHASER LIST OF COVERED MATERIALS” or a similar document with the same information (material, total cost, country of origin, verification source(s), etc.)

Printed Name of Authorized Representative	Position Title
Signature	Date

This material is based upon work supported, in whole or in part, by Federal award number 6CE1HS53770-01-01 awarded to Columbia County. The substance and findings of the work are dedicated to the public. Neither Columbia County Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s), the County or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by the County.

COLUMBIA COUNTY
BUILD AMERICA, BUY AMERICA (BABA) ACT REQUIREMENTS
FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

BACKGROUND INFORMATION

The ***Build America, Buy America (BABA) Act***, 41 USC 8301 note, was enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. The BABA Act specifies that products purchased in connection with infrastructure projects funded by Federal Financial Assistance (FFA) programs must be produced in the United States (U.S.).

According to the BABA Act, “none of the funds made available for a Federal Financial Assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” This requirement is known as the “**Buy America Preference (BAP)**” (or “domestic procurement requirement”).

The purpose of BABA is to stimulate private sector investments in American manufacturing, bolster critical American supply chains, and support the creation of jobs so that America’s workers and firms can compete and lead globally.

REQUIREMENTS

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Congressionally Directed Spending project.

The contractor (whether a prime contractor or subcontractor – any tier) **must**:

- Ensure compliance with the BAP requirement for all products and materials covered under BABA; and
- Submit the BABA Compliance Self-Certification form and Covered Materials List documents, and obtain and submit these documents from their affiliated subcontractors for the project (to be provided to Columbia County; and
- Maintain records that verify compliance with the BAP for all products and materials covered under BABA and provide them to Columbia County, and/or other regulating entities upon request.

Common construction materials used in public works infrastructure projects, including steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall are not adequately covered by a domestic content procurement preference, this limiting the impact of taxpayer purchases to enhance supply chains in the United States.

An article, material, or supply is not to be classified into more than one category and must be made based on the status of the article, material, or supply upon arrival to the work site for use in an infrastructure project. Articles, materials, or supplies must meet the BAP for only the single category in which they are classified and, in some cases, may not fall under any of the categories listed above.

**COLUMBIA COUNTY
BUILD AMERICA, BUY AMERICA (BABA) COVERED MATERIALS LIST
FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS**

This form or a similar document with the same information must be completed and submitted by contractors (all tiers) and other purchasers, along with a completed BABA Compliance Self-Certification form to verify compliance with the **Build America, Buy America (BABA) Act** for Congressionally Directed Spending funded projects awarded through Health Resources and Services Administration (HRSA).

Instructions: The Contractor/Purchaser is to review the Build America, Buy America (BABA) (i.e., Buy America Preference (BAP) requirements) and provide this form or a document with the same information, with requests for payment for work performed on the project. The related supporting documentation verifying the information below must remain on file by the Contractor/Purchaser and provided to the County and/or HRSA upon request.

1. CONTRACTOR AND PROJECT INFORMATION

a.	Contractor/Company/Organization Name:	
b.	Project ID:	6CE1HS53770-01-01

2. LISTING OF MATERIALS, TECHNICAL SPECIFICATIONS, AND QUALITY

List the name of all "covered materials" (i.e., iron or steel items, manufactured products, and construction materials) to be used or that have been used, depending on when this form is being completed, for the project. Enter the name of the item, total cost, manufacturer/company name, and country of origin, and source(s) used to verify the US or other country of origin. For assistance with identifying "covered materials" made in the USA, utilize the NIST/MEP Supplier Scouting website and resources (<https://www.nist.gov/mep/supply-chain/supplier-scouting>).

#	Item/Product/Material:	Total Cost:	Manufacturer/Company Name:	Country of Origin (if known - if not the U.S., it must qualify under waiver or exempt. for BABA compliance)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

(Attach additional pages as needed.)

3. ADDITIONAL INFORMATION

Provide any additional information, including special quality standards or other information, as applicable:

4. CERTIFICATION

Certification of the accuracy and completeness of the information provided within this form in accordance with the terms of the BABA requirements.

