



CITY OF WAUPUN DEPARTMENT OF PUBLIC WORKS  
Waupun City Hall – 201 E. Main Street, Waupun WI  
P: 920-324-7918 \* F: 920-324-7939  
[www.cityofwaupun.org](http://www.cityofwaupun.org)

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February 4, 2021

## **REQUEST FOR PROPOSAL**

Sealed proposals will be received by the City of Waupun, Wisconsin, at the City Hall, 201 East Main Street, Waupun, Wisconsin, until 1:00 pm on Tuesday, March 2, 2021 for the following:

### **“Install Drive Through Window at the Waupun Public Library”**

All proposals must be clearly marked “Drive Through Window Proposal” when returned to the City of Waupun.

All proposals must be made upon blank forms furnished by the City of Waupun. Plans, Specifications, and Contract Documents may be examined and/or obtained at the office of the City Clerk, 201 East Main Street, Waupun, Wisconsin, for bidding purposes.

The City reserves the right to reject any and all proposals, waive or not to waive any formalities in the proposals received, and to accept any proposal which the City deems most favorable to the interest of the City. The Library Boards decision as to qualifications will be held on March 17, 2021 and their decision will be final.

No proposal may be withdrawn for a period of 60 days after the opening date.

CITY OF WAUPUN

Jeff Daane  
Director of Public Works

(Publish February 15 and February 22, 2021)

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THE CITY OF WAUPUN, WISCONSIN  
REQUEST FOR PROPOSAL TO INSTALL DRIVE THROUGH WINDOW  
AT  
WAUPUN PUBLIC LIBRARY, 123 S FOREST ST, WAUPUN, WI 53963  
WITH INSTRUCTIONS TO PROPOSERS

ISSUED: February 4, 2021

The City of Waupun, Wisconsin, will receive proposals to install a new drive-thru style window on the south side of the building subject to the following procedure and requirements.

**DEADLINE FOR RECEIPT.** Tuesday, March 2, 2021 at 1:00 pm

**CITY OF WAUPUN OFFICE WHERE FILED.** City Clerk's Office, Waupun City Hall, 201 E Main St., Waupun, WI 53963.

**FORM OF PROPOSAL.** Proposals must be submitted, sealed, on City of Waupun forms, legible and fully complete in all respects, showing the date and time of proposal opening on the outside of the sealed document. **The City of Waupun reserves the right to reject any incomplete proposal.**

**FOR MORE INFORMATION.** Call Jeff Daane, Director of Public Works at (920) 324-7918.

**NATURE OF WORK.** The project is not a Public Construction Contract under Wisconsin law. The City of Waupun is not required to award the Contract to the lowest bidder meeting minimum qualifications.

**CONTRACT REQUIRED.** The contractor selected to perform the Work will be required to execute a Contract and related documents on City of Waupun forms as a condition of performing the Work.

1. A time limit for completion with liquidated damages of Two Hundred Dollars (\$200.00) per day for delay where a time extensions was not granted.
2. One (1) year warranty on the Work performed.
3. A Bid Bond equaling five-percent (5%) of the amount of the Contract.
4. Performance and Payment Bond in the full amount of the Contract.
5. Insurance from a company licensed to do business in the State of Wisconsin. Please see Insurance Requirements on pages 8-11.
6. Release/waiver of liens.
7. Obtaining City Building Permit.

**INSPECTION AND REVIEW OF SITE AND CITY DATA.** Each Proposer has an obligation to examine the site upon which the Work will be performed to assess the site conditions and to review City of Waupun furnished data.

To schedule an inspection of the building prior to submitting a proposal, please contact Jeff Daane at (920) 324-7918.

**LISTING OF SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS (OVER \$5,000.00.** The Proposer shall list in its Proposal its subcontractors and major material suppliers (over \$5,000.00).

**SPECIFICATIONS AND SPECIAL CONDITIONS.** Specifications and Special Conditions for the Work are attached and will be included in the Contract.

**AWARD OF CONTRACT.** The City of Waupun will enter into a Contract, through the Library Board, with the Proposer deemed most qualified. In making this determination, the City of Waupun will consider with respect to each Proposer: general qualification, special expertise, time in which the work can be performed, financial ability to perform the work, work record and history, and experience in projects of a similar magnitude.

