

**VILLAGE OF SPENCER, WISCONSIN
SMARTBNR LITE SYSTEM INSTALLATION
INVITATION TO BID**

1. BIDDING

Sealed Bids labeled "SmartBNR Lite System Installation" are due no later than March 6th, 2020, at 3:00 p.m. at the office of the Village Clerk, 105 Park Street, P.O. Box 360, Spencer, Wisconsin 54479, at which time the bids shall be publicly opened and read. Bids shall be for the installation of SmartBNR Lite System per specifications herein. Bids received after this time shall not be accepted. Bids must be on a lump sum basis. Faxed bids shall not be accepted.

The Village of Spencer (the "Village") reserves the right to accept or reject any or all bids, to waive informalities, and to accept the bid deemed most advantageous to the Village.

2. BID SECURITY

A bid drafted in the form of the attached "Appendix A" shall be accompanied by a certified check or bid bond in an amount not less than 5% of the maximum bid price, payable to the Village, as a guarantee that the bidder, if his bid is accepted, shall execute and file the proper contract and 100% performance and payment bonds within fifteen (15) days after the notice of award. In case the bidder fails to file such contract and required bonds, the check or bid bond shall be forfeited to the Village as liquidated damages.

3. BONDS

A surety bond substantially in the form of Appendix B of one hundred percent (100%) of contract price covering performance and payment of labor and/or materials shall be required of the successful contractor, paid by contractor, and cost included in his bid.

4. CONTRACT AWARD

The bids for installation of SmartBNR Lite System will be submitted as a total project cost and the contract will be awarded as a total project cost.

5. FORM OF AGREEMENT

The contract will be in the form of Appendix C.

6. QUESTIONS REGARDING PROJECT

Questions regarding this project shall be directed to Chris Helgestad, WWTP at 610 Depot Street, P.O. Box 360, Spencer, Wisconsin 54479 or 715-659-5404.

7. BACKGROUND

The Village of Spencer operates a .52 MGD activated sludge wastewater plant. A new WPDES Permit was issued from the Department of Natural Resources effective September 1, 2019 that reduces the amount of phosphorous in our effluent significantly. While the Village is able to meet this new limit, it is looking at additional means to control phosphorous.

8. SCOPE

The Village of Spencer is accepting proposals for the modifications of our oxidation ditch and installation of Evoqua SmartBNR Lite System in our Wastewater Treatment Plant located at 610 E Depot Street. The winning bidder will provide the purchase of the materials not supplied by Spencer, labor, electrical and site restoration.

The process involves-

1. Removing aeration 55 discs from the outer channel and placing 23 additional discs in the middle channel and 25 additional discs to the inner channel per driveshaft
2. Installing (2) 60 HP 460V inverter duty rated motors and (2) 25 HP 460V inverter duty rated motors provided by the Village on the drive shaft including new conduits and new VFD cables
3. Supply (3) MCC sections and required modifications for installation of VFDs provided by the Village in the Pump Control Room
4. Feed normal power to (2) MCC sections and emergency power to (1) MCC section to the Pump Control Room from the existing Electrical Room
5. Installation of (2) 60 HP 460V indoor Danfoss VFDs and (2) 25 HP 460V indoor Danfoss VFDs in the new MCC sections in the Pump Control Room
6. Installation of Village provided SmartBBNR Lite module including (2) DO probes, (1) ORP probe, (3) Probe mounts, (1) transmitter, and (1) Control panel which includes: (1) 7" Siemens HMI touch screen (1) Allen Bradley CompactLogix PLC
7. Install (2) spare conduits for future lighting and level sensor at the oxidation ditch
8. Boring and/or concrete replacement between stairs and oxidation ditch and sidewalk between building and oxidation ditch
9. Site restoration

Add on unit pricing only if existing parts are found to be non-reusable. Ordering of such parts will be based on need as work progresses. The Village does have a select inventory of bearings and couplers on hand.

1. Bearing replacement for 4 7/16" bearing
2. Bearing replacement for 3 15/16" bearing
3. Bearing replacement for 3 7/16" bearing
4. Drive End Shaft Coupler
5. Idle End Shaft Coupler
6. 6" Solid Aerator Shaft

9. INSPECTION OF SITE

By submitting a bid for the project, the contractor certifies that he/she has inspected the work site and is familiar with all existing conditions. **There will be an on-site MANDATORY pre-bid conference and walk-through on March 3rd, at 1:30 p.m. local time, for the purpose of bidding contractors and sub-contractors to examine the Project.**

10. PROJECT COMMENCEMENT AND COMPLETION TIME

Contractor shall develop a plan of action and a time-line for completion of the work, based on the Village's requirements set forth herein. Work shall start on the project in accordance with the final schedule subsequently agreed to upon contract award. All work shall be completed on the project by October 1, 2020.