I/We, the undersigned, certify under penalty of perjury that the information provided within this form is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

First and Last Name of Contractor/Purchaser Authorized Representative certifying the information:	
Position Title:	
Date of Certification:	

5. PROPRIETARY INFORMATION

The Freedom of Information Act (FOIA) exempts from mandatory disclosure any "trade secrets or commercial or financial information obtained from a person and privileged or confidential." 5 U.S.C. 552(b)(4) (Exemption 4). In accordance with Exemption 4, Columbia County and the federal awarding agency(s) will maintain as confidential any documents submitted by an entity that are both customarily and actually treated as private by the entity, or closely held and not publicly disseminated.

If you believe that some or all of this submission falls within the scope of Exemption 4 and is entitled to confidential treatment, you must indicate the specific information the entity considers proprietary in a cover attachment to this form. Please note that your designations of exempt material are not binding on Columbia County or the federal awarding agency(s).

This Page Intentionally Left Blank.

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

INDEX

- | | |
|-----------------------|--------------------------------|
| 1. General | 6. Substitution Listing |
| 2. Interpretation | 7. Pay Requests |
| 3. Withdrawal of Bids | 8. Commencement and Completion |
| 4. Taxes | 9. Special Instructions |
| 5. Submission of Bids | |

PART 1 - GENERAL

- A. Base bids and alternates will include single prime contracts for the Furniture and Equipment specified herein and as shown on the Drawings.
- B. Bidders shall indicate change order percentage as indicated on the bid form. The percentage fee to cover overhead and profit and required supervision on top of costs established by; payroll plus fringes, material invoices and equipment costs or rentals. Further information regarding changes in the work can be found in Section 00 73 00 Supplemental /General Conditions to AIA-A201.
- C. General Contract shall include all work in Divisions 0, 1 through 41 of Project Manual, and Drawings.
- D. Applicable provisions of Bidding Requirements and Conditions of the Contract, and Division One of the Technical Specification shall apply to all Contractors and Sub-Contractors.
- E. The "General Conditions of the Contract for Construction" AIA Document A201, 2017 Edition and Supplementary/Special Conditions to AIA Document A201, General Specifications, and Information for Bidders are hereby, made a part of this entire Project Manual. When an interpretation is required between the provisions of any of the Contract documents, the more restrictive provision shall govern.
- F. "General Conditions" apply with equal force to Contractor, Sub-Contractors' work, extra work and the like that may be specified herein or performed in or about building or site under this Contract.

PART 2 - INTERPRETATION

- A. No verbal explanation or instructions will be given in regard to the meaning of the Drawings or Specifications during the bid period. Bidders shall bring inadequacies, omissions or conflicts to the Architect/Engineer's attention at least ten days before the date set for bid opening. Clarification will be supplied to all bidders of record by addendum.

PART 3 - WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by written request received from Bidder or an authorized representative thereof prior to the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid.
- B. No bid may be withdrawn for a period of **60 days** after the date set for the opening thereof.

PART 4 - TAXES

- A. Columbia County is a tax-exempt entity and some or all materials to be incorporated in the Project may therefore be tax exempt per Wis Stat. SS 77.54 (9m). Bidders shall take this status into account when formulating its Bid.

PART 5 - SUBMISSION OF BIDS

- A. Bidders shall submit a single Base Bid for all Furniture and Equipment.
- B. Bid amounts shall be inserted in words and in figures in spaces provided on the Bid Form; in case of conflict, written word amounts will govern.
- C. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in the appropriate space provided on the Bid Form. Bid will be rejected if receipt of addendum applicable to award of Contract has not been acknowledged on Bid Form.
- D. Submit three copies of the Bid Form sealed with original signature and stamp.

PART 6 - SUBSTITUTION LISTING

- A. A list of substitutions will be required to be submitted with the Bid; the successful bidders shall submit in writing the names of proposed materials or products with the Bid. See section 01 25 13 Product Substitution Procedures for additional information.

PART 7 - PAY REQUESTS

- A. The successful bidder shall submit to the Architect an example of a pay request itemizing every Section of the Project Manual including, but not necessarily limited to, material, product, and fixture breakdown, labor breakdown, equipment rental, overhead and profit.
- B. The Architect will review the breakdown for the pay request and respond accordingly with corrections and comments.