The City of Waupun reserves the right to reject unqualified and nonconforming Proposals, to reject all Proposals and request new Proposals, to accept Proposal(s) if advantageous to the City of Waupun, or to select the most qualified Proposal and negotiate a Contract.

**COMMENCEMENT AND DILIGENT PROGRESS OF WORK.** The Contractor selected to perform the Work will conduct the Work diligently until fully complete in accordance with the Contract.

**EXECUTION OF DOCUMENTS.** The documents which are required to be executed by the Proposer shall be executed as follows:

1. Corporations. By the President and one (1) other officer, preferably the Secretary.
2. Limited Liability Companies. By a Member, if member managed or the Manager if manager managed.
3. Partnerships. By each general partner, unless partnership agreement provides otherwise.
4. Sole Proprietors. By each named individual.

Any exception to the above must be approved by the City Attorney who may require such documents as may be necessary to consider and exception.

**DOCUMENTS TO BE SUBMITTED.** Proposers shall submit the following documents, on City of Waupun forms, in the course of making a Proposal.

1. Proposal.
2. Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal or Bid.
3. List of subcontractors and major suppliers

**SPECIFICATIONS AND SPECIAL CONDITIONS TO INSTALL DRIVE-THRU STYLE WINDOW AT WAUPUN  
PUBLIC LIBRARY IN THE CITY OF WAUPUN**

**WORK TO BE PERFORMED.**

1. Submit Local City Building Permit
2. Remove existing window, sawcut existing laminate countertop, and temporary remove existing wall-hung cabinets.
3. Sawcut and widen existing brick and drywall opening, including installing (1) new masonry lintel and sill.
4. Install new drive-thru style window. (see attached specifications)
5. Install new drywall returns around window and paint to match. Re-hang cabinets and finish ends of laminate countertop.
6. Install (1) new LED light fixtures to match the existing fixture over the "book return" bin on the exterior of the building and install power to window intercom. Raze and removal of all building materials from the site. (see attached specifications)

**TIME SCHEDULE FOR OBTAINING A BUILDING PERMIT.**

The contractor has fifteen (15) days from the date of the Notice to Proceed by the City of Waupun to obtain a Building Permit.

Time lost and the cost encountered by the Contractor due to the Contractor's lack of coordination with the City of Waupun or subcontractors working on the project site shall not be a justification for extra compensation or any time extension(s).

**ADA COMPLIANCE**

The window must be designed and installed to ADA standards.

**TIME OF PERFORMANCE.**

The Effective Date of the Contract shall be the date the Contract is fully executed. Work shall commence and deadlines computed from the date that the City of Waupun provides Contractor with the Notice to Proceed. The Contractor shall conduct the Work diligently until fully complete in accordance with the Contract. The Contractor shall obtain all required permits no later than fifteen (15) days of the Notice to Proceed. The Contractor shall furnish sufficient labor, material(s), equipment and supervision to complete the Work according to the approved time schedule.

**DAMAGE OR THEFT**

The City of Waupun shall not be liable to the Contractor for any loss, destruction, theft or removal of any property from the premises nor shall the Contractor be entitled to any allowance or other claim should any of the said acts occur.

**SAFETY AND SECURITY**

The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the project. The Contractor shall also be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the City of Waupun Director of Public Works in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work that it knew or should have known to be contrary to such laws, ordinances, rules or regulations and

without giving notice to the City of Waupun, Director of Public Works, the Contractor shall bear all costs arising there from.

Safety & Security - The Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

## PROPOSAL

\_\_\_\_\_ Proposes to supply labor, equipment, materials, as needed to complete the installation of a drive-thru window at the Waupun Public Library located at 123 S. Forest St., Waupun, WI, 53963

### Installation:

1. Submit Local City Building Permit
2. Remove existing window, sawcut existing laminate countertop, and temporary remove existing wall-hung cabinets.
3. Sawcut and widen existing brick and drywall opening, including installing (1) new masonry lintel and sill.
4. Install new drive-thru style window. (see attached specifications)
5. Install new drywall returns around window and paint to match. Re-hang cabinets and finish ends of laminate countertop.
6. Install (1) new LED light fixtures to match the existing fixture over the "book return" bin on the exterior of the building and install power to window intercom. Raze and removal of all building materials from the site. (see attached specifications)

<b>Construction Cost:</b>	\$ _____
<b>Aluminum storefront window over a drive-thru window Cost</b>	\$ _____
<b>Total Cost:</b>	\$ _____

\_\_\_\_\_ Is a fully insured and bonded company per the Insurance section of this proposal.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Bidder Printed Name

## CONTRACT FORM

This contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the City of Waupun, a Wisconsin Municipality, hereinafter called the Owner, and

\_\_\_\_\_  
(Name of Corporation) (Partnership) (Individual)  
a **CORPORATION** organized and existing under the laws of the State of

\_\_\_\_\_  
,  
a **PARTNERSHIP** consisting of

\_\_\_\_\_  
an **INDIVIDUAL** trading as

\_\_\_\_\_  
of the City of \_\_\_\_\_, State of \_\_\_\_\_

\_\_\_\_\_  
hereinafter called the Contractor, witnessed that the parties hereto do mutually agree as follows:

### **CONTRACT TIMES**

The Work will be completed on or before July 1, 2021. The Notice to Proceed is not anticipated to be issued until April 1, 2021.

### **STATEMENT AND PAYMENT FOR WORK:**

The Contractor shall furnish all labor and materials, and perform all work required for this proposal for the consideration of prices submitted on: Proposal  
to be paid by the Owner to the Contractor in strict accordance with this Contract, the Proposal as accepted, Notice and Instruction to Bidders, General and Special Provisions, Specifications and Plans as prepared by the Director of Public Works, all of which are made a part hereof and designated as follows:

\_\_\_\_\_  
In witness whereof the parties hereto have executed this Agreement as of the day and year first above written:

\_\_\_\_\_  
Contractor  
(Corporation Seal) (Partnership)  
(Individual)

Two Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
Street & Address  
\_\_\_\_\_  
City & State  
\_\_\_\_\_

\_\_\_\_\_  
Title

THE CITY OF WAUPUN,  
A WISCONSIN MUNICIPALITY

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the Corporation named as the  
Contractor herein:  
that \_\_\_\_\_, who signed this contract on the behalf  
of the Contractor, was then \_\_\_\_\_ of said corporation, and that such contract was  
duly signed for and in behalf of said corporation by authority of its governing body.



City of Waupun  
**INSURANCE REQUIREMENTS**

**CONTRACTOR'S INSURANCE REQUIREMENTS**

(Excluding Bond and Property Insurance [Builders Risk Insurance] Requirements)

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Waupun

It is hereby agreed and understood that the insurance required by the City of Waupun is primary and non-contributing coverage and that any insurance or self insurance maintained by the City of Waupun its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**1. COMMERCIAL GENERAL LIABILITY INSURANCE**

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- |    |  |             |
|----|--|-------------|
| 1. | Each Occurrence limit  | \$1,000,000 |
| 2. | Personal and Advertising Injury limit  | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) <b>per project</b>  | \$2,000,000 |
| 4. | Products–Completed Operations aggregate  | \$2,000,000 |
| 5. | Fire Damage limit — any one fire   | \$50,000    |
| 6. | Medical Expense limit — any one person   | \$5,000     |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) <b>“if”</b> the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. |             |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.  |             |

**2. BUSINESS AUTOMOBILE COVERAGE**

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

**3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY – as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.**

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident

- (2) \$500,000 Disease Policy Limit
- (3) \$100,000 Disease – Each Employee

B. Employer's Liability limits must be sufficient to meet umbrella liability insurance Requirements

- 4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Waupun Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
- 5. **AIRCRAFT LIABILITY** if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- 6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
- 7. **INSTALLATION FLOATER / CONTRACTOR'S EQUIPMENT OR PROPERTY** – The contractor is responsible for loss and coverage for these exposures. City of Waupun will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.
- 8. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.
  - A. Limits
    - (1) \$1,000,000 each claim
    - (2) \$1,000,000 annual aggregate
  - B. Must comply with claims-made requirements listed below

#### **INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)**

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

#### **APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS**

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Waupun.