11. GENERAL REQUIREMENTS

All work shall be performed in accordance with the ordinances of the Village and in a safe manner in compliance with the requirements of the Wisconsin Department of Workforce Development, OSHA, Wisconsin Department of Safety and Professional Services and/or Marathon County Health Department.

12. INSURANCE

The contractor shall maintain, during the life of this contract and for one (1) year following the project's completion, such public liability, property damage, and contractor's protective liability and property damage insurance as shall protect him and any subcontractors performing work covered by this contract. The required insurance shall be for claims for property damage which may arise from operations under this contract, whether such operations are by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either. The amount of such insurance shall be as follows:

COVERAGE	LIMIT AMOUNT
Worker's Compensation	Statutory
Liability	\$200,000 S.L.
Premises and Operations	
Contractual (eliminate XCU exclusion)	
Owners and Contractors Protective	
Products/Completed Operations	
Automobile	
Property Damage	\$200,000 S.L.

Before work on any contract or subcontract can be started, each contractor and subcontractor shall submit to the Village Administrator/Clerk/Treasurer a Certificate of Insurance showing the above coverage and limits. Such certificate must contain a clause that before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies prior to 10 days' notice of such cancellation or reduction has been mailed to:

Village Administrator
Village of Spencer
PO Box 360
Spencer, WI 54479

The contractor agrees to indemnify the Village from all claims or damages arising from its work in connection with this contract.

13. METHOD OF PAYMENT

Payment for installation of the SmartBNR Lite System at the contract lump sum shall be considered compensation in full for all costs of work required including installation, permits, disposal of materials, furnishing and placing backfill material, and for furnishing all labor, tools, equipment, materials and incidentals necessary to complete the work.

14. INDEMNITY AND HOLD HARMLESS

By submitting a bid, contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Village, its employees, officers, officials, and agents from and against all claims, suits, liens, damages, losses, and expenses for injury, loss or damage including but not limited to attorney's fees and defense costs, except to the extent of the Village's negligence, arising out of or related to this agreement, from the performance of any and all work or services under this agreement, and/or any failure or claimed failure of the contractor to comply with all provisions set forth in this agreement or the contract documents. Contractor agrees that this indemnity obligation is in addition to any other indemnity obligations set forth within the contract documents and that it will secure insurance as required to ensure the provisions of this agreement.

Appendix A

VILLAGE OF SPENCER, WISCONSIN

INSTALLATION OF SMARTBNR LITE SYSTEM

BID SUMMARY

This document is part of the solicitation documents; failure to return it with the other required proposal documents shall render the bid unresponsive.

A. Lump Sum Bid

All work as specified for the SmartBNR Lite System Project.

Our total lump sum bid for the work of this project is \$_____.

Add on Units (if needed)-

Cost of bearing replacement for 4 7/16" bearing \$_____

Cost of bearing replacement for 3 15/16" bearing \$_____

Cost of bearing replacement for 3 7/16" bearing \$_____

Cost of drive end shaft coupler \$_____

Cost of idle end shaft coupler \$_____

Cost of 6" solid aerator shaft \$_____

Addendum(s) Acknowledged #_____ Dated: _____

#_____ Dated: _____

#_____ Dated: _____

#_____ Dated: _____

After having read the terms, conditions and specifications of this bid, I/we (Name of Firm) _____
_____ guarantee performance to the Village of Spencer no later than August 1st, 2020.

SIGNING OF BID

Company Name: _____

Address: _____

Phone: _____

Email: _____

Website: _____

Witness Signature:

Date: _____

Witness Signature:

Date: _____

VILLAGE OF SPENCER, WISCONSIN

INSTALLATION OF SMARTBOARD SYSTEM

CERTIFICATE OF ELIGIBILITY

This document is part of the solicitation documents; failure to return it with the other required proposal documents shall render the bid unresponsive.

The _____,
hereby certifies that it is not included on the United States Comptroller General's "List of
persons or firms currently debarred from violations of various public contracts incorporating
labor standard provisions."