PART 8 - COMMENCEMENT AND COMPLETION

- A. Bid Documentation: **July 1, 2025**
- B. Questions and Final Addendum Items: **July 16, 2025 2:00 PM**
- C. Bid Due Date: **July 21, 2025 9:00 AM**
- D. Award of Contract: **August 6, 2025**
- E. Commencement of Construction: **October 24, 2025**

PART 9 - SPECIAL INSTRUCTIONS

- A. Contractors and Subcontractors ARE REQUIRED to register in the federal government's [System for Award Management \(SAM\)](#). Contractors and Subcontractors shall not be barred from working on Federal projects and shall not appear on SAM.gov disbarment list.
- B. Comply with Federal Project and Employment Standards and Requirements; including but not limited to, National Environmental Policy Act of 1969, Affirmative Action Requirements (EO 11246), Equal Opportunity Clause (41 CFR 60-4), Disclosure of Lobbying Activities (31 U.S.C. 1352), and Conflict of Interest (18 U.S.C. § 208).). The following forms are included in section 00 01 10 Bid Form and must be submitted with the bid documents.
 - 1. Conflict of Interest Disclosure Form
 - 2. Lobbying Certification Form
 - 3. Disclosure of Lobbying Activities Form

END OF SECTION

SECTION 00 26 00

SUBSTITUTION LIST

TO: Columbia County Clerk

Pursuant to bidding requirements for the Work:

The Contract sum proposed by the undersigned on the Bid Form is for the Work as shown on the Drawings, described in the Project Manual, and otherwise defined in the Contract Documents. The undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all the proposed substitutions, the bidder's proposed contract sum will be reduced or added to be the amount shown.

Specified
Product
or MaterialProposed
Substitution

END OF SECTION

This Page Intentionally Left Blank.

**SECTION 00 41 13
BID FORM**

Columbia Cty - Mental Health Clinic
Bids Due: **July 21, 2025 9:00 AM**

To: Columbia County Clerk
112 E Edgewater St.
Portage, WI 53901

We _____ (a corporation)
_____ (a partnership)
_____ (cross out inapplicable) (an individual)

of _____
Street City

_____ State Zip Code Area Code Telephone No.

hereby agree to execute the proposed Contract specified herein and to furnish all labor and materials required to complete this Project in accordance with the Drawings and Project Manual and other Contract Documents, dated 07/01/2025, prepared by Angus-Young Associates, Inc., 555 South River Street, Janesville, Wisconsin 53548-4783.

BID NO. 1 – FURNITURE AND EQUIPMENT - DRAWINGS AND DIVISIONS 00 - 01 OF THE PROJECT MANUAL

For the sum of _____
_____ Dollars (\$ _____)

ALTERNATE (ADD) NO. 1 – WS1 AND WS2 WALL-MOUNTED STORAGE AND PEDESTAL

For the sum of _____
_____ Dollars (\$ _____)

ADDENDUM RECEIPT

We acknowledge receipt of the following Addenda:

Number & date

inclusively.

INSTRUCTION TO BIDDER

The undersigned understands and agrees to comply with and be bound by Section 00 21 13, Instruction to Bidders issued for this Work.

If a Corporation, name the State of Incorporation

_____.

If a Partnership, state full names of all partners.

Firm Name:

Area Code & Telephone Number: _____

By: _____ Notary Seal

Title: _____

By: _____ Name:

Title: _____ Commission Expires:

Dated: _____

END OF SECTION

**SECTION 00 43 13
BID BOND**

Per Wisconsin Statutes 62.15 (3) or as required by the Owner, no bid shall be received unless accompanied by a certified check or a bid bond equal 10 percent of the bid payable to the Owner as a guaranty that if the bid is accepted the bidder will execute and file the proper contract and bond within the time limited by the Owner.

Accompanying this proposal is a _____ (Bid Bond or Certified Check) in the amount _____ DOLLARS and _____ CENTS (\$ _____) being 10% of the bid amount as required by the advertisement for bids.

It is hereby expressly agreed that the Columbia County has the right to reject any and all bids.

Bidders should not add any conditions or qualifying statements to this proposal, or otherwise the proposal may be declared irregular as being not responsive to the Advertisement.

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

(Name of corporation, partnership, or person submitting bid);

- 1) a corporation organized and existing under the laws of the state of _____;
- 2) a partnership consisting of _____;
- 3) as an individual trading as _____;
of the city of _____;
state of _____;

(Contractor)

(Seal)

END OF SECTION

This Page Intentionally Left Blank.

