

RUSH

Contract Routing Form

ROUTING: Urgent Rush

printed on: 05/22/2018

Contract between: Century Fence Company
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: 2018 West Parks Division Fencing and Backstops

Contract No.: 8174
Enactment No.: RES-18-00343
Dollar Amount: 44,556.00

File No.: 51221
Enactment Date: 05/07/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-22-18	5-22-18
Director of Civil Rights	5.23.18	5.23.18 ^{FNJ}
Risk Manager	5/23/18	5.23.18 <u>MCE</u>
Finance Director	5.23.18	5-23-18 <u>RW</u>
City Attorney	SQS 5-23-18	5.24.18
Mayor	05.24.18	05.25.18

Please return signed Contracts to the City Clerk's Office
Room 103, City-County Building for filing.

Original + 2 Copies

05/22/2018 15:24:30 enjls - Kate Kane 261-9671

RUSH

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: 44,556.⁰⁰
AA Plan: Approved
Amendment / Addendum # _____
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 51221 **Version:** 1 **Name:** Awarding Public Works Contract No. 8174, 2018 West Parks Division Fencing and Backstops.

Type: Resolution **Status:** Passed

File created: 4/12/2018 **In control:** BOARD OF PUBLIC WORKS

On agenda: 5/1/2018 **Final action:** 5/1/2018

Enactment date: 5/7/2018 **Enactment #:** RES-18-00343

Title: Awarding Public Works Contract No. 8174, 2018 West Parks Division Fencing and Backstops.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8174.pdf

Date	Ver.	Action By	Action	Result
5/1/2018	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
4/18/2018	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
4/12/2018	1	Engineering Division	Refer	

The proposed resolution authorizes the award of Public Works Contract No. 8174, 2018 West Parks Division Fencing and Backstops. The total estimated cost of the project is \$44.556. The Parks Division 2018 Capital Budget includes \$1,821,000 for the Park Land Improvements project (Munis 17421) funded by GO Borrowing (\$1,082,000), Impact Fees (\$719,000), and Donations (\$20,000). Funding is available in this project for the contract.

Awarding Public Works Contract No. 8174, 2018 West Parks Division Fencing and Backstops. BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 8174) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8174
2018 WEST PARKS DIVISION FENCING AND BACKSTOPS

CENTURY FENCE COMPANY

\$44,556.00

Acct. No. 17304-51-200: 54250 (98815)	\$23,870.00
Contingency 8%±	<u>1,910.00</u>
Sub-Total	\$25,780.00

Acct. No. 17309-51-200: 54250 (98815)	\$12,986.00
Contingency 8%±	<u>1,044.00</u>
Sub-Total	\$14,030.00

Acct. No. 17310-51-200: 54250 (98815)	\$7,700.00
Contingency 8%±	<u>620.00</u>
Sub-Total	\$8,320.00

GRAND TOTAL	<u>\$48,130.00</u>
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Jurisdiction: Wisconsin

Demographics

Company Name: Great American Insurance Company
Short Name:
SBS Company Number: 54220033
NAIC CoCode: 16691
FEIN: 31-0501234
Domicile Type: Foreign
State of Domicile: Ohio
Country of Domicile: United States
NAIC Group Number: 84 - American Financial Grp
Organization Type: Stock
Date of Incorporation: 10/28/1942
Merger Flag: No

Address

Business Address

Not Available
 Not Available, UN 99999
 United States

Mailing Address

301 E Fourth St
 Cincinnati, OH 45202
 United States

Statutory Home Office Address

301 E Fourth St
 Cincinnati, OH 45202
 United States

Main Administrative Office Address

301 E Fourth St
 Cincinnati, OH 45202
 United States

Phone, E-mail, Website

Phone

Type	Number
Mailing Primary Phone	(513) 369-5000
Mailing Fax Phone	(513) 369-3873
Mailing Toll Free Phone	(800) 972-3008
Statutory Home Office Primary Phone	(513) 369-5000
Statutory Home Office Fax Phone	(513) 369-3873
Statutory Home Office Toll Free Phone	(800) 972-3008
Main Admin Office Primary Phone	(513) 369-5000
Main Admin Office Fax Phone	(513) 369-3873
Main Admin Office Toll Free Phone	(800) 972-3008

Email

No results found.