Name of Individual, Partner or Corporation

Phone #

Address

Authorized Signature

Title

Date

VILLAGE OF SPENCER, WISCONSIN

INSTALLATION OF SMARTBOARD SYSTEM

NON-COLLUSION BIDDING CERTIFICATION

This document is part of the solicitation documents; failure to return it with the other required proposal documents shall render the bid unresponsive.

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and behalf:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder or with any other competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
 3. No attempt has been made or shall be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Individual, Partner or Corporation

Phone #

Address

Authorized Signature

Title

Date

Appendix B

PERFORMANCE AND PAYMENT BOND

Wis. Stat. § 779.14

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

A _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Village of Spencer, a municipal corporation of the State of Wisconsin, 105 South Park Street, Spencer, Wisconsin 54479, hereinafter called Village, in the penal sum of

_____ Dollars,
\$(_____) in lawful money of the United States of America, to be paid to or on behalf of said Village for the payment of which sum, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Village, dated _____ day of _____, 2020, a copy of which is hereto attached and made part hereof for the installation of SmartBNR Lite system

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms and conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Village with or without notice to the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such contract, and if the Principal shall promptly make payment to all persons, firms,

subcontractors and corporations, supplying the principal with labor and materials in the prosecution of the work provided for in the contract, and shall fully indemnify and save harmless the Village from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Village all outlay and expense which the Village may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and said surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Village and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, one of which shall be deemed an original, (number)

This the _____ day of _____, 2020.

PRINCIPAL (Contractor):

(Business Name)

(Authorized Signature)
Print Name:

(Authorized Signature)
Print Name:

(Address, City, State, Zip)

SURETY:

(Company Name)

(Signature) (Attorney in Fact)

(Print Name)

(Address, City, State, Zip)

(Telephone Number)

(FAX Number)

NOTE: Attach Power of Attorney.

NOTE: The bond must be dated the same as or later than the date of the Agreement. If Contractor is a Partnership, all partners must execute the bond.

NOTE: Surety Company must be authorized to transact business in Wisconsin.

NOTE: Approval and execution of the Agreement by the Village Administrator/Clerk/Treasurer shall constitute approval of this Performance Bond for the purposes of S.779.14, Wis. Statutes.

AGREEMENT

This agreement (the "Agreement") is entered into by and between the Village of Spencer, Wisconsin (the "Village"), P.O. Box 360, 105 South Park Street, Spencer, WI 54479, and _____ (the "Contractor"), with an address of _____ doing business as (Check One):

☐ An Individual

☐ A Partnership

☐ A Corporation

in the State of Wisconsin.

The Village and the Contractor agree as follows:

1. Scope of Project. The Contractor shall complete all work for installation of SmartBNR Lite system in accordance with the terms of the Bid Specifications attached hereto and incorporated into this Agreement by reference.

2. Contract Time. The Contractor agrees to complete the work no later than August 1, 2020.

3. Contract Price. In consideration of the satisfactory completion of the work in accordance with the contract documents, the Village shall pay the Contractor a contract price in the amount of \$_____. Any deviations from the Contract Price may only be made through a written change order ("Change Order") that is signed by the Village.

4. Entire Agreement. This agreement, including the Bid Specifications attached hereto, constitutes the entire agreement between the Village and the Contractor.

5. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. Amendment. This Agreement may not be amended, changed, modified or altered without in each instance the prior written consent of the Village.

7. Governing Law. This Agreement is prepared and entered into with the intention that the laws of the state of Wisconsin shall govern its construction.

8. Notice. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested, to the parties at the addresses set forth above, and either party may by like notice at any time and from time to time

designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

9. Waiver. No waiver of any default by the Village shall be implied from any omission by the Village to take any action on account of such default if such default persists or is repeated. No express waiver shall effect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by the Village shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

10. Binding Effect. Each provision hereof shall extend to and shall, as the case might require, bind and inure to the benefit of the Village and the Contractor and their respective successors and assigns.

11. This Agreement may not be assigned by the Contractor except upon written consent by the Village.

Dated: _____

Village of Spencer

By: _____

Paul Hensch
Village Administrator/Clerk/Treasurer

Dated: _____

Contractor

By: _____

Contractor Authorized Signature

Name and Title Printed

CORPORATE CERTIFICATE

I certify that _____, who signed the Agreement form on behalf of the
Name of individual who signed Agreement

Contractor was then _____ of said corporation and that the contract was duly
signed for and on behalf of said corporation by authority of its governing body.

Signature

Name Printed

Title

IMPORTANT NOTE: The Agreement and the Corporate Certificate must be signed by different officers of the Corporation. The same officer must not sign both