- B. Acceptability of Insurers – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work – City of Waupun, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation and Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Waupun, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention in the contractor's policy must be declared to the City of Waupun and satisfied by the contractor.
- F. Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the City of Waupun a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
  - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
  - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Waupun, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

## INDEMNIFICATION

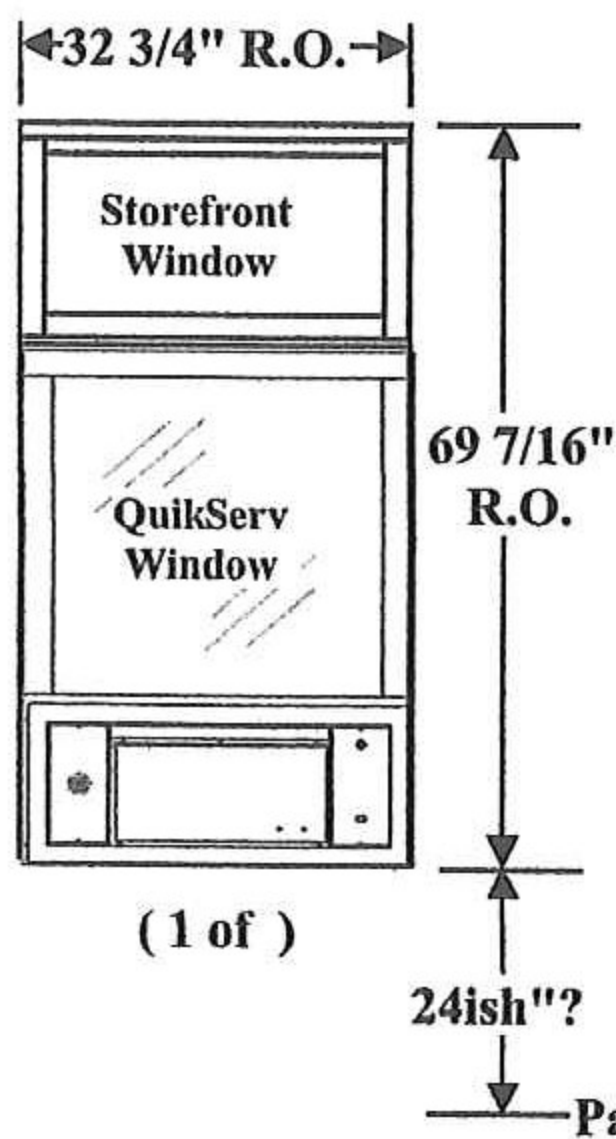
### INDEMNIFICATION PROVISION

\_\_\_\_\_ hereby agrees to indemnify, defend and hold harmless the City of Waupun, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of \_\_\_\_\_ or its agents or anyone acting under its direction or control or on its behalf arising out of, in connection with, or relating to this Agreement. This indemnification, defense and hold harmless obligation shall exist for \_\_\_\_\_ even if liability is also sought to be imposed or is alleged against City of Waupun, its elected and appointed officials, officers, employees, agents, representatives and volunteers for their own acts, omissions, fault or negligence arising out of or in connection with or relating to this Agreement.

\_\_\_\_\_ shall reimburse the City of Waupun, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that \_\_\_\_\_ employs other persons, firms, corporations or entities (sub-contractors) as part of the work that is the subject of this Agreement, it shall be \_\_\_\_\_'s responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Waupun, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which contains identical indemnity, defense and hold harmless provisions and obligations as this Indemnity Agreement.

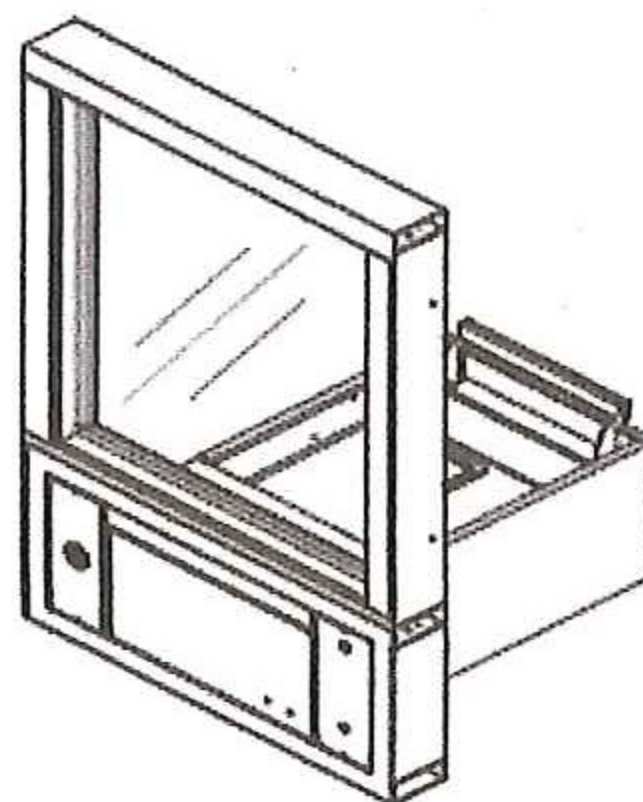
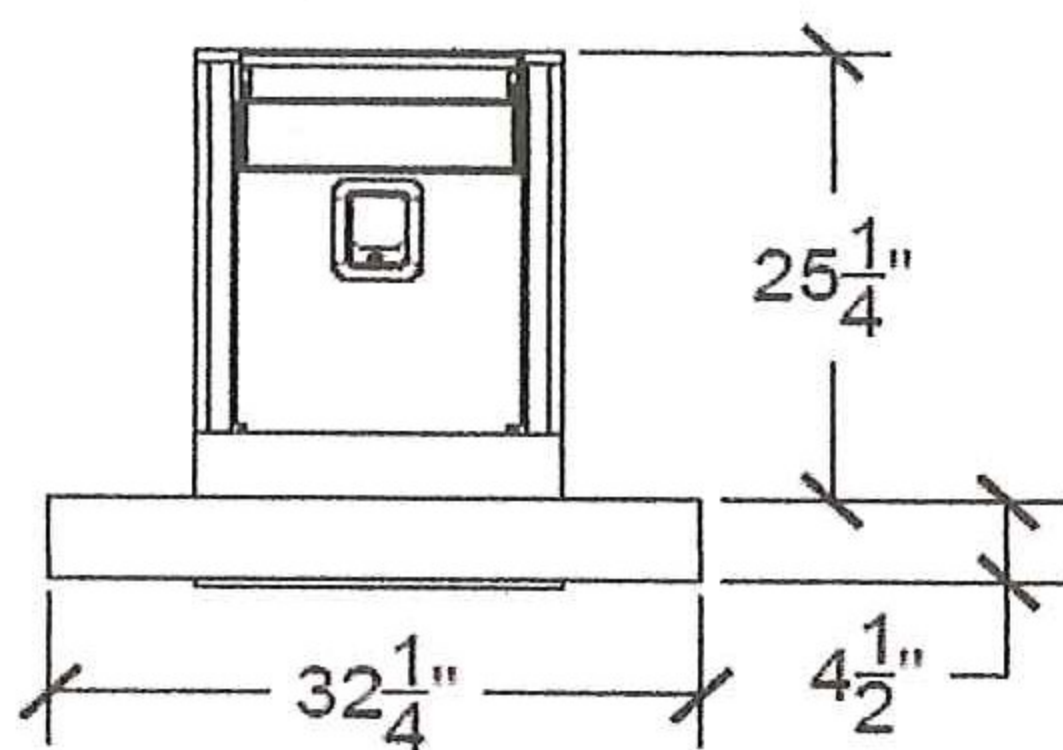
This indemnity provision shall survive the termination or expiration of this Agreement.