Website

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Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 01/10/1947
Effective Date: 01/10/1947
Legacy State ID: 112099
Issue Date: 01/10/1947
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

look

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
TODD LOOKER	6497947	6497947	Intermediary (Agent) Individual	Casualty	08/16/2013	03/16/2018	03/15/2019
TODD LOOKER	6497947	6497947	Intermediary (Agent) Individual	Property	08/16/2013	03/16/2018	03/15/2019

First Previous 1 Next Last

Line Of Business

Filter

Line of Business	Citation Type	Effective Date
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[First](#)
[Previous](#)
1
[2](#)
[Next](#)
[Last](#)

Contact

Filter

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI 53703 United States

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Company Merger

No results found.

Name Change History

No results found.

\$44,556.00
FILE

BID OF CENTURY FENCE COMPANY

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2018 WEST PARKS DIVISION FENCING AND BACKSTOPS

CONTRACT NO. 8174

MUNIS NO. 17304-51-200; 17309-51-200; 17310-51-200

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 1, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**2018 WEST PARKS DIVISION FENCING AND BACKSTOPS
CONTRACT NO. 8174**

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This Proposal, and Agreement have
been prepared by:

**CITY ENGINEERING DIVISION
CITY OF MADISON
MADISON, DANE COUNTY, WISCONSIN**


Eric Knepp, Parks Superintendent

EK: KK

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	2018 WEST PARKS DIVISION FENCING AND BACKSTOPS
CONTRACT NO.:	8174
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	4/5/2018
BID SUBMISSION (2:00 P.M.)	4/12/2018
BID OPEN (2:30 P.M.)	4/12/2018
PUBLISHED IN WSJ	3/22/2018, 3/29/2018 & 4/5/2018

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

The Contractor shall review these Specifications prior to preparation of proposals for the work to be done under this contract, with specific attention to Article 102, "BIDDING REQUIREMENTS AND CONDITIONS" and Article 103, "AWARD AND EXECUTION OF THE CONTRACT." For the convenience of the bidder, below are highlights of three subsections of the specifications.

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

In accordance with Wisconsin State Statutes 66.0901 (2) and (3), all bidders must submit to the Board of Public Works proof of responsibility on forms furnished by the City. The City requires that all bidders be qualified on a biennial basis.

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a). of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

No bid will be accepted that does not contain an adequate or reasonable price for each and every item named in the Schedule of Unit Prices.

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid must be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

Bidders for this Contract(s) must be Pre-Qualified for at least one of the following type(s) of construction denoted by an

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 246 Ecological Restoration
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer

- 265 Retaining Walls, Precast Modular Units
- 270 Retaining Walls, Reinforced Concrete
- 275 Sanitary, Storm Sewer and Water Main Construction
- 276 Sawcutting
- 280 Sewer Lateral Drain Cleaning/Internal TV Insp.
- 285 Sewer Lining
- 290 Sewer Pipe Bursting
- 295 Soil Borings
- 300 Soil Nailing
- 305 Storm & Sanitary Sewer Laterals & Water Svc.
- 310 Street Construction
- 315 Street Lighting
- 318 Tennis Court Resurfacing
- 320 Traffic Signals
- 325 Traffic Signing & Marking
- 332 Tree pruning/removal
- 333 Tree, pesticide treatment of
- 335 Trucking
- 340 Utility Transmission Lines including Natural Gas, Electrical & Communications
- 399 Other _____