SECTION 00 61 13
PERFORMANCE AND PAYMENT BONDS

1.01 SURETY BONDS

- A. Refer to Document 00 73 00, Paragraph 11.5.
- B. Form of bond shall be "Public Improvement Performance/Labor and Material Payment Bond," pursuant to Section 779.14 Wisconsin Statutes, and AIA Document A312, published by the American Institute of Architects.
- C. All bonds shall be signed by an agent or official of the surety company and shall include the certified Power of Attorney provided by the surety company showing that the person who signs the bonds has the power of attorney to so sign for the surety company. Such certification shall be signed by the Secretary or Assistant Secretary of the company and not by an attorney-in-fact. This certification shall bear the same or earlier date as the bonds.
- D. Surety Company shall have a B, or better, rating by the "Best Guide", licensed to do business in the state of Wisconsin.
- E. Provide three copies each of the bonds and the Power of Attorney for attachment to each copy of the agreement.
- F. Contractor shall pay the premiums for the surety bonds.
- G. Date of agreement and surety bonds shall be the same.
- H. Contractor shall sign the bonds, consistent with the following, as applicable:
 - 1. Under a partnership or a joint venture, the agreement may be signed by one partner of the partnership, or one partner of each firm comprising the joint venture, but the surety bonds shall be signed by all partners.
 - 2. Under a corporation, the bonds shall be signed by the official signing the agreement and the corporate seal affixed to the agreement and the surety bonds. If the corporation has no seal, include a statement to the effect that the corporation has no seal.

1.02 AVAILABILITY OF FORMS

- A. Document forms as specified above may be examined at the Office of the Architect and may be purchased directly from:

AIA WISCONSIN
321 South Hamilton Street
Madison, WI 53703
Telephone: (608) 257-8477

END OF SECTION

This Page Intentionally Left Blank.

**SECTION 00 72 00
GENERAL CONDITIONS**

AIA DOCUMENTS:

By reference, the following AIA Documents are made part of this Contract:

AIA Document A201-2017: "General Conditions of the Contract for Construction"

AIA Document G702: "Application and Certificate for Payment", latest edition.

AIA Document G703: "Application and Certificate for Payment (Continuation Sheet)", latest edition.

DOCUMENT AVAILABILITY:

Copyright laws prohibit the inclusion of the above documents in this Project Manual; however, all AIA documents are available for review at the office of the Architect and may be purchased from the Wisconsin Chapter of the American Institute of Architects at 321 South Hamilton Street, Madison, Wisconsin 53703. Phone (608) 257-8477.

END OF SECTION

This Page Intentionally Left Blank.

**SECTION 00 73 00
SUPPLEMENTARY CONDITIONS**

The following Supplementary Conditions modify the "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", AIA DOCUMENT A201 - 2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.2 THE CONTRACT

Add the following subparagraphs:

- .1 The Agreement which records the facts of the contractual relationship agreed upon by the parties thereto and the stipulations thereof take precedence over all other Contract Documents.
- .2 Supplementary General Conditions delete, revise, or supplement one or more of the Articles of the AIA Document A201: "General Conditions of the Contract for Construction."
- .3 Special Conditions cover provisions of a general nature peculiar to the Project which are not related to subjects included in the standard AIA Document A201: "General Conditions of the Contract for Construction."

1.1.6 THE SPECIFICATIONS

Add to the end of this paragraph:

"and coordinates their location in the Project with the working drawings."

Add the following paragraph:

1.1.8 ADDENDA

Addenda record modifications to the working drawings and specifications made prior to the signing of agreement for the construction of the Project by the Owner and the Contractor.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.2 Delete the words "Contractor in dividing the" and substitute therefore the words "Division of". Add the words "Contractors or" after the word "among".

Add the following paragraph:

1.2.4 The precedence of the Contract Documents is in the following sequence:

- .1 Addenda or modifications of any nature to the Drawings and Specifications take precedence over the original construction documents.
- .2 The Specification: Where specified differently than shown on Drawings, the Architect shall decide which stipulation will provide the best installation; where specified but not shown on Drawings and Architect deems installation necessary, the Specifications takes precedence.

- .3 The Working Drawings: The precedent shall be drawings of larger scale over those of smaller, figured dimensions over scaled dimensions, and noted materials over graphic indications; where installation is shown or noted, but not specified and Architect deems installation necessary, Drawings take precedence.
- .4 When remodeling is contemplated to existing, and noted on Drawings, all work required to execute the complete installation, whether or not completely shown, shall be by that particular Contractor involved unless otherwise noted, and the Drawings shall take precedence if the work is not specifically specified for complete installation. Further, when only mechanical or electrical work is required, and "patch and match" is noted or obviously required, the Contractor(s) involved shall pay the cost of the required "patch and match". All work shall meet with approval of the Architect.
- .5 When a duplication of material or equipment occurs in Drawings or Specifications in separate prime contracts, each prime contractor shall furnish this material or equipment. Architect will decide which contract amount shall be adjusted, for not incorporating material or equipment into the Project.