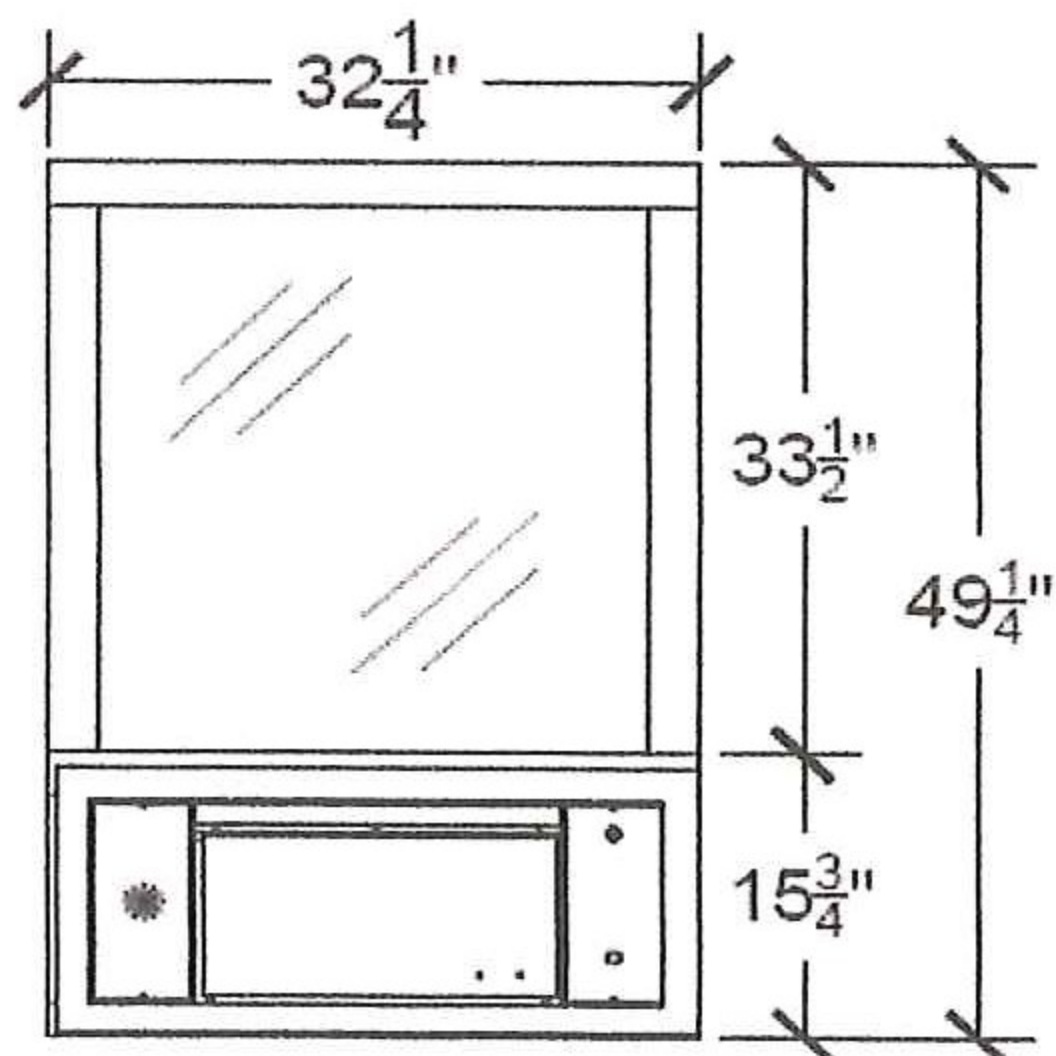
### Exterior

2" x 4 1/2" Thermally Broken Aluminum Frames  
Top Receptor, Subsill w/End Dams & Insulated Jambs  
Dark Bronze Anodized Finish  
QuikServ Model QSP-713S PCM-130 Drive Thru System  
Intercom w/Buzzer  
1" Clear Tempered Insulated Glass w/Low-e  
Perimeter Caulk