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- 401 Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
- 402 Building Automation Systems
- 403 Concrete
- 404 Doors and Windows
- 405 Electrical - Power, Lighting & Communications
- 410 Elevator - Lifts
- 412 Fire Suppression
- 413 Furnishings - Furniture and Window Treatments
- 415 General Building Construction, Equal or Less than \$250,000
- 420 General Building Construction, \$250,000 to \$1,500,000
- 425 General Building Construction, Over \$1,500,000
- 428 Glass and/or Glazing
- 429 Hazardous Material Removal
- 430 Heating, Ventilating and Air Conditioning (HVAC)
- 433 Insulation - Thermal
- 435 Masonry/Tuck pointing

- 437 Metals
- 440 Painting and Wallcovering
- 445 Plumbing
- 450 Pump Repair
- 455 Pump Systems
- 460 Roofing and Moisture Protection
- 464 Tower Crane Operator
- 461 Solar Photovoltaic/Hot Water Systems
- 465 Soil/Groundwater Remediation
- 466 Warning Sirens
- 470 Water Supply Elevated Tanks
- 475 Water Supply Wells
- 480 Wood, Plastics & Composites - Structural & Architectural
- 499 Other _____

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
- 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

Please refer to the
Bid Express Website
at <https://bidexpress.com>
look up contract number
and go to
Section B: Proposal Page

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

Click on the "Register for Free" button and follow the instructions to register your company and yourself. You will be asked for a payment subscription preference, since you may wish to bid online someday. Simply choose the method to pay on a 'per bid' basis. This requires no payment until / unless you actually bid online. You can also choose the monthly subscription plan at this time. You will, however, be asked to provide payment information. Remember, you can change your preference at anytime. You will then be able to complete your free registration and have full access to the site. Your free access does not require completion of the 'Digital ID' process, so you will have instant access for viewing and downloading. To be prepared in case you ever do wish to bid online, you may wish to establish your digital ID also, since you cannot bid without a Digital ID.

If you have any problems with the free registration process, you can call the bidexpress help team, toll free at 1-888-352-2439 (option 1, option1).

SECTION C: SMALL BUSINESS ENTERPRISE

**Instructions to Bidders
City of Madison
SBE Program Information**

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

2018 WEST PARKS DIVISION FENCING AND BACKSTOPS CONTRACT NO. 8174

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104: SCOPE OF WORK

This project consists of removal of existing and/or installation of new chain link fencing of various heights at four (4) City of Madison Parks locations including Bordner Park, Garner Park, Rennebohm Park and Wingra Park.

The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. The Contractor shall work with the existing utilities to resolve conflicts during the construction process.

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

SECTION 105.1: AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

As the majority of the work involves removal and replacement of existing fencing and/or backstops, survey work will generally not be required to identify new installation locations. Any questions regarding property boundary lines or existing survey information should be directed to City of Madison Parks Surveyor Dan Rodman at (608) 658-3087.

SECTION 105.12: COOPERATION BY CONTRACTOR

Several utilities exist on the various sites. The Contractor shall perform a One Call through Digger's Hotline for the site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608) 658-3087/ fax (608)267-1162).

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The Contractor shall attend a pre-construction meeting prior to the start of construction.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall take care when accessing the sites not to damage the existing utilities, concrete curb, sidewalk, sport court surface or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall complete the fencing and backstop improvements in the following order:

1. Rennebohm Park – 115 N Eau Claire Avenue; REMOVAL MUST BE COMPLETED BY JUNE 8, 2018.
2. Garner Park – 333 S. Rosa Road; MUST BE COMPLETED BY JUNE 22, 2018
3. Bordner Park – 5610 Elder Place (backstop and tennis courts)
4. Wingra Park – 824 Knickerbocker Street

Prior to beginning construction, the Contractor shall submit to the City a detailed schedule showing the sequence and anticipated dates including time of completion of all construction activities.

SECTION 109.2: PROSECUTION OF THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Engineer in writing.