1.2.5 Material and equipment incorporated into the Project, which by their nature are governed by OSHA regulations, shall conform to said OSHA regulations, for both manufacture and installation. If, during the progress of the work, it is discovered that material and/or installation does not conform to said OSHA regulations, the Contractor shall take such steps as necessary to comply, at no additional cost to the Owner or Architect.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

Add the following paragraph:

3.1.4 There may be more than one Contractor required to perform the work necessary to complete the Project.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following subparagraph:

- .1 The Contractor shall submit final component designs and drawings stamped and signed by an Engineer legally authorized to practice in the jurisdiction where the Project is located, and submittal fees to the Architect/Engineer as required by local, state, and federal rules and regulations applicable to the work and Project location.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Add the following to the end of this paragraph:

Shop drawings must be complete and accurate with regard to concealed items such as pipe, drains, mains, conduit, raceways, temperature control piping or wiring, and all like equipment or devices. Unless shop drawings are sufficiently accurate to permit immediate location and identification of concealed items, with a minimum of cutting, shop drawings will be considered inadequate and the contract work deemed incomplete.

3.15 CLEANING UP

3.15.1 Delete this paragraph and substitute therefore the following:

Each Contractor is morally and financially responsible for his own clean-up operations. Clean-up must be timely as well as thorough in order to meet safety regulations and permit other contractors to perform without hindrance from dirt and debris. The Architect and the Owner will police project housekeeping and take appropriate steps to maintain clean, safe working conditions. The General Contractor will provide a Dumpster on site for this purpose.

ARTICLE 4 ARCHITECT

4.3 CLAIMS AND DISPUTES

4.3.10 Claims for Consequential Damages

Add the following subparagraph:

.3 The waiver does not apply to such claim for damages as are covered by insurance.

4.5 MEDIATION

4.5.2 The first sentence shall be revised as follows:

The parties are encouraged to resolve claims, disputes and other matters in questions between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

4.6 ARBITRATION

4.6.1. Shall be revised as follows:

Any Claim arising out of or related to the Contract, except Claims relation to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to Litigation. Prior to Litigation, the parties are encouraged to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5. The venue for all disputes shall be the Circuit Court for Rock County, State of Wisconsin.

4.6.2 Delete the paragraph in its entirety.

4.6.3 Delete the paragraph in its entirety.

4.6.6 Delete the paragraph in its entirety.

ARTICLE 5 SUBCONTRACTORS

5.2.1 Add the following subparagraph:

.1 Not later than ten working days after the Notice of Award of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the Specifications and, where applicable, the name of the installing Subcontractor.

Add the following paragraph:

5.5 PAYMENTS TO SUBCONTRACTORS

5.5.1 The Contractor, within thirty days of the receipt of any payment from the Owner, shall pay all Subcontractors and material suppliers with whom the Contractor has contracted, their share of the payment the Contractor received based upon the service performed by the Subcontractor. The Contractor shall also require each Subcontractor to make similar payments to his Sub-subcontractors. The Contractor shall furnish a sworn statement that material suppliers have received their share of the previous payment to the Contractor.

ARTICLE 7 CHANGES IN THE WORK

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.3 Delete the present subparagraph 7.3.3.3 in its entirety and substitute the following:

- .3** By cost as established by payroll plus fringes, material invoices and equipment costs or rentals, plus a percentage as indicated on the bid form, on the established costs accumulated, to cover overhead and profit.

7.3.7 In this paragraph, delete the words "the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change" and substitute therefore the words "the allowance for overhead and profit shall be as indicated by the bidding contractor on the basis of net increase, if any, with respect to that change."

ARTICLE 8 TIME

8.2 PROGRESS AND COMPLETION

Add the following paragraph:

8.2.4 If the Contractor shall fail to complete his work at the time specified in the Contract, the Owner shall have the right to occupy the building and neither partial nor entire occupancy shall be construed as indicating substantial completion, and the Owner will not be liable for any inconvenience to the Contractor by Owner's occupancy.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Add to the end of the paragraph:

An extension of time shall not entitle the Contractor extra compensation from the Owner.