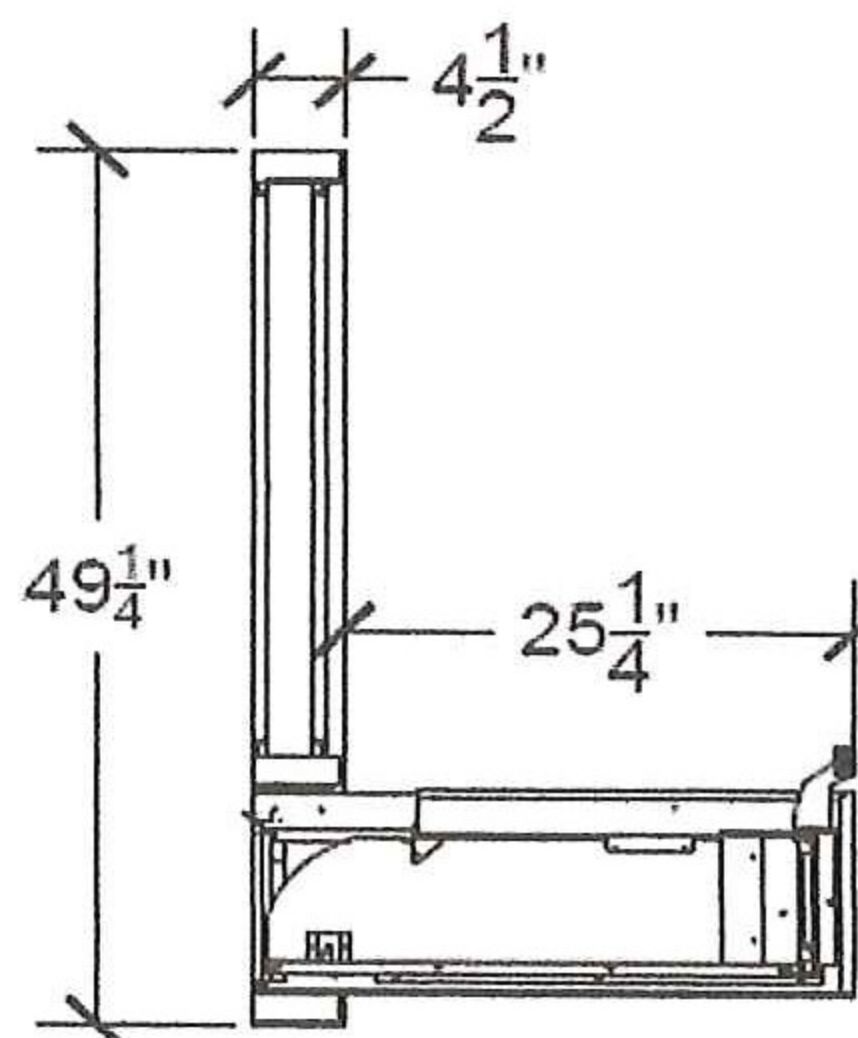
Top View



Interior Front View



Side View



## C-WP-A-FCT3-3L Series

Premium LED Wall Pack - Small  
Replaces 100W PSMH

**C-LITE**  
LED LIGHTING BY CREE

### REPLACE UP TO 100W PSMH

Eliminate glare and uplight with this Premium LED Wall Pack.



#### PRODUCT SPECIFICATIONS

##### OVERVIEW

- Initial Delivered Lumens: 3,200 - 3,600
- CRI:  $\geq 70$
- CCT: Warm White (3000K), Neutral White (4000K), Cool White 5000K
- Input Power: 32 or 33 Watts
- Dimmable: No
- Operating Minimum:  $-40^{\circ}\text{C}$  ( $-40^{\circ}\text{F}$ )
- Lifespan: Estimated  $>50,000$  Hours
- Power Factor:  $> 0.9$
- Total Harmonic Distortion:  $< 20\%$
- Limited Warranty: 5 Years\*
- Replaces 100W PSMH

PREMIUM/FULL CUTOFF	EFFICIENT	RECOMMENDED USE	INPUT VOLTAGE
<ul style="list-style-type: none"><li>Stylish modern design</li><li>Reduced uplight for control of spill light</li><li>High-quality aluminum construction</li></ul>	<ul style="list-style-type: none"><li>Uses up to 60% less energy than previous models</li><li>Long estimated lifetime and low energy usage</li><li>Optional photocell</li></ul>	<ul style="list-style-type: none"><li>Security</li><li>Pathways</li><li>Perimeter Lighting</li><li>When control of spill light is important</li></ul>	<ul style="list-style-type: none"><li>Universal (120V through 277V Operation)</li></ul>

#### ORDERING INFORMATION

Example: C-WP-A-FCT3-3L-30K-DB

C-WP	A	FCT3	3L	50K	DB
PRODUCT	SERIES	TYPE	LUMEN PACKAGE	CCT	COLOR
C-WP	A	FCT3 LED Small Wall Pack	3L 3,200 Lumens (30K) 32W 3,500 Lumens (40K) 3,600 Lumens (50K) 33W	30K Warm White (3000K) 40K Neutral White (4000K) 50K Cool White (5000K)	DB Dark Bronze

#### CERTIFICATIONS: