

Contract Routing Form

ROUTING: Routine

printed on: 12/18/2019

Contract between: Bachmann Construction Company, Inc.  
 and Dept. or Division: Engineering Division  
 Name/Phone Number:

Project: Reindahl Park Barn Improvements

Contract No.: 8479  
 Enactment No.: RES-19-00801  
 Dollar Amount: 81,250.00

File No.: 58228  
 Enactment Date: 12/06/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	12.18.19	12-18-2019
Director of Civil Rights	12/20/19	12/20/19
Risk Manager	12/23/19	12/23/19 RCR
Finance Director	12/23/19	12/23/19 MCR
City Attorney	1429   12-26-19	12/30/19 PRC
Mayor	12.30.19	01.02.20

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

Original + 2 Copies

12/18/2019 10:33:42 enjls - Corey Stelljes 266-6518

Dis Rights: OK / N/A / Problem - Hold  
 Prev Wage: AA / Agency / No  
 Contract Value: See above  
 AA Plan: Approved  
 Amendment / Addendum # \_\_\_\_\_  
 Type: POS / Dvlp / Sbdv / Gov't /  
 Grant / EW / Goal / Loan / Agrmt

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**File #:** 58228    **Version:** 1    **Name:** Awarding Public Works Contract No. 8479, Reindahl Park Barn Improvements.  
**Type:** Resolution    **Status:** Passed  
**File created:** 11/12/2019    **In control:** Engineering Division  
**On agenda:** 12/3/2019    **Final action:** 12/3/2019  
**Enactment date:** 12/6/2019    **Enactment #:** RES-19-00801  
**Title:** Awarding Public Works Contract No. 8479, Reindahl Park Barn Improvements.  
**Sponsors:** BOARD OF PUBLIC WORKS  
**Attachments:** 1. [Bid Report Contract 8479.pdf](#)

[History \(3\)](#)   
 [Text](#)

3 records			Group	Export			
Date	Ver.	Action By	Action	Result	Action Details	Watch	
12/3/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass	<a href="#">Action details</a>	Not available	
11/20/2019	1	BOARD OF PUBLIC WORKS			Not available	Not available	
11/12/2019	1	Engineering Division	Refer		<a href="#">Action details</a>	Not available	

502

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8479  
REINDAHL PARK BARN IMPROVEMENTS

BACHMANN CONSTRUCTION COMPANY, INC.

\$81,250.00

Acct. No. 17390-51-200:54210 (90961)  
Contingency 15%±

\$81,250.00  
12,000.10

GRAND TOTAL

\$93,250.00

Jurisdiction: Wisconsin

Demographics

**Company Name:** Old Republic Surety Company  
**SBS Company Number:** 54220076  
**Domicile Type:** Domestic  
**NAIC Group Number:** 150 - OLD REPUBLIC GRP  
**Merger Flag:** No  
**NAIC CoCode:** 40444  
**State of Domicile:** Wisconsin  
**Organization Type:** Stock  
**Short Name:**  
**FEIN:** 39-1395491  
**Country of Domicile:** United States  
**Date of Incorporation:** 12/28/1981

Address

**Business Address:** 445 S MOORLAND RD STE 200, BROOKFIELD, WI 53005, United States  
**Mailing Address:** PO BOX 1635, MILWAUKEE, WI 53201-1635, United States  
**Statutory Home Office Address:** 445 S MOORLAND RD STE 200, BROOKFIELD, WI 53005, United States  
**Main Administrative Office Address:** 445 S MOORLAND RD STE 200, BROOKFIELD, WI 53005, United States

Phone, Email, Website

**Phone:**  

Type	Number
Business Primary Phone	(262) 797-2640
Fax Phone	(262) 797-9495
Toll Free Phone	(800) 217-1792

**Email:**  

Type	E-mail
Email	ratesformsregsdept@orsurety.com

**Website:**  
 No results found.

Company Type

**Company Type:** Property and Casualty  
**Status:** Active  
**Effective Date:** 12/28/1981  
**Issue Date:** 12/28/1981  
**Articles of Incorporation Received:** No  
**Status Reason:**  
**Legacy State ID:** 112142  
**Approval Date:**  
**Article No:**  
**Status Date:** 12/28/1981  
**Expiration Date:**  
**File Date:**  
**COA Number:**

Appointments

Show 10 entries      Showing 1 to 1 of 560 entries      eliza

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
ELIZABETH MOSCA	12305256	12305256	Intermediary (Agent) Individual	Casualty	12/30/2010	03/12/2019	03/15/2020

First Previous 1 Next Last

Line Of Business

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	12/28/1981
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	12/28/1981
Miscellaneous	Miscellaneous	12/28/1981
Surety Insurance	Surety Insurance	12/28/1981

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		ALAN PAVLIC			Other OLD REPUBLIC SURETY COMPANY 445 S MOORLAND RD STE 301 BROOKFIELD, WI United States County 53005

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Old Republic Surety Company	



\$81,250.00  
CONSTRUCTION OFFICE COPY

BID OF BACHMANN CONSTRUCTION COMPANY, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

REINDAHL PARK BARN IMPROVEMENTS

CONTRACT NO. 8479

MUNIS NO. 17390-51-200

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON DECEMBER 3, 2019

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

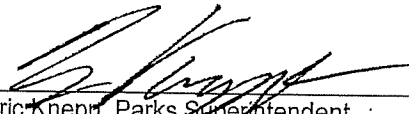
**REINDAHL PARK UTILITY STRUCTURE IMPROVEMENTS  
CONTRACT NO. 8479**

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This Proposal, and Agreement have  
been prepared by:

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

  
Eric Knepp, Parks Superintendent

RFP: EK

## 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:	REINDAHL PARK BARN IMPROVEMENTS
CONTRACT NO.:	8479
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	11/1/19
BID SUBMISSION (2:00 P.M.)	11/7/19
BID OPEN (2:30 P.M.)	11/7/19
PUBLISHED IN WSJ	10/17/19, 10/24/19 & 10/31/19

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://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](http://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 - 2019 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](http://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)l. 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](http://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 (City of Madison form) 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](http://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](http://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

### REINDAHL PARK BARN IMPROVEMENTS CONTRACT NO. 8479

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 102.11: BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 101-DEFINITIONS AND TERMS**

Relationship Between the City and Strand Associates, Inc.®

Strand Associates, Inc.® has been hired by the City to prepare drawings and specifications for this project. Additionally, Strand will assist the City by providing shop drawing review and responding to questions that may arise during construction. The City will provide resident engineering services and contract administration and is referred to as the City and/or Engineer in the Contract Documents.

Strand Associates, Inc.® will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incidental thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. Strand Associates, Inc.® will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents. Strand Associates, Inc.® will not be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or of any person or organization performing or furnishing any of the Work.

During construction, the duties and responsibilities of Strand Associates, Inc.® include the following:

1. Review Contractor product submittals.
3. Report to City when clarifications and interpretations of the Contract Documents are needed. Consider, evaluate, and report to City in regard to Contractor's requests for modification.
4. Provide site visits to observe the Work.

Strand Associates, Inc.® shall not:

1. Authorize any deviation from the Contract Documents or substitutions of materials or equipment.
2. Exceed limitations of City's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractor, Suppliers or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Accept shop drawing or sample submittals from anyone other than Contractor.
7. Authorize the City to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by City.

**SECTION 104: SCOPE OF WORK**

This project consists of structural rehabilitation of the existing barn at Reindahl Park. The work includes removal and replacement of a slab on grade concrete floor and removal and replacement of an existing elevated concrete floor.

The Contractor shall view the site 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 104.9-OLD MATERIAL**

All old material including fill, concrete, etc. that is removed and not used as part of the new work shall be disposed of off-site at the expense of Contractor.

**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 105.12: COOPERATION BY CONTRACTOR**

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 site not to damage existing asphalt paths or the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications at no additional cost to the City.

Seeding, matting, and erosion control quantities shall only be paid plan quantity without measurement thereof unless mutually agreed to by Contractor and project Engineer.

**SECTION 105.13: ORDER OF COMPLETION**

The Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of construction operations. The Contractor shall complete the projects during the timeframe listed below and in Section 109.7.

**SECTION 106.6-SUBSTITUTE MATERIALS**

Whenever in any of the Contract Documents an article or material is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, shall be implied. The specific article or material mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency.

If Contractor wishes to furnish or use a proposed substitute, he shall make written application to Strand Associates, Inc.®, for approval of such a substitute certifying, in writing, that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service.

No substitute shall be ordered or installed without the written approval of Strand Associates, Inc.®, who will be the judge of equality and may require Contractor to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as the City may require which shall be furnished at Contractor's expense.

**SECTION 107.13 TREE PROTECTION SPECIFICATIONS**

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are applicable to this project. The intent of these designs is to minimize the damage to those trees that remain following construction.

Contractor shall not grade, excavate, store materials or equipment or otherwise disturb areas within five (5) feet of any tree to remain in accordance with Article 107.2 of the Standard Specifications. Contractor shall take care at all times to conduct operations in a way that avoids damage to any trees not designated for removal. All above precautions are considered incidental to other items of the work.

All provisions of Articles 107.13(d), 107.13(f) Bark Abrasions and Limb Damage, 107.13(g) Soil Compaction, 107.13(h) Contractor/Foreperson Acknowledgement, and 107.13(i) Cost Recovery and Liquidated Damages are applicable to this contract.

**SECTION 108.2: PERMITS**

The following permits shall be obtained by the Contractor:

1. City of Madison Building Permit

Copies of these permits shall be provided by the Contractor prior to start of construction. The Contractor must keep a copy of permit on site at all times throughout construction.

This is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

**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 dates outlined above and in accordance with 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 may begin work on this site on **Jan 3, 2020**, or as soon as the contract has been fully executed. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the Engineer (contact the Engineer at [cstelljes@cityofmadison.com](mailto:cstelljes@cityofmadison.com) or 266-6518.) The date of completion shall be **December 15, 2020**. Contractor shall have **180 calendar days** to complete all work once mobilized

**BID ITEM 10911 - MOBILIZATION**

**DESCRIPTION**

Work under this item shall include all costs associated with mobilization of the Contractor to the park location. Parking of equipment, storage of materials, and staging shall be allowed within the construction fencing shown on plans. The Contractor may only enter the construction site through the construction entrance as shown on the plans. The Contractor may not drive or store equipment on any portion of the park outside the construction limits unless indicated otherwise on plans or directed in the field.

**SECTION 110.1: MEASUREMENT OF QUANTITIES**

The following 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 substantial change approved by the Engineer. "Substantial" shall mean changes over 30% of the estimated plan quantity.



20217- CLEAR STONE  
21021- SILT FENCE COMPLETE  
21092- TERRACE RESTORATION  
40102- CRUSHED AGGREGATE BASE COURSE GRADATION NO. 3  
90000- CONSTRUCTION FENCE (PLASTIC)

All other items listed on the proposal page shall be measured as outlined under "Method of Measurement" under the specific bid item and as described in these Special Provisions.

**BID ITEM 20217 – CLEAR STONE**

**DESCRIPTION**

The quantity of clear stone included in this contract is sufficient to construct one typical construction entrance as shown on plans. This item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21011 – CONSTRUCTION ENTRANCE. If the Contractor chooses to use additional clear stone it shall be at no additional cost to the City.

**METHOD OF MEASUREMENT**

Clear Stone shall be measured by the ton as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

Clear Stone 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, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

**BID ITEM 21011 – CONSTRUCTION ENTRANCE**

**DESCRIPTION**

Work under this item shall include the placement of a stone pad and paid as a construction entrance at the location shown in the plans and in accord with the City of Madison Standard Specifications and with the approval of the Engineer.

Construction entrance shall be constructed at the size and location as approved by the Engineer. The Contractor shall place stone, ramping, and/or plating to avoid damage to concrete or asphalt. If any concrete or asphalt is damaged during construction the Contractor shall remove and replace damaged sections at no additional cost to the City. The Engineer shall determine any damaged sections to be replaced.

**METHOD OF MEASUREMENT**

Construction Entrance shall be measured as each pad placed in the field as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

Construction Entrance 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, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

**BID ITEM 90000–CONSTRUCTION FENCE (PLASTIC)**

**A. Description.** Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove construction fence from the project site as shown on the plans.

**B. Materials.** Fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it shall receive on a construction site. Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and reclosing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until construction operations are complete.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1-inch minimum to 3-inch maximum.
- Minimum Height: 4 feet.
- Ultimate tensile strength: Average 3,000 pound per 4-foot width (ASTM D638).

**C. Construction Methods.** Construction fencing shall be installed to discourage access to the construction area by the general public during the course of the project. Fencing shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

**D. Method of Measurement.** Construction Fence (Plastic) shall be measured by the linear foot quantity as listed in the proposal page without measurement thereof.

**E. Basis of Payment.** Construction Fence (Plastic) 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-DEMOLITION**

**A. Description.** The work shall consist of removal work shown on the drawings or specified herein and as needed to accommodate proposed work. The work also includes temporary bracing and/or shoring required, as necessary, to maintain the structural integrity of the existing structure throughout the duration of the project.

**B. (Not used).**

**C. Construction Methods.** Prior to the start of demolition, Contractor shall submit a demolition plan, including proposed methods to temporarily brace and/or shore the existing structure to maintain the structural integrity of the existing structure during construction, to Engineer for review. No demolition, removal, or salvage work shall commence until approval to proceed has been granted by Engineer. Contractor shall perform demolition, removal, and salvage in conformity with applicable federal, state, and local safety practices and code requirements. Obtain and pay for all necessary permits, licenses and certificates required.

1. All existing structures, with all attached parts and connections, shown on the drawings or specified to be removed or that interfere with the new construction, shall be entirely removed within the limits shown or specified, unless otherwise provided.
2. When a portion of any existing structure is to be retained, Contractor shall take care during construction operations so as not to impair the value of the retained portion.
  - a. Complete all operations necessary for the removal of any existing structure which might endanger the new construction prior to the construction of the new work.
  - b. Do not use any equipment or devices which might damage structures, facilities, or property which are to be preserved and retained.
3. When existing reinforcing is exposed at the surface of removal areas, Contractor shall burn back the reinforcing bars 2 inches and patch with nonshrink grout, unless noted otherwise.

4. Where portions of the existing structure are to be left in the surface of the finished work, Contractor shall remove the structure to an existing joint, or saw and chip the structure to a true line.
5. Sufficient removal shall be made to provide for proper grades and connections in the new work.

**D. Method of Measurement.** Demolition shall be measured as a single lump sum unit.

**E. Basis of Payment.** Demolition shall be paid for according to the contract lump sum price. Price bid shall include providing temporary bracing and/or shoring, including all labor, material, equipment, and tools required, or as necessary, to maintain the structural integrity of the existing structure throughout the duration of the project.

#### **BID ITEM 90002-EXCAVATION**

**A. Description.** This special provision describes excavating for proposed work.

**B. (Not Used)**

**C. Construction Methods.** Construction methods shall be in accordance with Section 206.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2017 Edition.

**D. Method of Measurement.** The City will measure the Excavation bid item as a single lump sum unit.

**E. Basis of Payment.** Excavation bid item will be paid for at the contract unit price.

Payment for the Excavation bid item is full compensation for removing and disposing of all excavations; for preparing foundations; and for backfilling and compacting all spaces excavated and not occupied by the new structure, unless specified elsewhere.

#### **BID ITEM 90003-CONCRETE SLAB-ON-GRADE**

**A. Description.** This special provision describes constructing concrete slab-on-grade including thickened portions of the concrete slab below new building columns.

**B. Materials.**

**B.1 Submittals.** Submit the following information:

- Gradation of fine and coarse aggregate-ASTM C33.
- Specific gravity and dry rodded density of each aggregate.
- Test of deleterious substances in fine and coarse aggregate-ASTM C33.
- Design mix of each individual concrete mix to be used.
- Previous test results or trial batch results with 7- and 28-day compressive strengths for each concrete mix proposed.
- Certified mill test results for cement identifying brand, type, and chemistry of cement to be used.
- Brand, type, principal ingredient, and amount of each admixture to be used.

It is important that the above data be submitted to Engineer well in advance of anticipated concreting operations to avoid any delay in construction.

**B.2 Concrete.** All cement used shall be Portland cement and shall conform to ASTM C150 and shall be Type I or Type I/II. All cement shall be the product of one reputable manufacturer and mill.

All fly ash, if used, shall be Class C or F conforming to the requirements of ASTM C618.

All aggregates shall be washed and shall consist of natural sand, gravel, or crushed rock and shall have clean, hard, durable, uncoated grains of strong minerals. The amounts of deleterious substances present in the aggregates expressed in percentages by weight shall not exceed the following:

Deleterious Substance	Aggregate	
	Fine	Coarse
Clay Lumps and Friable Particles	3.0	3.0
Coal and Lignite	0.5	0.5
Mineral finer than No. 200 sieve	3.0	
Soft Fragments	3.0	3.0
Chert*	-	5.0
Sum of Chert and Clay Lumps		5.0

\* Material classified as chert and having a bulk specific gravity of less than 2.45. The percentage of chert shall be determined on the basis of the weight of chert in the sample retained on a 3/8-inch sieve divided by the weight of the total sample.

The combined amount of all deleterious substances in an aggregate shall not exceed 5% of the weight of the aggregate.

Sodium sulfate soundness test shall be performed on the aggregate in accordance with ASTM C88. When the aggregate is subjected to 5 cycles, the weight loss shall not exceed 12%. Samples of proposed aggregates shall be submitted to an independent laboratory for testing in advance of concrete work. All testing shall be performed in accordance with ASTM C33. Certified test results shall be submitted to Engineer confirming that aggregate complies with all stated specifications. Report shall identify source of aggregate and absorbed water.

Aggregate must be allowed to drain for at least 12 hours before being used. The ground upon which aggregates are stored must be hard, firm, well-drained, and free from all vegetable matter. Various sizes of aggregates must be stored separately, and if they have become contaminated or merged with each other, they shall not be used.

Fine aggregate shall be well-graded from coarse to fine and shall conform to the following requirements:

Percentage by Weight	
Passing 3/8-inch sieve	100
Passing No. 4 sieve	95-100
Passing No. 8 sieve	80-100
Passing No. 16 sieve	50-85
Passing No. 30 sieve	25-60
Passing No. 50 sieve	5-30
Passing No. 100 sieve	0-10

Gradation of fine aggregate shall be reasonably uniform and not subject to the extreme percentages of gradation specified above. The fineness modulus shall be not less than 2.3 or more than 3.1, nor shall the fineness modulus of any sample vary by more than +0.20 from the fineness modulus of the representative sample used in proportioning the concrete.

Course aggregate shall be well-graded from coarse to fin, and when tested by laboratory sieves having square openings, shall conform to the following requirements:

Percentage by Weight	
Passing 1-inch sieve	100
Passing 3/4-inch sieve	90-100
Passing 3/8-inch sieve	20-55
Passing No. 4 sieve	0-10
Passing No. 8 sieve	0-5

Water used in mixing concrete shall be clean and free from injurious amounts of oil, alkali, organic matter, or other deleterious substances.

Bonding agent shall be Thorobond by BASF, or equal.

A water reducing admixture may be used in the concrete. Water reducing admixture shall be Master Pozzolith 200 by BASF Admixtures, Inc., Daracem 19 by Grace, or equal. Water reducing admixture shall conform to ASTM C494, Type A and Type F. Water reducing admixture shall not reduce durability, shall not affect the appearance, shall increase strength 10%, and shall not affect bleeding characteristics over reference mix. A qualified representative of the manufacturer shall be available to assist in proportioning the concrete, advise on the proper addition of the admixture to the concrete, and advise on adjustments of concrete proportions to suit job conditions.

An air-entraining admixture shall be used in all concrete. Air content shall be tested by the pressure method as outlined in ASTM C231 and shall be between 4 to 7% by volume. Air-entraining admixture shall be equal to MB AE90 Standard by BASF Admixtures, Inc., Darex by Grace Construction Products, or equal. Air-entraining admixture shall conform to ASTM C260.

No other admixtures will be allowed without the written approval of the Engineer. All admixtures shall be compatible with cement, aggregate, and water used.

The proportions of aggregate to cement and amount of admixtures shall be such as to produce a workable mixture that can be thoroughly compacted and that will work readily in the forms and around reinforcement without permitting materials to segregate or excess water to collect on the surfaces. Contractor is responsible for proportioning the aggregates and admixtures so that new concrete closely matches the mechanical and aesthetic properties of the original concrete. All aggregates shall be measured by weight.

Concrete shall have the following maximum water/cement or water/(cement + fly ash) ratio minimum compressive strengths at 28 days and minimum cement and fly ash contents. All concrete shall be either Class A or Class A-FA.

Class	Maximum Water/Cement or Water/(Cement + Fly Ash)	Minimum 28 Day Strength—Pounds per Square Inch	Cement Content—Pounds per Cubic Yard	Fly Ash—Pounds per Cubic Yard	
				Type C	Type F
A	0.45	4,000	564	--	--
A-FA	0.45	4,000	480	110	125

The slump for all concrete shall be 3 inches and concrete with a slump within the range of 2 to 4 inches will be acceptable unless otherwise stated.

Contractor shall submit to Engineer compressive strength of concrete cylinder test results for the same concrete mixes proposed on a previous project. If this information is not available, a one cubic yard trial batches of each individual mix proposed for use shall be made prior to use in the work. Four test cylinders shall be made for each trial batch, two to be tested at 7 days and two at 28 days. The trial batches shall be made preceding actual placement operations so that the results of the 7-day tests can be obtained. All costs for material, equipment, and labor incurred during design of concrete mixes shall be borne by Contractor.

**B.3 Steel and Fibrous Reinforcement.** Reinforcing bars shall comply with ASTM A615, Grade 60. Welded wire fabric shall comply with ASTM A1064. Fibrous reinforcing shall be Fibermesh 300, manufactured by Propoex Concrete Systems, or equal. Fibrous reinforcement shall be 100% virgin polypropylene fibrillated, multi-length graded fiber containing no reprocessed olefin materials and specifically manufactured for use as concrete secondary reinforcement. Fibrous reinforcement shall have specific gravity equal to 0.91 and multi-design gradation lengths.

Reinforcement supports including bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement in place shall be:

- Wire bar-type supports complying with CRSI recommendations, unless otherwise indicated.
- For slabs on grade, supports with sand plates, or horizontal runners where base material will not support chair legs.

- For exposed-to-view concrete surfaces or where the concrete surface will be exposed to weather or moisture, where legs of supports are in contact with forms, supports with either hot-dipped galvanized or plastic protected legs.
- When supports bear directly on the ground and it is not practical to use steel bar supports, precast concrete blocks may be used to support only the bottom lift of reinforcement. The precast blocks must be solid, be of an equal or higher strength than the concrete being placed, must provide adequate support to the reinforcement, and be of proper height to provide specified reinforcing cover. The use of face bricks, hollow concrete blocks, rocks, wood blocks, or other unapproved objects will not be permitted.

**B.4 Adhesive Anchors.** Adhesive anchors shall be HIT HY 200 by Hilti, Inc., Red Head Epcon C6+ or Red Head Epcon S7 by ITW, Pure 110+ or AC200+ by DeWalt, Set-XP by Simpson Strong-Tie Anchor Systems, or approved equal. All adhesive anchors shall comply with the 2018 Wisconsin Commercial Building Code.

**C. Construction Methods.** The reinforced concrete shall be constructed as shown on the drawings and as specified below.

**C.1 Mixing.** Ready-mixed concrete shall be batched, mixed, and delivered in accordance with ASTM C94 and ACI 304R. In general, concrete shall be mixed 50 revolutions at plant, 20 upon arrival at site, and 20 each time water is added; maximum of 110 revolutions at mixing speed. Concrete shall be delivered and discharged within 1 1/2 hours or before the drum has revolved 300 times after introduction of water to the cement and aggregates or the cement to the aggregates. Truck mixers shall be equipped with drum revolution counters. In no event shall concrete that has taken its initial set be allowed to be used. Retempering of concrete is not permitted.

No water shall be added on the job unless required by Contractor and with the knowledge of Engineer; the amount of water, if added, shall be recorded on all copies of the delivery tickets. If water is added, Contractor shall verify that the required water-cement ratio is not exceeded.

Concrete shall have a temperature not less than 60°F nor more than 80°F as delivered to the jobsite.

With each load of concrete Contractor shall obtain delivery tickets and shall make these tickets available for review by Engineer. Delivery tickets shall provide the following information:

- Date.
- Name of ready-mix concrete plant, job location, and Contractor.
- Type of cement and admixtures, if any.
- Specified cement content in sacks per cubic yard of concrete and approved concrete mix number or designation.
- Amount of concrete in load, in cubic yards.
- Water-cement ratio.
- Water added at job, if any.
- Truck number and time dispatched.
- Number of mixing drum revolutions.

For job-mixed concrete, all concrete materials shall be mixed in a machine batch mixer for at least 1 1/2 minutes after all ingredients are in the mixer and shall continue until there is a uniform distribution of the materials and the mass is uniform in color and homogeneous. The mixer shall not be loaded beyond the capacity given by the manufacturer and shall be rotated at the speed recommended by the manufacturer. The mixer is to be provided with positive timing device that will positively prevent discharging the mixture until the specified mixing time has elapsed.

**C.2 Bonding to Existing Concrete.** When placing new concrete adjacent to existing concrete, the existing concrete shall be thoroughly roughened, cleaned, and saturated with water 24 hours before pouring new concrete. At time of new pour, the Contractor shall remove any standing water and apply bonding agent. Bonding agent shall be applied in accordance with manufacturer's recommendations.

**C.3 Placing Concrete.** Before placing concrete, all equipment, forms, reinforcements, and other surfaces with which the concrete will come in contact are to be thoroughly cleaned of all debris, ice, and water.

After reinforcement is placed and before concrete is placed over it, Engineer shall be allowed sufficient time to observe the reinforcing.

Unless otherwise authorized by Engineer, all concrete shall be placed in the presence of Engineer.

Concrete shall be conveyed from the mixer to the place of final deposit as rapidly as practicable by methods that will prevent the segregation or loss of materials. Chuting for conveying purposes must be accomplished in such a manner as to prevent segregation or loss of materials. Receiving hoppers shall be installed at the chute discharge and at no point in its travel from the mixer to place of final deposit shall the concrete pass through a free vertical drop of more than 3 feet. Elephant trunks or tremies shall be used in all wall pours to prevent coating of forms and reinforcing bars.

Care shall be taken to avoid an excess of water on the concrete surface. Excess water shall be drained or otherwise removed from the surface. Dry cement or a mixture of cement and sand shall not be sprinkled directly on the surface to absorb water.

Concrete in wall pours shall be deposited in approximately horizontal layers not to exceed 18 inches in thickness. Each layer shall be well worked into the preceding layer while both layers are still soft.

Concrete shall be deposited as nearly as practicable in its final position to avoid segregation from rehandling or flowing. The maximum allowable lateral movement of the concrete after being deposited is 3 feet. Once concreting is started, it shall be carried on as a continuous operation until the placing of the section or panel is completed.

All concrete shall be placed with the aid of mechanical vibrating equipment in accordance with ACI 309. In congested areas, vibration shall be supplemented by hand spading adjacent to the forms. Vibration should secure the desired results within 5 to 15 seconds at intervals of 18 inches apart maximum. The vibrator shall penetrate the preceding layer of concrete. Vibrators shall have a frequency of not less than 10,000 impulses per minute when in operation submerged in concrete.

A sufficient number of spare vibrators shall be kept in ready reserve to provide adequate vibration in case of breakdown of those in use.

**C.4 Finishing.** Because formed concrete surfaces normally develop a sheen that will not match the surface texture of the existing concrete, forms must be removed before the new concrete has fully set. The surface of the concrete must be finished to match the existing concrete surfaces. A brush or wet sponge may be used to help "wash out" the new concrete paste to aid in matching the exposed aggregate of the existing concrete. Contractor is responsible for determining a suitable way to finish the new concrete to closely match the finish appearance of the existing concrete.

Holes left by form ties shall be patched to match the new concrete.

**C.5 Moist Curing.** All concrete shall be maintained in a moist condition for at least 7 days after being deposited except that for high-early strength concrete, a 3-day period will be sufficient. Moist curing shall be accomplished by one of the following methods:

- Use of plastic film. Plastic film shall have a minimum thickness of 4 mils. It shall be placed over the wet surface of the fresh concrete as soon as possible without marring the surface and shall be weighted so that it remains in contact with all exposed surfaces of the concrete. All joints and edges shall be lapped and weighted. Any tears in the film shall be immediately repaired.
- Application of wet coverings weighing 9 ounces per square yard such as burlap, cotton mats, or other moisture-retaining fabrics. The covering system shall include two layers and shall be kept continuously moist so that a film of water remains on the concrete surface throughout the curing period.
- Use of an approved waterproof curing paper. Edges of adjacent sheets shall be overlapped several inches and tightly sealed.

- Ponding of water or continuous sprinkling of water is permitted. Sprinkling at intervals will not be permitted.
- The use of moist earth, sand, hay, or another method that may discolor hardened concrete will not be permitted.
- 

**C.6 Hot Weather Concreting.** When the atmospheric temperature exceeds 80°F during concrete placement, the methods described in ACI 305 shall apply in addition to all other sections of this specification.

**C.7 Cold Weather Concreting.** When placing concrete in cold weather, the methods described in ACI 306 shall apply in addition to all other sections of this specification. Cold weather is defined as a period when, for more than 3 successive days, the average daily temperature drops below 40°F. When temperatures above 50°F occur during more than half of any 24-hour period, the period will no longer be regarded as cold weather. The average daily temperature is the average of the highest and lowest temperature during the period from midnight to midnight.

**C.8 Testing and Sampling.** The following tests of fresh concrete shall be performed by Contractor.

Contractor shall prepare, protect, transport, and have tested all cylinders at his expense.

Sampling of concrete for slump tests, air tests, temperature tests, and for making concrete test cylinders shall be performed in accordance with ASTM C172.

Slump Test: Contractor shall make one slump test near the beginning of all pours with two tests being made for all pours in excess of 25 yards or as requested by Engineer. Slump tests shall conform to ASTM C143.

Air Test: When air-entrained concrete is used, the air content shall be checked by Contractor near the beginning of all pours with at least two checks being made for all pours in excess of 25 cubic yards or as requested by Engineer.

The air contents shall be checked using the pressure method in accordance with ASTM C231. The pocket-sized alcohol air indicator shall not be used unless it is first used in conjunction with the pressure method test.

Cylinders: Three test cylinders shall be made for each pour. Concrete for cylinders shall be collected near the middle of the load or as requested by Engineer.

Cylinders shall be made and tested in accordance with ASTM C31 and ASTM C39, respectively. The cylinders must be kept moist and at temperatures between 60°F and 80°F and shall remain undisturbed and stored in a location free from vibration. In hot weather, the cylinders shall be covered with wet burlap and stored in a shaded area. It is Contractor's responsibility to provide a suitable protected location for storing cylinders on the job site.

After 24 hours, the cylinders shall be transferred to an independent testing laboratory acceptable to Engineer. The cylinders shall be packed in sawdust or other cushioning material for transit to avoid any bumping or jarring of the cylinders.

Cylinders shall be broken at 7 and 28 days or as requested by Engineer. Test results shall be mailed immediately and directly to Engineer. Test data shall include date and location of pour and concrete mix used.

All costs of additional testing and sampling of fresh or hardened concrete needed because of suspected or actual violation of the specifications shall be borne by Contractor.

**C.9 Records.** A record is to be kept of all concrete work. The record shall include the date, location of pour, concrete mix, slump, air content, test cylinder identification, concrete temperature, and ambient air temperature. In addition, for cold weather concreting the record shall include the daily maximum-minimum



thermometer readings of all thermometers during the entire curing period for all concrete pours. The project representative will keep this record, and Contractor shall assist in obtaining needed information.

**C.10 Adhesive Anchors.** Adhesive anchors shall be installed per manufacturer's instructions.

**C.11 Steel and Fibrous Reinforcement.** Comply with the specified standards for details and methods of placing reinforcement and supports. The Contractor shall clean reinforcement to remove loose rust, mill scale, earth, and other materials which reduce or destroy bond with concrete.

Placing Reinforcement:

- All reinforcing shall be placed in accordance with Contract drawings and with shop drawings stamped and approved by Engineer.
- The Contractor shall position, support, and secure reinforcing against displacement by formwork, construction, or concrete placement operations.
- The Contractor shall support reinforcing by metal chairs, runners, bolsters, spacers, and hangers as needed.
- Unless otherwise shown on the drawings, the reinforcement is to be so detailed and placed as to allow the following concrete protection:
  - Three inches of cover where the concrete is placed directly against ground.
  - Two inches of cover where the concrete is placed in forms but is to be exposed to weather, liquid, or the ground.
  - One-inch cover in slabs and walls not exposed to weather, liquid, or the ground.
  - One and one-half-inch cover in beams, girders, and columns not exposed to weather, liquid, or the ground. This cover applies to beam stirrups and column ties where applicable.
- Reinforcement shall be positioned within  $\pm 3/8$ -inch for members with depth to tension reinforcing from compression face less than or equal to 8 inches. Tolerance shall be  $\pm 1/2$  inch for members with depth to tension reinforcing from compression face greater than 8 inches. Tolerance on dimension between adjacent bars in slab and wall reinforcing mats shall be 1 inch. Secure against displacement by anchoring at the supports and bar intersections with wire or clips.
- Bars shall be securely tied at all intersections except where spacing is less than 1 foot in each direction when alternate intersections shall be tied. To avoid interference with embedded items, bar spacing may be varied slightly if acceptable to Engineer. Tack welding of reinforcing will not be permitted.
- Wire ties shall be set so that twisted ends are directed away from exposed concrete surfaces.
- If reinforcing must be cut because of openings or embedded items in the concrete, additional reinforcing must be provided adjacent to the opening at least equal in cross sectional area to that reinforcing which was cut, and it shall extend a minimum of 36 bars diameters beyond the opening on each side or as shown on the drawings.

Reinforcement Supports:

- Strength and number of supports shall be sufficient to carry reinforcement.
- Reinforcing bars shall not be placed more than 2 inches beyond the last leg of any continuous bar support.
- Supports shall not be used as bases for runways for concrete-conveying equipment and similar construction loads.

Welded Wire Fabric:

- Welded wire fabric shall be installed in as long of lengths as practicable.
- Adjoining pieces shall be lapped at least one full mesh.
- Fabric shall be supported with bar supports.

Splices:

- The Contractor shall provide standard reinforcement splices by lapping ends, placing bars in contact, and tightly wire tying.
- Lap splices in reinforcing shall be provided as shown on the drawings. Where lap splice lengths are not shown on the drawings, provide Class B, Category 1 lap splices in accordance with ACI 318.

- Adjacent splices of tangential bars in circular slabs and horizontal bars in circular walls shall be staggered a minimum of one full lap splice length or 3 feet, whichever is greater, unless otherwise shown. Stagger dimension shall be measured from center to center of lap splices.
- For circular walls, horizontal bar lap splices shall not coincide in vertical arrays more frequently than every third bar.
- Mechanical splices and threaded dowel bar inserts may be used where approved by Engineer. Splices shall be capable of developing at least 125% of the yield strength of the reinforcing bar

**Fibrous Reinforcing:**

- Fibrous concrete reinforcing shall be used in all slab-on-grade concrete and all precast concrete topping.
- Fibers shall be added at a minimum rate of 1.5 pounds per cubic yard.
- Concrete shall be mixed in strict accordance with reinforcement manufacturer's recommendations.

**D. Method of Measurement.** Concrete slab-on-grade will be paid for as a single lump sum unit. The City will not measure work or material for forms, falsework, cofferdams, pumping, bracing or other incidentals necessary to complete the work as required in these specifications.

**E. Basis of Payment.** Concrete Slab-On-Grade shall be paid for according to the contract unit price. Price bid shall include materials, labor, and equipment necessary for a complete installation as shown and specified including providing forms and falsework; for furnishing, placing, finishing, curing, and protecting concrete; and reinforcing; for adhesive anchoring work; and for measuring and evaluating concrete strength including fabricating and testing cylinders, and evaluating maturity.

**BID ITEM 90004–ELEVATED FLOOR SYSTEM**

**A. Description.** This special provision describes elevated slab floor system including steel framing, metal decking, concrete floor, adhesive anchors, and wood framing and sheathing.

**B. Materials.**

**B.1 Submittals.** Submit the following information:

- Concrete submittal shall be in accordance with bid item 90003.
- Metal decking shop drawing showing layout and types of deck panels, anchorage details, accessories at openings and edges, size and location of supporting elements, and end and side lap information.
- Metal fabrications shop drawing showing profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, sections, elevations, and details where applicable. Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.
- Adhesive anchor system product data sheets.

**B.2 Concrete.** Class A or A-FA concrete shall be provided in accordance with bid item 90003. Steel reinforcement shall be in accordance with bid item 90003.

**B.3 Metal Decking.** Metal decking shall be prime painted metal deck units conforming to ASTM A1008 with minimum yield strength of 33,000 psi. Sheet metal accessories shall conform to ASTM A1008, commercial quality. Non-composite type "C" floor deck units shall be 20-gauge, depth of 2-inches, ribs spaced 6-inches on center. Deck shall be shop prime painted with rust-inhibitive primer.

**B.4 Metal Fabrications.** Carbon steel sections and accessories shall be in accordance with the following:

- ASTM A36 (channels, angles, plates)
- ASTM A992 (wide flange sections)
- ASTM A500, Grade B or C (tubes)
- Plain Washers: Round carbon steel complying with FS FF-W-92
- Bolts and Nuts: ASTM A325
- Lock Washers: Helical spring-type carbon steel complying with FS-FF-W-84

- Welding Electrodes: Comply with AWS D1.1. E70XX electrodes. For ASTM A992 steel and any other steel with 50 ksi or greater yield strength, use only E7018 or other E70XX electrodes specifically permitted by AWS D1.1.
- Items of structural steel shall be fabricated in accordance with AISC Specifications and as indicated on the approved shop drawings. Finish surfaces of members exposed in the final structure shall be free of markings, burrs, and other defects. Metal fabrications shall be shop prime painted.
- Bolts and washers of all types and sizes shall be provided for completion of all field erection. The Contractor shall comply with AWS Code for procedures, appearance, and quality of welds used in correcting welded work. The Contractor shall assemble and weld built-up sections to produce true alignment of axes without warp. Welding shall be done by the shielded arc process. All welds shall be chipped, ground smooth, and primed immediately after fabrication.
- The Contractor shall use materials of size and thickness shown or, if not shown, of size and thickness to produce strength and durability in the finished product. The Contractor shall work to dimensions shown or accepted on the shop drawings using proven details of fabrication and support. Exposed work shall be formed true to line and level, with accurate angles and surfaces, and with straight sharp edges. Bent metal corners shall be formed to smallest radius possible without causing grain separation or otherwise impairing works. All open ends of pipe and structural tubing shall be capped. Corners and seams shall be welded continuously, complying with AWS recommendations. At exposed connections, exposed welds shall be ground smooth and flush; match and blend with adjoining surfaces. The Contractor shall provide for anchorage of the type shown. The Contractor shall coordinate with supporting structures. The anchoring devices shall be fabricated and spaced to provide adequate support for intended use. The Contractor shall cut, reinforce, drill, and tap miscellaneous metal work as indicated to receive hardware and similar items.

**B.5 Adhesive Anchors.** Adhesive anchors shall be as specified in bid item 90003.

**B.6 Wood Framing and Sheathing.** Lumber shall be kiln-dried with moisture content not to exceed 19% at time of installation and grade marked according to the National Lumber Manufacturer's Association. All lumber shall be No. 2 Southern Pine or better. Plywood floor sheathing shall be grade C-D (CDX), Exposure 1, or better, graded in accordance with the American Plywood Association. All framing connections and nailing shall be in accordance with the details shown and/or the 2018 Wisconsin Commercial Building Code minimum requirements, whichever is more restrictive. Framing connectors shall be Simpson Strong Tie or equal. Connector numbers shown on drawings are Simpson. Submit engineering data on any substitutes.

**C. Construction Methods.**

**C.2 Concrete.** Concrete construction and steel reinforcement shall be in accordance with bid item 90003.

**C.3 Metal Decking.** The Contractor shall examine the areas and conditions under which steel decking is to be installed and notify in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

The Contractor shall install deck units and accessories with manufacturer's requirements and as follows:

- Steel floor decking work shall be completed in accordance with requirements of the Steel Deck Institute as published in the Steel Floor Deck Design Manual, First Edition.
- Attachment of decking to structure shall be accomplished by welding. Attachment shall be made to develop diaphragm action. Weld using welding washer, if required, for deck gauge. Unless otherwise specified or indicated on the drawings, floor deck units shall be fastened to steel supporting members by not less than 5/8-inch-diameter fusion welds or elongated welds of equal strength spaced at a 36/4 pattern with a minimum of two welds per unit at each support.
- Decking shall be placed with ribs perpendicular to the supports unless otherwise noted on the drawings.

- Side lap connections shall be mechanically fastened as noted on the drawings. A minimum of two side lap connections per span shall be provided.
- SDI pour stops as shown on the drawings and as required to retain concrete floor deck shall be provided.

**C.4 Metal Fabrications.** Steel members shall be fabricated in accordance with AISC Code of Standard Practice. Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction including threaded fasteners for concrete inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors. The Contractor shall perform cutting, drilling, and fitting for installation of miscellaneous metal fabrications. Work shall be set accurately in location, alignment, and elevation and made plumb, level, true, and free from rack measured from established lines and levels. Exposed connections shall be fit accurately together to form tight hairline joints. The Contractor shall weld connections that are not to be left as exposed joints, grind joints smooth, and touchup shop paint coat or galvanizing repair. For field welding, comply with AWS Code for procedures of manual shielded metal arc welding, appearance and quality of weld made, and methods in correcting welding work. Immediately after erection, the Contractor shall clean field welds, bolted connections, and abraded areas of shop paint, and prime paint exposed areas with same prime paint as used for shop prime painting.

**C.5 Adhesive Anchors.** Adhesive anchors shall be installed per manufacturer's instructions.

**C.6 Wood Framing and Sheathing.** All framing connections and nailing shall be in accordance with the details shown and/or the 2018 Wisconsin Commercial Building Code minimum requirements, whichever is more restrictive. Connectors shall be installed in accordance with manufacturer's requirements.

**D. Method of Measurement.** Elevated Floor System will be paid for as a single lump sum unit. The City will not measure work or material for forms, falsework, cofferdams, pumping, bracing or other incidentals necessary to complete the work as required in these specifications.

**E. Basis of Payment.** Elevated Floor System shall be paid for according to the contract unit price. Price bid shall include materials, labor, and equipment necessary for a complete installation as shown and specified including providing steel and wood framing and decking; for furnishing, placing, finishing, curing, and protecting concrete, and reinforcing; for adhesive anchoring work; and for measuring and evaluating concrete strength including fabricating and testing cylinders, and evaluating maturity.

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE RENOVATE PARK

CONTRACT NO. 8479

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 - 2019 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 BACUNAN CONSTRUCTION (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.

Chris Quant  
SIGNATURE

PROJECT MANAGER  
TITLE, IF ANY

Sworn and subscribed to before me this 7 day of November, 2019.

[Signature]  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 10/21/21  
Bidders shall not add any conditions or qualifying statements to this Proposal.

# BACAMAND CONSTRUCTION

The bidder acknowledges receipt of the following addenda to the contract for the above designated project. Please check the appropriate box for each addendum reviewed. If no addenda have been issued, then no boxes are required to be checked.

Any addenda issues after 12:00 P.M. on the Tuesday proceeding the bid due date shall include a provision extending the bid due date.

## Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

Addendum 1

Addendum 2

Addendum 3

Addendum 4

Addendum 5

Addendum 6

NONE

**SECTION F: BEST VALUE CONTRACTING**

ERROR! REFERENCE SOURCE NOT FOUND. *REINSTATE*  
CONTRACT NO. ERROR! REFERENCE SOURCE NOT FOUND. *8479*

**Best Value Contracting**

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

---

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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



**REINDAHL PARK BARN IMPROVEMENTS**

CONTRACT NO. 8479

DATE: 11/7/19

**Bachmann Construction  
Company, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10911 - MOBILIZATION - LS	1.00	\$9,650.00	\$9,650.00
20217 - CLEAR STONE - TON	42.00	\$20.00	\$840.00
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$2,605.00	\$2,605.00
21021 - SILT FENCE COMPLETE - LF	160.00	\$3.00	\$480.00
21092 - TERRACE RESTORATION - SY	250.00	\$10.00	\$2,500.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 3 - TON	20.00	\$120.00	\$2,400.00
90000 - CONSTRUCTION FENCE (PLASTIC) - LF	580.00	\$3.00	\$1,740.00
90001 - DEMOLITION - LS	1.00	\$13,850.00	\$13,850.00
90002 - EXCAVATION - LS	1.00	\$3,850.00	\$3,850.00
90003 - CONCRETE SLAB-ON-GRADE - LS	1.00	\$10,645.00	\$10,645.00
90004 - ELEVATED FLOOR SYSTEM - LS	1.00	\$32,690.00	\$32,690.00
<b>11 Items</b>	<b>Totals</b>		<b>\$81,250.00</b>



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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

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

## BIENNIAL BID BOND

Bachmann Construction Company, Inc.

(a corporation of the State of Wisconsin )  
(individual), (partnership), (hereinafter referred to as the "Principal") and  
Old Republic Surety Company

a corporation of the State of Wisconsin (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 February 1, 2018 through January 31, 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.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

**PRINCIPAL**

Bachmann Construction Company, Inc.  
COMPANY NAME AFFIX SEAL

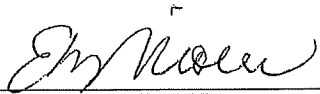
11-16-2017  
DATE

By:   
SIGNATURE AND TITLE

**SURETY**

Old Republic Surety Company  
COMPANY NAME AFFIX SEAL

11-16-2017  
DATE

By:   
SIGNATURE AND TITLE  
Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 12305256 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-16-2017  
DATE

  
AGENT SIGNATURE

PO Box 259408  
ADDRESS

Madison, WI 53725-9408  
CITY, STATE AND ZIP CODE

608-252-9674  
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ANN MAY, JUDITH A. WALKER, TIMOTHY HAUSMANN, PATRICK A MCKENNA, BROOKE L PARKER, ELIZABETH MOSCA, OF MADISON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED  
TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company  
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or  
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or  
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

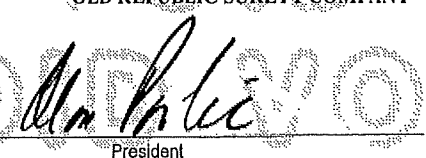
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5TH day of OCTOBER, 2016.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary

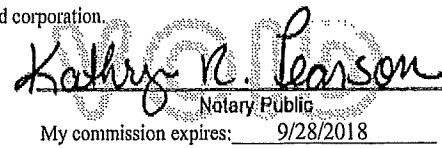


  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 5TH day of OCTOBER, 2016, personally came before me, Alan Pavlic and Jane E. Cherney to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



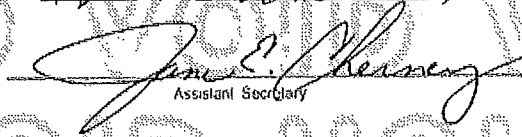
  
Notary Public  
My commission expires: 9/28/2018

CERTIFICATE (Expiration of notary commission does not invalidate this instrument)  
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-3933

Signed and sealed at the City of Brookfield, WI this 16 day of November 2017



  
Assistant Secretary

HAUSMANN-JOHNSON INSURANCE INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

## SECTION H: AGREEMENT

THIS AGREEMENT made this 10<sup>th</sup> day of December in the year Two Thousand and Nineteen between BACHMANN CONSTRUCTION COMPANY, INC. 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 DECEMBER 3, 2019, 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:

### REINDAHL PARK BARN IMPROVEMENTS CONTRACT NO. 8479

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 EIGHTY-ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 (\$81,250.00) 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 ten thousand dollars (\$10,000), 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)(l), 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.



REINDAHL PARK BARN IMPROVEMENTS  
CONTRACT NO. 8479

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:

**BACHMANN CONSTRUCTION COMPANY, INC.**

Gynn A. Jucker 12/10/19  
Witness Date  
Patty Racz 12/10/19  
Witness Date

Company Name  
[Signature] 12/10/19  
President Date  
Sheryl Merland 12/10/19  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Mary Richards for Dave Schmiedicke  
Finance Director

Patricia Lorton  
City Attorney

Signed this 02 day of January, 2020

[Signature]  
Witness

[Signature] 02 January 2020  
Mayor Date

[Signature]  
Witness

Maibeth Witzel-Bell 12-18-2019  
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **BACHMANN CONSTRUCTION COMPANY, INC.** as principal, and Old Republic Surety Company Company of Wisconsin as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **EIGHTY-ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 (\$81,250.00)** 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:

REINDAHL PARK BARN IMPROVEMENTS  
CONTRACT NO. 8479

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 10 day of December, 2019

Countersigned:

[Signature]  
Witness  
[Signature]  
Secretary

**BACHMANN CONSTRUCTION COMPANY, INC.**  
Company Name (Principal)

[Signature]  
President Seal NONE

Approved as to form:

[Signature]  
City Attorney

Old Republic Surety Company  
Surety Seal  
 Salary Employee  Commission  
By [Signature]  
Attorney-in-Fact, Elizabeth Mosca

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 12305256 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

December 10, 2019  
Date

[Signature]  
Agent Signature



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JUDITH A. WALKER, PATRICK A MCKENNA, BROOKE L PARKER, ELIZABETH MOSCA, DAVID ZENOBI, OF MADISON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED  
TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 13TH day of MARCH, 2018.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary

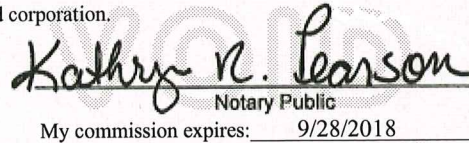


  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 13TH day of MARCH, 2018, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 9/28/2018

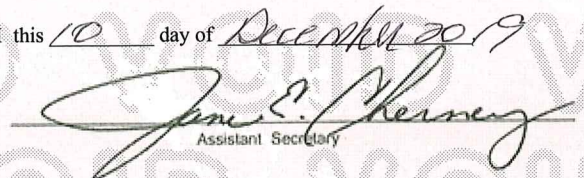
### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-3933

Signed and sealed at the City of Brookfield, WI this 10 day of December 2019



  
Assistant Secretary

HAUSMANN-JOHNSON INSURANCE INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.