SECTION 109.7: TIME OF COMPLETION

The Contractor shall begin work on the 2018 Parks Division Fencing and Backstops contract on or before June 4, 2018 and shall be completed by July 31, 2018.

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page, and will not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer.

SECTION 110.2: PARTIAL PAYMENTS

The City reserves the right to pay the Contractor with checks that are made payable to the Contractor and one or more subcontractors. In addition, pursuant to the requirements of Wis. Stat. Sec. 779.15, the City may also directly pay a subcontractor to satisfy a valid public improvement lien.

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

BID ITEM 10911 - MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to each site. Parking of equipment, storage of materials, and staging shall be allowed within project area as necessary. **THE CONTRACTOR MAY NOT DRIVE OR STORE EQUIPMENT ON ANY PORTION OF THE PARK OUTSIDE THE PROJECT AREA UNLESS INDICATED OTHERWISE ON PLANS OR DIRECTED IN THE FIELD.**

The Contractor is responsible for restoration of any damage to the site due to construction access.

METHOD OF MEASUREMENT

Mobilization shall be paid for mobilization related to each project site.

BASIS OF PAYMENT

Mobilization shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 20326 – REMOVE FENCE

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to remove and dispose of the existing backstop including chain link fence fabric, posts and footings, line rails and fasteners at Bordner Park as well as maze wrap-around corners at Bordner Park tennis courts. The backstop included as part of this bid item is 10' x 20' x 10' (10' height) with unknown footings. Maze wrap-around corners at Borner Park tennis court (total of 4) included as part of this bid item are 10' height with concrete footings. Contractor shall fully remove the footings at each of the park sites under this bid item. Removal of the footings and site restoration, including filling holes after removal of concrete footings, seeding and matting of the disturbance area, is incidental to this bid item.

METHOD OF MEASUREMENT

Remove Fence shall be per liner foot of fence.

BASIS OF PAYMENT

Remove Fence shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90000 – REMOVE EXISTING BACKSTOP CHAIN LINK FENCE FABRIC

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to remove and dispose of the existing chain link fence fabric and fasteners at Wingra Park. Corner posts and footings are to be retained under this bid item. The backstop included as part of this bid item is 10'x10'x10' (10' height) and will receive new fabric paid separately under Bid Item 90004. Site restoration, including seeding and matting, of any disturbance areas is incidental to this bid item.

METHOD OF MEASUREMENT

Remove Existing Backstop Chain Link Fence Fabric shall be per each removed and disposed.

BASIS OF PAYMENT

Remove Existing Backstop Chain Link Fence Fabric shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90001 – REMOVE EXISTING CHAIN LINK FENCE AND POSTS – BORDNER PARK

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to remove and dispose of the existing chain link fence fabric, fasteners, approximately 5-7 line posts and 5-10 mid-rails at Bordner Park. Site restoration, including seeding and matting of any disturbance areas, is incidental to this bid item.

METHOD OF MEASUREMENT

Remove / Dispose of Existing Chain Link Fence and Posts – Bordner Park shall be per lump sum.

BASIS OF PAYMENT

Remove / Dispose of Existing Chain Link Fence and Posts – Bordner Park shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90002 – REMOVE EXISTING BACKSTOP AND STORE FOR REINSTALLATION – RENNEBOHM PARK

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to carefully remove the existing posts and midrails at Rennebohm Park and store the materials for reinstallation at a new location to be identified in the park by the Engineer following completion of the park's asphalt path realignment. The chain link fabric from the existing 10'x10'x10' (10' ht) backstop will be removed and replaced with new aluminized chain link fabric, fasteners and wood base per Detail 2, Sheet 2.0. **CONTRACTOR TO NOTE: welded brackets for mounting wood base to backstop frame will be installed by Parks staff prior to work beginning on the contract.** Site restoration of both sites, including filling holes from footing removal, seeding and matting of any disturbance areas, is incidental to this bid item.