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Delete this paragraph in its entirety, and substitute therefore the following:

Approximately twenty (20) days before each progress payment falls due, or not later than the tenth (10th) day of the month, the Contractor and Architect shall decide upon percentage completion for his portions of the work for the previous month. The Lump Sum Cost Report indicating the Schedule of Values to be used for billing purposes shall be used for this purpose. In the absence of the Contractor, the Architect and Owner's determination shall be binding upon the Contractor.

- .1** Provided that an Application for Payment is received by the Architect not later than the fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the last day of the same month. If the Architect receives an Application for Payment after the application date fixed above, the Owner not later than twenty-five (25) days shall make

payment after the Architect receives the Application for Payment. The forms required will be AIA Documents G702 and G703.

- .2 Progress payments to the Contractor will be made for ninety percent (90%) of the cost of labor and material actually incorporated into the Project during the period covered by the pay request. Payments will also be made in the amount of seventy-five percent (75%) for materials properly stored on-site.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 Delete this paragraph in its entirety, and substitute therefore the following:

Upon receipt from the Contractor of the properly executed documents as provided above, the Architect will certify the Contractor's Application and Certificate of Payment and forward to the Owner for payment or, in writing, state his reasons for withholding a Certificate as provided in Subparagraph 9.5.1.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 Add the following subparagraphs:

- .4 all work, materials apparatus and fixtures, which may be damaged by weather (rain, winds, storms, frost and heat).
- .5 building elements and equipment when subjected to damage. Should workmen or other persons employed or commissioned by the one Contractor be responsible for damage, the entire cost of repairing said damage shall be assumed by said individual Contractor. Should damage be done by a person or persons not employed or commissioned by any contractor, the respective contractors shall make all repairs and charge the cost to the guilty person or persons. The affected contractors shall be responsible for collecting such charges.

Add the following paragraph and subparagraphs:

10.2.8 Contractors requiring barricades, railings, obstructions in streets, roads, or sidewalks, and trenches and pits adjacent to public walks or roads shall provide, operate, and maintain guard lights as required by local codes and regulations.

Additional protection shall be as follows:

- .1 When utilities cross existing streets, drives, lawns, shrubs, etc., repair or replace to original conditions as approved by the Owner and Architect/Engineer. In street, roads, highways, work to be as directed by city engineer, county or state highway department.
- .2 Respective contractors shall protect all materials and equipment prior to installation and/or final acceptance. Storage shall be dry, clean, and safe. Materials or equipment damaged, deteriorated, rusted, or defaced due to improper storage shall be fully repaired, refinished, or replaced, as directed by the Architect/Engineer. Material or equipment lost through theft or mishandling shall be replaced by Contractor without cost to Owner.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1.2 Delete the semicolon at the end of Clause 11.1.1.2 and add:

or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause;

11.1.1.8 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverages as applicable).
2. Independent Contractors' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under paragraph 3.18.
6. Owner, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

11.1.1.9. If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

Add the following Clause 11.1.2.1. to 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation:

(a) State: Statutory \$ 100,000 Same as State Workers Compensation

(b) Applicable Federal (e.g., Longshoremen's): Statutory

(c) Employer's Liability: \$500,000 per Accident

\$500,000 Disease, Policy Limit

\$500,000 Disease, Each Employee

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage): (Minimum Required Limits – Combined Single Limit)

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Notes:

- 1) Products and Completed Operations to be maintained for 3 years after final payment.

- 2) Property Damage Liability Insurance shall provide X, C and U coverage.
- 3) Broad Form Property Damage Coverage shall include Completed Operations.
- 4) Contractual Liability: to be included.
- 5) Personal Injury, with Employment Exclusion deleted.
- 6) If the General Liability coverage's are provided by a Commercial Liability policy, the:
 - a. General Aggregate shall be not less than \$ 2,000,000 and it shall apply, in total, to this Project only.
 - b. Fire Damage Limit shall be not less than \$ 1,000,000 on any one fire.
 - c. Medical Expense Limit shall be not less than \$ 5,000 on any one person.

3. Business Auto Liability (Business Auto Liability (including owned, non-owned and hired vehicles):
 (a) Bodily Injury and Property Damage – Combined Single Limit:

\$1,000,000 Each Occurrence

4. Umbrella Excess Liability:

\$2,000,000 over primary insurance

\$10,000 retention for self-insured hazards each occurrence

5. In addition to the items noted above, the following should also be provided:

- (a) The Owner has the right to review and approve any coverage. The carrier must be a BEST'S rated "A, VII" and admitted in Wisconsin.
- (b) The coverage must be endorsed to show that it is primary and the Owner's own coverage is not contributory to any claim.
- (c) 60 day notice of cancellation.
- (d) The Owner and the Architect named as additional insured.

9. Aircraft Liability (owned and non-owned) when aircraft are used in the performance of the Contract: With limits proposed by the Contractor for the Owner's approval.

10. Watercraft Liability (owned and non-owned) when watercraft is used in the performance of the Contract: With limits proposed by the contractor for the Owner's approval.

11.1.3 Add the following sentence to subparagraph 11.1.3: If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705: "Certificate of Insurance." If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

11.4 PROPERTY INSURANCE

11.4.1.1 Add the following sentence to Clause 11.4.1.1:

The form of policy for this coverage shall be completed Value.

Delete Clause 11.4.1.4 and substitute the following:

11.4.1.4 The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.

11.5 PERFORMANCE BOND AND PAYMENT BOND

Delete subparagraph 11.5.1 and substitute the following:

- 11.5.1** The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to **100%** percent of the Contract Sum.
- 11.5.1.1** The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent. The Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- 11.5.1.2** The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

- 14.1.3** Delete from the paragraph as follows

‘and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.’

14.2 TERMINATION BY THE OWNER FOR CAUSE

Omit the word ‘persistently’ from the subparagraphs.

Add the following Articles:

ARTICLE 15 CLAIMS AND DISPUTES

15.1 COOPERATION

- 15.1.1** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.
- 15.2.3** In the event of any dispute arising as to possible or alleged interference between the various contractors which may retard the progress of the Work, the same shall be adjusted by the Owner and Architect, whose decision as to the party or parties at fault and as to the manner in which the matter may be adjusted shall be binding and conclusive on all parties.

END OF SECTION

SECTION 00 91 00
ADDENDA AND MODIFICATIONS

1.01 DESCRIPTION

- A. Addenda are written or graphic instruments issued by the Architect prior to Bid Date. Addenda add to, delete from, clarify, or correct the Bidding Documents.
- B. Addenda are included in the Bidding Documents and shall be included in the Contract Documents.
- C. Addenda will be posted to the county's website or emailed to all who are known by the issuing office to have received a complete set of Bidding Documents.
- D. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- E. No Addenda will be issued later than two days prior to the date for receipt of bids except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

1.02 BIDDERS' AND CONTRACTORS' RESPONSIBILITIES

- A. Every Bidder shall be responsible for taking the provisions of all Addenda issued prior to the Bid Date into account when submitting his bid.
- B. The Bidder shall carefully study and compare the Bidding Documents for which the bid is submitted, shall examine the Project site and local conditions, and shall at once report to the Architect any errors, inconsistencies or ambiguities discovered.
- C. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect as noted in the Instructions to Bidders prior to the date listed.
- D. Each Bidder shall ascertain prior to submitting a bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt on the Bid Form where called for.
- E. All Contractors shall perform their work in accord with all Addenda.

END OF SECTION

This Page Intentionally Left Blank.

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 - GENERAL

- A. For determining the Scope of the Work, this Section shall be used in conjunction with the Drawings and with corresponding Sections of the Technical Specifications, Conditions of the Contract, and issued Addenda. This Project is being bid as a single bid package.
- B. Under this bid package, Contractor shall provide the necessary trades, for which bids are asked including, but not necessarily limited to, furnishing all labor, materials, tools, and equipment necessary for the furniture package for the Columbia Cty - Mental Health Clinic to be located at 111 E Mullet St in Portage, WI 53901. Base Bid will include furniture for approximately 9,596 square feet of new office space. The Work which bids are asked includes, but is not necessarily limited to, new reception and waiting seating, new office desking systems, task chairs and patient lounge seating.
- C. When successful bidders have been awarded the Contract, commencement and completion shall be as stated under the Instructions to Bidders.
- D. The Project site is located at 111 E Mullet St, in Portage, WI 53901. Bidders may visit the Project site and acquaint themselves with all existing conditions but a formal pre-bid meeting is not planned.
- E. The Owner reserves the right to contract separately other work not specifically stated in the Project Manual. The construction coordination shall adapt to the Work.
- F. After final cleaning and upon written notice from the Contractor to the Architect that the Work is completed, the Architect will make a punch list of deficiencies and request their completion prior to final payment. Final payment will be made to the Contractor in accordance with the Conditions of the Contract. Upon completion of the Work, the Contractor shall remove from the Project site all material, tools and equipment belonging to him, and leave the Project site with an appearance acceptable to the Owner.