METHOD OF MEASUREMENT

Remove Existing Backstop and Store for Reinstallation – Rennebohm Park shall be per lump sum.

BASIS OF PAYMENT

Remove Existing Backstop and Store for Reinstallation – Rennebohm Park shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90003 – FURNISH AND INSTALL 10'X20'X10' (12' HEIGHT) CANOPY BACKSTOP

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to furnish and install a new 10'X20'X10' (12' height) canopy backstop at Bordner Park per Detail 2.0.3 and as shown on the plans. Site restoration, including seeding and matting of any disturbance areas, is incidental to this bid item.

METHOD OF MEASUREMENT

Furnish and Install 10'x20'x10' (12' Height) Canopy Backstop shall be per each backstop furnished and installed.

BASIS OF PAYMENT

Furnish and Install 10'x20'x10' (12' Height) Canopy Backstop shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90004 – FURNISH AND INSTALL 10'X10'X10' (10' HEIGHT) CHAIN LINK FABRIC, FASTENERS AND WOOD BASE

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to furnish and install a new chain link fabric, fasteners and wood base on the 10'X10'X10' (10' height) backstop at Wingra Park per Detail 1, Sheet 2.0 and as shown on the plans. **CONTRACTOR TO NOTE: welded brackets for mounting wood base to backstop frame will be installed by Parks staff prior to work beginning on the contract.** Site restoration, including seeding and matting of any disturbance areas, is incidental to this bid item.

METHOD OF MEASUREMENT

Furnish and Install 10'x10'x10' (10' Height) Chain Link Fabric, Fasteners and Wood Base shall be per each backstop furnished and installed.

BASIS OF PAYMENT

Furnish and Install 10'x10'x10' (10' Height) Chain Link Fabric, Fasteners and Wood Base shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90005 – FURNISH AND INSTALL 4' HEIGHT CHAIN LINK FENCE – GARNER PARK

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to furnish and install new 4' height chain link fence at the Garner Park pickleball courts per Detail 2.1.1 and as shown on the plans. The Contractor is to install new posts, framework, fabric and fasteners on existing pickleball courts. Contractor shall utilize an air drill to cut holes into existing court surface for new posts; care shall be taken to cut hole to match the size of line posts (2 1/2" O.D.). Site restoration, including seeding and matting of any disturbance areas, is incidental to this bid item.

METHOD OF MEASUREMENT

Furnish and Install 4' Height Chain Link Fence – Garner Park shall be per linear foot furnished and installed.

BASIS OF PAYMENT

Furnish and Install 4' Height Chain Link Fence – Garner Park shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90006 – PAINT ALL CORNER, MID-RAILS AND LINE POSTS – BORDNER PARK

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to prepare all surfaces including but not limited to scraping and sanding of existing rust areas and cleaning surfaces prior to painting all existing corner, mid-rails and line posts at Bordner Park tennis courts. Contractor shall use Rust-Oleum® Stops Rust® Rust Reformer paint product or Approved Equal as shown on the plans.

METHOD OF MEASUREMENT

Paint All Corner, Mid-Rails and Line Posts – Bordner Park shall be per lump sum.

BASIS OF PAYMENT

Paint All Corner, Mid-Rails and Line Posts – Bordner Park shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90007 – FURNISH AND INSTALL 12' HEIGHT CHAIN LINK FENCE – BORDNER PARK

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to furnish and install new 12' height chain link fence including 2", hot-dipped galvanized 9-gauge mesh fabric, fasteners, mid-rails and line posts (approximately 5-10 of each; or quantity removed under Bid Item 90004), at Bordner Park tennis courts per Detail 2.1.1 and as shown on the plans. Site restoration, including seeding and matting of any disturbance areas, is incidental to this bid item.

METHOD OF MEASUREMENT

Furnish and Install 12' Height Chain Link Fence – Bordner Park shall be per linear foot.

BASIS OF PAYMENT

Furnish and install 12' Height Chain Link Fence – Bordner Park shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

END OF SPECIAL PROVISIONS

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE

CONTRACT NO. 8174

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

- 1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. ___ through ___ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Century Fence Company (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of ___; an individual trading as ___; of the City of ___ State of ___; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE [Handwritten Signature]

John Connell, President
TITLE, IF ANY

Sworn and subscribed to before me this 10th day of April, 20 18.

[Handwritten Signature]
(Notary Public or other officer authorized to administer oaths) Molly Llanas
My Commission Expires February 20, 2022.

Bidders shall not add any conditions or qualifying statements to this Proposal.



**CENTURY FENCE COMPANY
PEWAUKEE, WISCONSIN**


**ACTION TAKEN BY UNANIMOUS CONSENT OF
BOARD OF DIRECTORS**

December 14, 2017

RESOLVED, That the following officers/employees of CENTURY FENCE COMPANY are authorized and empowered for and on behalf of this Corporation to execute any and all tenders, proposals, order acceptances, contracts, bonds, and other documents relating to the sale of products or services of this Corporation.


A.W. Bryant – Chairman of the Board / Treasurer / Secretary
John E. Connell – President
Timothy J. McChesney – Vice President of Operations
Michael A. Grzybowski – Vice President
Matthew Powell – Assistant Secretary
David Carter – Chief Financial Officer
Ian R. Jorgensen – Forest Lake Branch Manager

I, John E. Connell, President of Century Fence Company, a Wisconsin Corporation, do hereby certify that the foregoing is a true and correct copy of a unanimous consent resolution that was adopted by the Board of Directors of said Corporation on December 14, 2017, and that said resolution is now in full force and effect.



John E. Connell
President

Subscribed and Sworn before me
this 14th day of December, 2017.



My Commission expires 4/14/2021

1300 HICKORY ST.
P.O. BOX 727
PEWAUKEE, WISCONSIN 53072-0727
TEL (262) 547-3331
(800) 558-0507
FAX (262) 691-3463
(262) 691-3487
www.centuryfence.com

SECTION F: BEST VALUE CONTRACTING

ERROR! REFERENCE SOURCE NOT FOUND.
CONTRACT NO. ERROR! REFERENCE SOURCE NOT FOUND.

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.

Fence Installer

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

- The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

BID

From
Century Fence Company

CENTURY FENCE COMPANY



SINCE 1917 THE MARK OF PERMANENCE

www.CenturyFence.com

Please deliver the following pages(s) to:

Name:
Firm: City of Madison
Phone:
Fax:

Project: #8174 Parks Division Fencing and Backstops

Due Date: 4-12-18 2pm

Location: Dane County WI.

Section #:

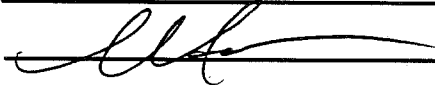
Comments:

	Totals
Bid Item #10911 4ea. @ 300.00	1,200.00
Bid Item #20326 96lf. @ 40.00	3,840.00
Bid Item #90000 1ea. @1,330.00	1,330.00
Bid Item #90001 1LS.	3,000.00
Bid Item #90002 1LS. @2,000.00	2,000.00
Bid Item #90003 1ea.	5,400.00
Bid Item #90004 1ea.	4,000.00
Bid Item #90005 196lf. @36.00	7,056.00
Bid Item #90006 11S. @	5,000.00
Bid Item #90007 391lf. @ 30.00	11,730.00

Total Bid.....\$44,556.00 ✓
AMB

Exclusions:

Addendas Noted:


 Sales/Estimator
 Century Fence Company (800) 558-0507
 Mike Crapp (262)993-5515

1300 Hickory Street
 Pewaukee, WI. 53072-0727
 262-547-3331 P.O.Box 727
 Toll Free (800) 558-0507
 Fax 262-691-3463



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Gregory T. Fries, P.E.
Kathleen M. Cryan
Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Century Fence Company

(a corporation of the State of Wisconsin
(individual), (partnership), (hereinafter referred to as the "Principal") and
Great American Insurance Company

a corporation of the State of Ohio (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of January 1, 2018 through January 1, 2020.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 20850

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ROBERT E. FLATH	ALL OF	ALL
TODD LOOKER	MILWAUKEE, WISCONSIN	\$100,000,000
GARY BURTON		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of JANUARY, 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



Matthew C. B...
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 26TH day of JANUARY, 2017

DAVID C. KITCHIN (877-377-2405)

before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety; any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of February, 2018.



Matthew C. B...
Assistant Secretary

Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)	JANUARY 1, 2018 THROUGH JANUARY 1, 2020
NAME OF SURETY	GREAT AMERICAN INSURANCE COMPANY
NAME OF CONTRACTOR	CENTURY FENCE COMPANY
CERTIFICATE HOLDER	City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.



Signature of Authorized Contractor Representative

2/07/18

Date

SECTION H: AGREEMENT

THIS AGREEMENT made this 10 day of MAY in the year Two Thousand and Eighteen between CENTURY FENCE COMPANY hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MAY 1, 2018, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

2018 WEST PARKS DIVISION FENCING AND BACKSTOPS CONTRACT NO. 8174

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of FORTY-FOUR THOUSAND FIVE HUNDRED FIFTY-SIX AND NO/100 (\$44,556.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualification and application procedures

and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement
Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or worker's representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article V

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works contractors in a form approved by the Affirmative Action Division Manager.

Article VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City Affirmative Action Division with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

Article VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Section 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this Contract in whole or in part.

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

5. Substance Abuse Prevention Program Required. Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503.
6. **Contractor Hiring Practices.**

Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

c. Exemptions: This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

**2018 WEST PARKS DIVISION FENCING AND BACKSTOPS
CONTRACT NO. 8174**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

CENTURY FENCE COMPANY

<u>[Signature]</u> Witness	<u>5-16-18</u> Date	<u>[Signature]</u> President	<u>5/17/18</u> Date
<u>[Signature]</u> Witness	<u>5/16/18</u> Date	<u>[Signature]</u> Secretary	<u>5-16-18</u> Date

CITY OF MADISON, WISCONSIN

Provisions have been made to pay the liability that will accrue under this contract.

Approved as to form:

<u>[Signature]</u> Finance Director	<u>[Signature]</u> City Attorney
Signed this <u>25th</u> day of <u>May</u> , 20 <u>18</u>	
<u>[Signature]</u> Witness	<u>[Signature]</u> Mayor
<u>[Signature]</u> Witness	<u>[Signature]</u> City Clerk
	<u>5-22-18</u> Date

Surety Bond No. CA1540454

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we CENTURY FENCE COMPANY as principal, and Great American Insurance Company Company of 301 E. 4th Street, Cincinnati, OH 45202 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FORTY-FOUR THOUSAND FIVE HUNDRED FIFTY-SIX AND NO/100 (\$44,556.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

2018 WEST PARKS DIVISION FENCING AND BACKSTOPS
CONTRACT NO. 8174

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 10th day of May, 2018

Countersigned:

SIGN
HERE

[Signature]
Witness
[Signature]
Secretary
Approved as to form:

CENTURY FENCE COMPANY
Company Name (Principal)
[Signature] 5/17/18
President Seal

[Signature]
City Attorney

Great American Insurance Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact Todd Looker

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6497947 for the year 20 18-19, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 10, 2018
Date

[Signature]
Agent Signature

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 20850

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ROBERT E. FLATH	ALL OF	ALL
TODD LOOKER	MILWAUKEE, WISCONSIN	\$100,000,000
GARY BURTON		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of JANUARY, 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 26TH day of JANUARY, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of May, 2018



My L C. B.
Assistant Secretary