END OF SECTION

This Page Intentionally Left Blank.

SECTION 01 25 13
PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included:
 - 1. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.
 - 2. To ensure that the specified products or equivalent products are furnished and installed in accordance with design intent, procedures have been established for advance substitution request submittals for review by the Architect/Engineer.
- B. Related Work Described Elsewhere:
 - 1. Individual requirements for products are described in other pertinent Sections of these Specifications and the Supplementary Conditions of the Contract.

1.02 QUALITY ASSURANCE

- A. Product Quality Equivalence:
 - 1. Provide all information necessary as determined by the Architect/Engineer for adequate comparison of specified product to requested substitution.
 - 2. All substitutions shall be of equivalent quality to the specified product as determined by the Architect/Engineer.

1.03 SUBMITTALS

- A. Submit samples, manufacturer's literature, colors, etc., of both original product specified and requested substitution.
- B. For equipment submittals, provide physical data including dimensions, weights etc., and a drawing or diagram demonstrating that the proposed substitution fits in the space provided and that the designed supports are adequate. Differences between the specified product and the proposed substitution must be clearly identified for the Architect/Engineer's review.
- C. Where equipment substitutions include change in utility requirements such as a change in motor horsepower, the difference between the specified product and the proposed substitution must be clearly identified for the Architect/Engineer's review.
- D. Provide cost comparison between specified product and requested substitution in equivalent terms and quantities.
- E. Substitution approval does not relieve the Contractor from submitting shop drawings for the product. Make all submittals of shop drawings, samples, and other items, in strict accordance with Section 01 33 00 - Submittal Procedures.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

- A. Substitution Requests:
 - 1. **Prior to Submission of Bid**, all proposed substitutions shall be requested by the Bidder/Contractor no less than 5 business days in advance of the bid due date on Section 00 43 25 - Substitution Request Form. The Architect/Owner shall review the request and determine whether or not the products are acceptable. The Architect shall inform the Bidder/Contractor of the decision no less than 2 days prior to the bid due date. The decision of the Architect/Owner shall be final.

B. Substitution List:

1. All proposed substitutions shall be provided by the Bidder/Contractor on Section 00 26 00 - Substitution List. The Architect / Owner shall review the list of substitutions and determine whether or not the products are acceptable. The decision of the Owner shall be final.

C. Unauthorized Substitutions:

1. Products and materials shall not be substituted with other products and materials during the construction phase. Substituted products and materials installed without prior review and approval by the Architect/Engineer or Owner shall be subject to rejection, removal and/or replacement by the Architect/Engineer or Owner at the expense of the Bidder/Contractor.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Substituted products shall be installed using the same quality workmanship and manner as the originally specified product, per the manufacturer's recommendations, and shall be acceptable to the Architect/Engineer.

END OF SECTION

**SECTION 01 77 00
CLOSEOUT PROCEDURES**

PART 1 - GENERAL

1.01 GENERAL

- A. Final Completion: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 1 Section 01 29 00 - Payment Procedures.
 - 2. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Operation Data: Include emergency instructions and procedures, system and equipment descriptions, operating procedures, and sequence of operations.
 - 2. Maintenance Data: Include manufacturer's information, list of spare parts, maintenance procedures, maintenance and service schedules for preventive and routine maintenance, and copies of warranties and bonds.
 - 3. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.
- C. Warranties: Submit written warranties to the Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
 - 1. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 2. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

PART 2 - GENERAL

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURES

- A. Demonstration and Training: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.

3. Schedule training with Owner, through Architect, with at least seven days advance notice.
 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Final Cleaning: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal and local environmental and antipollution regulations.
- C. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- D. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
1. Remove surplus material from Project site.
 2. Remove labels that are not permanent.
 3. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored.
 - a. Wipe surfaces of equipment. Remove excess lubrication and foreign substances.
 4. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION