

\$229,986.75  
ORIGINAL

BID OF ROCK SOLID TRAIL CONTRACTING, LLC

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CANNONBALL SINGLE TRACK TRAIL IMPROVEMENTS 2022

CONTRACT NO. 9151

MUNIS NO. 13931-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MAY 10, 2022

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**CANNONBALL SINGLE TRACK TRAIL IMPROVEMENTS 2022  
CONTRACT NO. 9151**

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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:	CANNONBALL SINGLE TRACK TRAIL IMPROVEMENTS 2022
CONTRACT NO.:	9151
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	3/31/22
BID SUBMISSION (2:00 P.M.)	4/7/22
BID OPEN (2:30 P.M.)	4/7/22
PUBLISHED IN WSJ	3/17/22, 3/24/22 & 3/31/22

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at (608) 261-9162 or by email, [jtorresmeza@cityofmadison.com](mailto:jtorresmeza@cityofmadison.com).

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). 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.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2022 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/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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 <input type="checkbox"/> Asbestos Removal | 110 <input type="checkbox"/> Building Demolition |
| 120 <input type="checkbox"/> House Mover      |                                                  |

Street, Utility and Site Construction

- |                                                                                             |                                                                                                            |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 201 <input type="checkbox"/> Asphalt Paving                                                 | 265 <input type="checkbox"/> Retaining Walls, Precast Modular Units                                        |
| 205 <input type="checkbox"/> Blasting                                                       | 270 <input type="checkbox"/> Retaining Walls, Reinforced Concrete                                          |
| 210 <input type="checkbox"/> Boring/Pipe Jacking                                            | 275 <input type="checkbox"/> Sanitary, Storm Sewer and Water Main Construction                             |
| 215 <input type="checkbox"/> Concrete Paving                                                | 276 <input type="checkbox"/> Sawcutting                                                                    |
| 220 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Flat Work                    | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp.                                |
| 221 <input type="checkbox"/> Concrete Bases and Other Concrete Work                         | 285 <input type="checkbox"/> Sewer Lining                                                                  |
| 222 <input type="checkbox"/> Concrete Removal                                               | 290 <input type="checkbox"/> Sewer Pipe Bursting                                                           |
| 225 <input type="checkbox"/> Dredging                                                       | 295 <input type="checkbox"/> Soil Borings                                                                  |
| 230 <input type="checkbox"/> Fencing                                                        | 300 <input type="checkbox"/> Soil Nailing                                                                  |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation                         | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc.                                  |
| 240 <input type="checkbox"/> Grading and Earthwork                                          | 310 <input type="checkbox"/> Street Construction                                                           |
| 241 <input type="checkbox"/> Horizontal Saw Cutting of Sidewalk                             | 315 <input type="checkbox"/> Street Lighting                                                               |
| 242 <input type="checkbox"/> Hydro Excavating                                               | 318 <input type="checkbox"/> Tennis Court Resurfacing                                                      |
| 243 <input type="checkbox"/> Infrared Seamless Patching                                     | 320 <input type="checkbox"/> Traffic Signals                                                               |
| 245 <input type="checkbox"/> Landscaping, Maintenance                                       | 325 <input type="checkbox"/> Traffic Signing & Marking                                                     |
| 246 <input type="checkbox"/> Ecological Restoration                                         | 332 <input type="checkbox"/> Tree pruning/removal                                                          |
| 250 <input type="checkbox"/> Landscaping, Site and Street                                   | 333 <input type="checkbox"/> Tree, pesticide treatment of                                                  |
| 251 <input type="checkbox"/> Parking Ramp Maintenance                                       | 335 <input type="checkbox"/> Trucking                                                                      |
| 252 <input type="checkbox"/> Pavement Marking                                               | 340 <input type="checkbox"/> Utility Transmission Lines including Natural Gas, Electrical & Communications |
| 255 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing                         | 399 <input checked="" type="checkbox"/> Other Professional Trail Builder _____                             |
| 260 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Installation |                                                                                                            |
| 262 <input type="checkbox"/> Playground Installer                                           |                                                                                                            |

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

- |                                                                                                        |                                                                                       |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 401 <input type="checkbox"/> Floor Covering (including carpet, ceramic tile installation, rubber, VCT) | 437 <input type="checkbox"/> Metals                                                   |
| 402 <input type="checkbox"/> Building Automation Systems                                               | 440 <input type="checkbox"/> Painting and Wallcovering                                |
| 403 <input type="checkbox"/> Concrete                                                                  | 445 <input type="checkbox"/> Plumbing                                                 |
| 404 <input type="checkbox"/> Doors and Windows                                                         | 450 <input type="checkbox"/> Pump Repair                                              |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications                             | 455 <input type="checkbox"/> Pump Systems                                             |
| 410 <input type="checkbox"/> Elevator - Lifts                                                          | 460 <input type="checkbox"/> Roofing and Moisture Protection                          |
| 412 <input type="checkbox"/> Fire Suppression                                                          | 464 <input type="checkbox"/> Tower Crane Operator                                     |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments                             | 461 <input type="checkbox"/> Solar Photovoltaic/Hot Water Systems                     |
| 415 <input type="checkbox"/> General Building Construction, Equal or Less than \$250,000               | 465 <input type="checkbox"/> Soil/Groundwater Remediation                             |
| 420 <input type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000                   | 466 <input type="checkbox"/> Warning Sirens                                           |
| 425 <input type="checkbox"/> General Building Construction, Over \$1,500,000                           | 470 <input type="checkbox"/> Water Supply Elevated Tanks                              |
| 428 <input type="checkbox"/> Glass and/or Glazing                                                      | 475 <input type="checkbox"/> Water Supply Wells                                       |
| 429 <input type="checkbox"/> Hazardous Material Removal                                                | 480 <input type="checkbox"/> Wood, Plastics & Composites - Structural & Architectural |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC)                          | 499 <input type="checkbox"/> Other _____                                              |
| 433 <input type="checkbox"/> Insulation - Thermal                                                      |                                                                                       |
| 435 <input type="checkbox"/> Masonry/Tuck pointing                                                     |                                                                                       |

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

#### 2 Small Business Enterprise (SBE) Program Information

##### 2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

## **2.2 Contract Compliance**

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.



## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise).

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise). Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

#### 2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. 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, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

#### 2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

#### 2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

**2.7 SBE Definition and Eligibility Guidelines**

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
  
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

## SECTION D: SPECIAL PROVISIONS

### CANNONBALL SINGLE TRACK TRAIL IMPROVEMENTS 2022 CONTRACT NO. 9151

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 \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **SECTION 104: SCOPE OF WORK**

This project constructs approximately 6173 linear feet of off-road, natural surface, bike optimized, single track trail in the quantities listed on the proposal page. The proposed trail alignment runs parallel to the existing paved Cannonball bike path from Post Rd to the Hwy 151 overpass.

The trail consists of natural material constructed using a "lift and tilt" method to create a sustainable surface. A portion of the trail will be an all-weather feature trail using a chip seal product to allow all weather use. Features consist of natural boulders and pre-fabricated features with wood decking.

The trail corridor has been marked in the field with flags and paint and trail centerline has been surveyed. The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. The Contractor shall work with the existing utilities to resolve conflicts during the construction process.

Bid item 20703 TEMPORARY SEEDING and bid item 21063 EROSION MATTING, CLASS I, TYPE A – ORGANIC are included in the contract as restoration items. The City intends to have the Contractor seed a cover crop after construction to stabilize disturbed areas. The City will then oversee permanent seeding and maintenance of the vegetation with a separate contract.

#### **SECTION 104.4: INCREASED OR DECREASED QUANTITIES**

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

All items shall be paid as plan quantity as listed in the proposal without measurement thereof. Unless there is a substantial change, no payment shall be given for changes in plan quantities listed in proposal. "Substantial" shall mean changes over 30% of the estimated plan quantity.

Items listed as "Undistributed" on the proposal page shall only be paid if determined necessary by the engineer and shall be measured in the field by the engineer.

**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.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

The Engineer on this project shall be:  
Corey Stelljes  
(608) 266-6518  
cstelljes@cityofmadison.com

**SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION**

The Contractor shall be responsible for setting all other lines and/or grades required to complete the work for this contract. The trail centerline has been surveyed and stakes marking the trail centerline can be provided during construction upon request.

**SECTION 105.12: COOPERATION BY CONTRACTOR**

Several utilities exist on these sites. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction.

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft. A staging area is identified on the plans and shall be enclosed in construction fencing. All materials and equipment shall be stored in this area.

The Contractor shall attend a pre-construction meeting prior to the start of construction. This meeting shall be conducted via Zoom software and shall be a virtual or online meeting.

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.

Contractor shall verify and coordinate finish grades with related site improvements. Contractor shall immediately report any conflicts or discrepancies to the Owner's Representative.

The contractor shall be responsible for confirming ground elevations and overall topography of the site, as well as, all site dimensions prior to start of construction. The contractor shall immediately notify the Owner's Representative in writing of any differences in topography or site dimensions that differ from those shown on the plans.

Written dimensions are to take precedence over scaled dimensions. Notify the Engineer of any discrepancies found in the field before moving forward. Failure to gain clarification from the Engineer before moving forward will render contractor responsible for all costs associated with correcting installed work to the satisfaction of the City.

Contractor shall be responsible for removing all debris from the project site, as needed, during construction and upon final acceptance by City.

Any retaining walls will require coordination with and design by a professional engineer. Plans to be in accordance with local design and permitting requirements. Shop drawings shall be required and provided to the Engineer for approval before commencing with construction.

Contractor shall have all required submittal approvals prior to beginning the work or ordering materials.

Contractor shall be responsible for repair to any sidewalks, lawn, trees, paving, and other improvements disturbed by construction or demolition activities proposed herein.

Areas labeled as Vegetated Swales, Filter Strips, and Stormwater Infiltration Areas are noted on the plans. The intention of these features is to minimize stormwater runoff from the site and the amount of soil loss during and after construction. These features are intended to capture areas existing on site or features typical of mountain bike trail construction by a professional trail builder. Exact size, location, and composition of these areas shall be identified on site in a manner accepted by the Engineer and agreed upon by the Contractor.

#### **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 submitted timeframe.

#### **SECTION 107.7:        MAINTENANCE OF TRAFFIC**

The contractor shall only stage equipment within the staging area shown on the plans. All equipment shall be stored and all staging shall be confined to the area inside the construction fencing as shown on the plan or as described under Section 107.7.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The Contractor may remove parking on the west side of Luann Ln bordering Aldo Leopold Park to use as a staging area for construction equipment.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

[www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The Contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The Contractor shall leave in place all necessary traffic control until given notice by the Engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Tom Mohr, Traffic Engineering Division, [tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com), (608) 267-8725, with any questions concerning these traffic control specifications.

#### SECTION 107.13: TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection.

There are approximately 47 trees to be removed as part of this project. This work shall be paid under Bid Items 20401 and 20406, CLEARING and GRUBBING. GRUBBING shall be paid for stump removal only and is not required for all trees identified for CLEARING. Trees identified for removal by City staff have been chosen due to condition or safety hazard. Some trees are dead, in poor health, or would pose a safety hazard to trail users. All trees identified for removal are marked with orange flags in the field. The contractor shall not remove any trees not marked for removal unless approved by City Forestry staff.

The Contractor shall take care at all times to conduct operations in a way that avoids damage to any trees not designated for removal. All precautions are considered incidental to other items of the work.

It is recognized that grading operations and root cutting of some trees will need to occur in order to complete the work, and care must be taken in these areas. Trees within 5' of construction operations have been inspected by a City of Madison Forestry Representative. If excavation or root cutting is necessary, the Contractor shall contact Madison City Forestry at (608) 266-4816 prior to excavation or rooting cutting. City of Madison Forestry personnel shall assess the impact to the tree and to its root system prior to work commencing.

All roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

The normal work hours for Forestry staff: 7:00 AM – 3:00 PM, Mon-Fri. The Contractor shall provide a minimum 24 hours' notice to Forestry staff for inspection.

The contact information for Forestry Staff is:

Cannonball Bike Path Right of Way:

Brad Hofmann  
Cell: (608) 220-6796  
Office Phone: (608) 267-4908  
[bhofmann@cityofmadison.com](mailto:bhofmann@cityofmadison.com)

Aldo Leopold Park:

Zack Ekburg  
Cell: (920) 660-7439  
[Zekburg@cityofmadison.com](mailto:Zekburg@cityofmadison.com)

**SECTION 108.2:           PERMITS**

The following permits have been applied for by the City of Madison for each applicable park site:

1. City of Madison Erosion Control Permit
  - i. Reporting Required
2. City of Madison Stormwater Management Permit

A City of Madison Erosion Control permit has been obtained and weekly inspections will be completed by The Contractor weekly and at all times following storm events, and this work will be paid for under the appropriate bid item. See **SECTION 210.1(a)**. The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures and items shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. A copy of the permit is available at the City of Madison, Engineering Division office.

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

The City's obtaining these permits 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**

The Contractor shall begin work on this project on or before **May 25, 2022**, 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 **September 15, 2022**.

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

**ARTICLE 109.5:           METHODS AND EQUIPMENT**



**BID ITEM 10911 - MOBILIZATION**

**DESCRIPTION**

Work under this item shall include all costs associated with mobilization of the Contractor to each 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.

**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 and per S.D.D 1.07. 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 20217 – TOPSOIL**

**DESCRIPTION**

Work under this item shall include all costs associated with removing existing topsoil for trail construction per bid items 90001-90003. Topsoil shall be replaced on trail side slopes and disturbed areas as shown on the plans and detail drawings. It is anticipated that salvaged topsoil shall be used on all side slope areas but contractor shall be aware that topsoil shall be placed in a manner that allows restoration, seeding, and matting.

Bid item 20703 TEMPORARY SEEDING and bid item 21063 EROSION MATTING, CLASS I, TYPE A – ORGANIC are included in the contract as restoration items. The city intends to have the Contractor seed a cover crop after construction to stabilize disturbed areas. The City will then oversee permanent seeding and maintenance of the vegetation with a separate contract.

**BID ITEM 20401 – CLEARING (UNDISTRIBUTED)**

Work under this item shall include all costs associated with removing trees from the project corridor. Parks and City Forestry Staff have walked the site and flagged all trees over 9" diameter that shall be removed. Many of these trees will need to be removed to construct the trail and others shall be removed due to condition or safety concerns. All trees marked with ribbon and identified on the plans shall be removed and disposed of at a site determined by the contractor. All removal and disposal of stumps shall be paid for under Bid Item 20406- Grubbing. It is anticipated only stumps in the trail footprint shall need grubbing.

If the Contractor wished to remove additional trees or different trees than ones indicated on the plans they shall notify City Forestry at least 7 days in advance.

In addition to trees flagged for removal, there exists many smaller trees and brush in the trail corridor. These largely consist of honeysuckle and buckthorn. Removal of trees and brush less than 9" diameter shall be included in the trail construction bid item and shall not be paid separately. There also exists several large downed trees on the project. These shall be removed as necessary to construct the trail and shall be included in the trail construction bid item.

#### **BID ITEM 20406 – GRUBBING (UNDISTRIBUTED)**

Work under this item shall include all costs associated with removing stumps from the trail corridor per City of Madison Standard Specifications. All stumps under the trail tread surface shall be grubbed. Trees outside the trail surface removed for safety or condition reason shall not require stump grubbing.

#### **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)**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans around the materials and construction equipment staging area.

This 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 re-closing 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
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

## **METHOD OF MEASUREMENT**

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

## **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 – TRADITIONAL WIDTH ENHANCED TREAD TRAIL**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, and construct the portions of Traditional Width Enhanced Tread Trail as shown on the plans.

Traditional Width Enhanced Tread Trail will be constructed as a rolling contour traditional cross country style singletrack and will be topped with crushed limestone to reduce maintenance requirements and increase all weather usability.

All trail construction shall comply with the specifications, drawings, requirements, and design intent prescribed in the construction and contract documents. Additional resources include "Trail Solutions, IMBA's Guide to Building Sweet Singletrack" (2004) and "Managing Mountain Biking" (2007). Modifications shall be approved by Owner's Representative.

Completed products shall reflect professional workmanship in appearance, quality, and attention to detail. Trails and features shall be well integrated into site, aesthetically pleasing in appearance, and well-shaped, crafted, and finished according to commonly accepted best practices for high quality and sustainable mountain biking trails. Work must be completed to the satisfaction of the Owner's Representative.

Trail Contractor shall thoroughly test ride all trails and trail features, by bike with appropriately skilled rider, to ensure the specified riding experience, design, flow, rhythm, character, difficulty, and specifications are met. Testing shall be performed during the trail alignment and trail feature location process, as well as during construction and following construction, to the extent possible and in consultation with Owner's Representative. Trails and features shall be modified and corrected as necessary until performance specifications are met.

Following test ride and approval of final alignment, contractor shall import and compact 4-6" of limestone crusher fines. The rock particles should range in size from dust to 3/8" and the material should be composed of angular particles that interlock and bind into a firm matrix. A 1 gallon sample of the proposed material shall be provided and approved by the engineer or owner's representative prior to delivery and/or installation.

Trail Contractor shall leave trails and the adjacent area in a finished and natural-looking condition and minimize disturbance to permanent existing vegetation to the extent possible in coordination with general contractor, topsoil spreading, and irrigation and landscape installation.

All excavated material generated during trail construction must be used in the trail, or dispersed and blended into surrounding terrain, or removed. No piles of excavated material greater than 6 inches depth shall be left behind.

The Trail Contractor shall be responsible for fine grading and positive drainage away from all trails and trail features. No impoundments nor ponding of surface water shall be allowed.

Where necessary, Trail Contractor may construct shallow porous stormwater infiltration areas and swales adjacent to the trail to manage surface water drainage, provided they are constructed in an appropriate manner and do not create a hazard.

#### **METHOD OF MEASUREMENT**

Traditional Width Enhanced Tread Trail shall be measured by the linear foot quantity, complete in the field, as listed in the proposal page without measurement thereof.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 90002 – MOUNTAIN BIKE OPTIMIZED (MBO) NATURAL SURFACE TRAIL**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, and construct the portions of Mountain Bike Optimized (MBO) Natural Surface Trail as shown on the plans. This bid item includes construction of TTF's associated with MBO trail as called for on the plans.

Mountain Bike Optimized (MBO) Natural Surface Trail will use rolling contour and lift and tilt (where required for drainage) construction methods and will have a medium frequency of rollers, berms and table top and rollable gap jumps (3-5 PER 100LF). The tread will be natural surface and will not have all weather usability and will be signed as such.

All trail construction shall comply with the specifications, drawings, requirements, and design intent prescribed in the construction and contract documents. Additional resources include "Trail Solutions, IMBA's Guide to Building Sweet Singletrack" (2004) and "Managing Mountain Biking" (2007). Modifications shall be approved by Owner's Representative.

#### **Trail Alignments**

The trail plan is diagrammatic and does not reflect an exact final alignment or dimension for each trail, trail improvement, armoring, or trail feature. All trail and trail improvement locations and dimensions are approximate.

A 20' offset of the centerline of the provided trail alignment on either side of the trail distinguishes the potential area to which the trail alignment can occur. If a feature such as a tree, unusually large rock or other unforeseen circumstances necessitates moving the trail from provided alignment, notify the Owner's representative of the proposed adjustment of the trail alignment.

All fill slopes used to create berms, jumps, rollers, and other raised features shall be a maximum slope of 3:1.

Contractor shall create an exact final alignment and location for each trail and trail feature. The alignments and locations shall meet appropriate specifications as provided in the construction documents. Trail alignments must be flagged in the field prior to construction.

The alignment, location, design, and construction of each individual trail shall conform to the specifications, intent, character, and description for that specific trail as described in the construction documents.

If conflicts arise in trail alignments, features, armoring, vegetation, landscaping, irrigation, and/or other items, The Contractor is required to immediately contact Owner's Representative for resolution before proceeding.

The Trail Contractor shall work with the Owner's Representative to identify the need to further refine or adjust construction notes, location or types of trails or features, and make minor adjustments as soon as identified by the contractor.

#### Technical Trail Features (TTF's):

Trail shall include Technical Trail Features in the types and locations called for on the plans and referenced in detail drawings.

The feature location plans are diagrammatic and do not reflect an exact final alignment, location, or dimension for each feature. The Trail Contractor shall determine exact final location and dimension of all TTFs based upon final trail alignment, trail flow, character, difficulty, and surrounding terrain. It is the Trail Contractor's responsibility to ensure that final dimensions of TTFs (height, length, radius, width, etc.) flow appropriately with the speed of travel, other features and surrounding trails.

TTF placements are required to include an optional line or bypass trail that provides users with an open and obvious route to avoid the TTF. Refer to typical details shown on plan set.

All manufactured TTF lengths are linear, not chord lengths.

All manufactured TTF heights are from top of concrete footing or earth anchor to top of decking.

All TTFs to be pre-engineered and designed. TTFs to be American Ramp Company or approved equal.

All manufactured TTFs will be sourced from insured bike park feature manufacturer. Feature manufacturer shall hold product liability insurance.

All TTF's shall be included in this bid item. No payments shall be made for TTF's outside of, or in addition to, this bid item.

#### Turns:

Completed products shall reflect professional workmanship in appearance, quality, and attention to detail. Trails and features shall be well integrated into site, aesthetically pleasing in appearance, and well-shaped, crafted, and finished according to commonly accepted best practices for high quality and sustainable mountain biking trails. Work must be completed to the satisfaction of the Owner's Representative.

#### Vertical Undulations

The trails should have vertical undulations such as rollers, jumps, grade reversals, and dips as necessary according to the specifications, drawings, intended riding experience, trail flow, trail speed, and difficulty. Such vertical undulations shall be incidental to the unit rate for trail construction.

#### Rock Armoring

Rock armoring of various types is intended to harden the trail surface, provide a more diverse trail surface, act as a "rumble-strip" near intersections, or otherwise to enhance the riding experience and trail sustainability.

Rock-armoring is diagrammatic and does not reflect an exact final location or dimension for each section of armoring. Not all potential armoring segments or locations are indicated. An allowance of armoring has been provided on a per trail basis to be determined in the field as conditions require.

#### Trail Corralling

Trail Contractor shall provide speed-reducing features and curves in the trail alignment to slow riders before reaching trail intersections. Contractor shall furnish and install landscape boulders on the trail system where necessary to help anchor the apex of turns, help define and improve intersections, prevent short-cutting, and to otherwise enhance the edge of the trail corridor where necessary. Landscape boulders shall be native rock partially buried into soil a minimum of 50% of the boulders height below grade and per plan.

#### Rock Placement at Drainage Crossings

Trail Contractor shall construct a sub-base of crushed rock under the surfacing layer at drainage and Arroyo crossings. Locations for this improvement shall be determined by Owner's Representative. Possible locations include very low-lying terrain where water ponding is probable, significant water drainage crossings, or other areas expected to have very poor drainage. Rock placement must not obstruct flow above or below the drainage crossing. It should be placed in such a way that water runs through the intended channel. Refer to Details 3 and 4 on sheet DT-03.

#### Rock Procurement

All rock armoring, rock senders, rock rolls, rock drops, rock gardens, and landscape boulders to be used in trail construction shall first be obtained from on-site stockpiles or designated areas to the extent possible. Given the lack of suitable native stone present on the site, the contractor should anticipate the need to source suitable stone elsewhere. There is a significant amount of field stone available for re use on site.

#### Fill Material

Fill needed for trail construction, berms, rollers, or other features may be generated during trail excavation, borrowed from surrounding landscape where appropriate, borrowed from onsite stockpiles, or imported if necessary. Fill material shall be uncontaminated and free of organic material, trash, noxious weeds/seeds, and other objects. Fill material shall be placed, graded, and compacted by Trail Contractor in a manner that will support the intended use. The non-riding surfaces of berms, rollers, landscape mounds, or other terrain enhancements created by the Trail Contractor shall not exceed a 3:1 slope.

#### Boulders

Boulders and rocks used for TTFs or landscaping shall have a character and shape consistent with native landscape rock settings. To the greatest extent possible, rocks shall be placed in their final locations with the lichen or weathered side exposed.

#### Compaction

All trail sub grades, trail treads, trail surfacing materials, backslopes, rollers, berms, fill, and terrain enhancements shall be compacted to a minimum 90% and in a manner that will support the intended use.

#### Sample Trail Section

Contractor shall construct sample segments of a minimum of 50 linear feet of each trail type and 20 square feet of each armoring type as indicated in the construction plans. These sections shall contain a complete sample of the construction methods, materials, and workmanship intended for the project. The Owner's Representative must accept work before additional construction may proceed. Modifications and

corrections shall be executed as necessary for acceptance. The accepted samples shall be retained during construction as a standard of work. Accepted samples may be part of the actual trail system. Upon completion of sample, 500' lengths of individual trail may be constructed at a time. Owner's representative to approve 500' section prior to commencement of next section.

Trail Contractor shall thoroughly test ride all trails and trail features, by bike with appropriately skilled rider, to ensure the specified riding experience, design, flow, rhythm, character, difficulty, and specifications are met. Testing shall be performed during the trail alignment and trail feature location process, as well as during construction and following construction, to the extent possible and in consultation with Owner's Representative. Trails and features shall be modified and corrected as necessary until performance specifications are met.

Trail Contractor shall leave trails and the adjacent area in a finished and natural-looking condition and minimize disturbance to permanent existing vegetation to the extent possible in coordination with general contractor, topsoil spreading, and irrigation and landscape installation.

All excavated material generated during trail construction must be used in the trail, or dispersed and blended into surrounding terrain, or removed. No piles of excavated material greater than 6 inches depth shall be left behind.

The Trail Contractor shall be responsible for fine grading and positive drainage away from all trails and trail features.

Where necessary, Trail Contractor may construct shallow porous stormwater infiltration areas and swales adjacent to the trail to manage surface water drainage, provided they are constructed in an appropriate manner and do not create a hazard.

## **METHOD OF MEASUREMENT**

Mountain Bike Optimized (MBO) Natural Surface Trail shall be measured by the linear foot quantity, complete in the field, as listed in the proposal page without measurement thereof.

## **BASIS OF PAYMENT**

Mountain Bike Optimized (MBO) Natural Surface Trail shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

## **BID ITEM 90003 –CHIP SEAL TRAIL**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, and construct the portions of Chip Seal Trail as shown on the plans. This bid item includes construction of TTF's associated with MBO trail as called for on the plans.

Chip Seal Trail will use rolling contour and lift and tilt (where required for drainage) construction methods and will have a medium frequency of rollers, berms and table top and rollable gap jumps (3-5 PER 100LF). The tread will be natural surface and will not have all weather usability and will be signed as such.

All trail construction shall comply with the specifications, drawings, requirements, and design intent prescribed in the construction and contract documents. Additional resources include "Trail Solutions, IMBA's Guide to Building Sweet Singletrack" (2004) and "Managing Mountain Biking" (2007). Modifications shall be approved by Owner's Representative.

Trail shall include Technical Trail Features (TTF) in the types and locations called for on the plans and referenced in detail drawings.

Completed products shall reflect professional workmanship in appearance, quality, and attention to detail. Trails and features shall be well integrated into site, aesthetically pleasing in appearance, and well-shaped, crafted, and finished according to commonly accepted best practices for high quality and sustainable mountain biking trails. Work must be completed to the satisfaction of the Owner's Representative.

Trail Contractor shall thoroughly test ride all trails and trail features, by bike with appropriately skilled rider, to ensure the specified riding experience, design, flow, rhythm, character, difficulty, and specifications are met. Testing shall be performed during the trail alignment and trail feature location process, as well as during construction and following construction, to the extent possible and in consultation with Owner's Representative. Trails and features shall be modified and corrected as necessary until performance specifications are met.

Following test ride and approval of final alignment and shapes, contractor shall import and compact road base (3/4 minus) or similar at 3-4 inches depth. Site visit and test ride required for sign off prior to applying chip seal.

Contractor shall apply two layers of tar (CRS2-P if available and if not CRS2 is suitable) and two compacted layers of chip seal (3/8 clean chipped material for the initial layer and a more decorative 3/8 minus for the second (top) layer.

Contractor must submit a surfacing mixture sample(s) (1 gallon) to the engineer or owner's representative prior to delivery to the site. Color and texture of final chip layer to be approved by engineer or owner's representative prior to delivery and/or installation.

Trail Contractor shall leave trails and the adjacent area in a finished and natural-looking condition and minimize disturbance to permanent existing vegetation to the extent possible in coordination with general contractor, topsoil spreading, and irrigation and landscape installation.

All excavated material generated during trail construction must be used in the trail, or dispersed and blended into surrounding terrain, or removed. No piles of excavated material greater than 6 inches depth shall be left behind.

Where necessary, Trail Contractor may construct shallow porous stormwater infiltration areas and swales adjacent to the trail to manage surface water drainage, provided they are constructed in an appropriate manner and do not create a hazard.

#### Trail Alignments

The trail plan is diagrammatic and does not reflect an exact final alignment or dimension for each trail, trail improvement, armoring, or trail feature. All trail and trail improvement locations and dimensions are approximate.

A 20' offset of the centerline of the provided trail alignment on either side of the trail distinguishes the potential area to which the trail alignment can occur. If a feature such as a tree, unusually large rock or other unforeseen circumstances necessitates moving the trail from provided alignment, notify the Owner's representative of the proposed adjustment of the trail alignment.

All fill slopes used to create berms, jumps, rollers, and other raised features shall be a maximum slope of 3:1.

Contractor shall create an exact final alignment and location for each trail and trail feature. The alignments and locations shall meet appropriate specifications as provided in the construction documents. Trail alignments must be flagged in the field prior to construction.



The alignment, location, design, and construction of each individual trail shall conform to the specifications, intent, character, and description for that specific trail as described in the construction documents.

If conflicts arise in trail alignments, features, armoring, vegetation, landscaping, irrigation, and/or other items, The Contractor is required to immediately contact Owner's Representative for resolution before proceeding.

The Trail Contractor shall work with the Owner's Representative to identify the need to further refine or adjust construction notes, location or types of trails or features, and make minor adjustments as soon as identified by the contractor.

Technical Trail Features (TTF's):

Trail shall include Technical Trail Features in the types and locations called for on the plans and referenced in detail drawings.

The feature location plans are diagrammatic and do not reflect an exact final alignment, location, or dimension for each feature. The Trail Contractor shall determine exact final location and dimension of all TTFs based upon final trail alignment, trail flow, character, difficulty, and surrounding terrain. It is the Trail Contractor's responsibility to ensure that final dimensions of TTFs (height, length, radius, width, etc.) flow appropriately with the speed of travel, other features and surrounding trails.

TTF placements are required to include an optional line or bypass trail that provides users with an open and obvious route to avoid the TTF. Refer to typical details shown on plan set.

All manufactured TTF lengths are linear, not chord lengths.

All manufactured TTF heights are from top of concrete footing or earth anchor to top of decking.

All TTFs to be pre-engineered and designed. TTFs to be American Ramp Company or approved equal.

All manufactured TTFs will be sourced from insured bike park feature manufacturer. Feature manufacturer shall hold product liability insurance.

All TTF's shall be included in this bid item. No payments shall be made for TTF's outside of, or in addition to, this bid item.

Turns:

Completed products shall reflect professional workmanship in appearance, quality, and attention to detail. Trails and features shall be well integrated into site, aesthetically pleasing in appearance, and well-shaped, crafted, and finished according to commonly accepted best practices for high quality and sustainable mountain biking trails. Work must be completed to the satisfaction of the Owner's Representative.

Vertical Undulations

The trails should have vertical undulations such as rollers, jumps, grade reversals, and dips as necessary according to the specifications, drawings, intended riding experience, trail flow, trail speed, and difficulty. Such vertical undulations shall be incidental to the unit rate for trail construction.

### Rock Armoring

Rock armoring of various types is intended to harden the trail surface, provide a more diverse trail surface, act as a "rumble-strip" near intersections, or otherwise to enhance the riding experience and trail sustainability.

Rock-armoring is diagrammatic and does not reflect an exact final location or dimension for each section of armoring. Not all potential armoring segments or locations are indicated. An allowance of armoring has been provided on a per trail basis to be determined in the field as conditions require.

### Trail Corraling

Trail Contractor shall provide speed-reducing features and curves in the trail alignment to slow riders before reaching trail intersections. Contractor shall furnish and install landscape boulders on the trail system where necessary to help anchor the apex of turns, help define and improve intersections, prevent short-cutting, and to otherwise enhance the edge of the trail corridor where necessary. Landscape boulders shall be native rock partially buried into soil a minimum of 50% of the boulders height below grade and per plan.

### Rock Placement at Drainage Crossings

Trail Contractor shall construct a sub-base of crushed rock under the surfacing layer at drainage and Arroyo crossings. Locations for this improvement shall be determined by Owner's Representative. Possible locations include very low-lying terrain where water ponding is probable, significant water drainage crossings, or other areas expected to have very poor drainage. Rock placement must not obstruct flow above or below the drainage crossing. It should be placed in such a way that water runs through the intended channel. Refer to Details 3 and 4 on sheet DT-03.

### Rock Procurement

All rock armoring, rock senders, rock rolls, rock drops, rock gardens, and landscape boulders to be used in trail construction shall first be obtained from on-site stockpiles or designated areas to the extent possible. Given the lack of suitable native stone present on the site, the contractor should anticipate the need to source suitable stone elsewhere. There is a significant amount of field stone available for re use on site.

### Fill Material

Fill needed for trail construction, berms, rollers, or other features may be generated during trail excavation, borrowed from surrounding landscape where appropriate, borrowed from onsite stockpiles, or imported if necessary. Fill material shall be uncontaminated and free of organic material, trash, noxious weeds/seeds, and other objects. Fill material shall be placed, graded, and compacted by Trail Contractor in a manner that will support the intended use. The non-riding surfaces of berms, rollers, landscape mounds, or other terrain enhancements created by the Trail Contractor shall not exceed a 3:1 slope.

### Boulders

Boulders and rocks used for TTFs or landscaping shall have a character and shape consistent with native landscape rock settings. To the greatest extent possible, rocks shall be placed in their final locations with the lichen or weathered side exposed.

### Compaction

All trail sub grades, trail treads, trail surfacing materials, backslopes, rollers, berms, fill, and terrain enhancements shall be compacted to a minimum 90% and in a manner that will support the intended use.

### Sample Trail Section

Contractor shall construct sample segments of a minimum of 50 linear feet of each trail type and 20 square feet of each armoring type as indicated in the construction plans. These sections shall contain a complete sample of the construction methods, materials, and workmanship intended for the project. The Owner's Representative must accept work before additional construction may proceed. Modifications and corrections shall be executed as necessary for acceptance. The accepted samples shall be retained during construction as a standard of work. Accepted samples may be part of the actual trail system. Upon completion of sample, 500' lengths of individual trail may be constructed at a time. Owner's representative to approve 500' section prior to commencement of next section.

Trail Contractor shall thoroughly test ride all trails and trail features, by bike with appropriately skilled rider, to ensure the specified riding experience, design, flow, rhythm, character, difficulty, and specifications are met. Testing shall be performed during the trail alignment and trail feature location process, as well as during construction and following construction, to the extent possible and in consultation with Owner's Representative. Trails and features shall be modified and corrected as necessary until performance specifications are met.

Trail Contractor shall leave trails and the adjacent area in a finished and natural-looking condition and minimize disturbance to permanent existing vegetation to the extent possible in coordination with general contractor, topsoil spreading, and irrigation and landscape installation.

All excavated material generated during trail construction must be used in the trail, or dispersed and blended into surrounding terrain, or removed. No piles of excavated material greater than 6 inches depth shall be left behind. All disturbed areas shall be restored with topsoil, matting, and seed.

The Trail Contractor shall be responsible for fine grading and positive drainage away from all trails and trail features. No impoundments nor ponding of surface water shall be allowed.

Where necessary, Trail Contractor may construct shallow porous detention basins adjacent to the trail to manage surface water drainage, provided they are constructed in an appropriate manner and do not create a hazard.

### **METHOD OF MEASUREMENT**

Chip Seal Trail shall be measured by the linear foot quantity, complete in the field, as listed in the proposal page without measurement thereof.

### **BASIS OF PAYMENT**

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

### **BID ITEM 90004 – DITCH CHECK**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, and construct a ditch check per Wisconsin Department of Natural Resources Tech Standard 1062.

Ditch checks shall be placed as shown on the plans or as directed in the field by the Engineer. Ditch checks shall be maintained after rain events. If sumps are utilized they shall be cleared when the work/restoration has moved beyond the receiving sump.

**METHOD OF MEASUREMENT**

Ditch Check shall be measured as each, complete in the field.

**BASIS OF PAYMENT**

Ditch Check 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.



# Madison Parks Division

210 Martin Luther King, Jr. Blvd., Room 104  
PO Box 2987  
Madison, WI 53701-2987  
608-266-4711 • cityofmadison.com/parks



March 30, 2022

## NOTICE OF ADDENDUM ADDENDUM NO. 1

**CONTRACT NO. 9151**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

### Revise Proposal Page

Add the following quantity:

10701	TRAFFIC CONTROL	1.0	LS
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Revise Special Provisions as follows:

Under **SECTION 107.7:**     **MAINTENANCE OF TRAFFIC**

Add the following:

“The project runs parallel to the existing paved Cannonball Bike Path which has heavy pedestrian and bike traffic. The Contractor shall avoid using the paved path and shall only utilize the paved surface when the Engineer approves. When operating equipment on or near the paved path the Contractor shall use flaggers as needed. The contractor shall not close or block the paved path at any time.”

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder’s Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

March 30, 2022

Eric Knepp, Parks Superintendent

Lisa Laschinger, Assistant Parks Superintendent for Eric Knepp



# Madison Parks Division

210 Martin Luther King, Jr. Blvd., Room 104  
PO Box 2987  
Madison, WI 53701-2987  
608-266-4711 • cityofmadison.com/parks



April 6, 2022

## NOTICE OF ADDENDUM ADDENDUM NO. 2

**CONTRACT NO. 9151**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

### SPECIAL PROVISIONS:

Remove and replace page A-1. The bid period has been extended by one week: prequalification application, bid submission, and bid open dates have changed. This information is listed, below, and has been added to the Specifications and Plan Sets area on Bid Express.

PROJECT NAME:	CANNONBALL SINGLE TRACK TRAIL IMPROVEMENTS 2022
CONTRACT NO.:	9151
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	4/7/22
BID SUBMISSION (2:00 P.M.)	4/14/22
BID OPEN (2:30 P.M.)	4/14/22
PUBLISHED IN WSJ	3/17/22, 3/24/22 & 3/31/22

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

  
Eric Knapp, Parks Superintendent

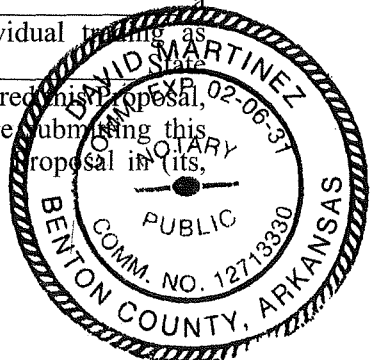
**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**CONTRACT TITLE CANNONBALL SINGLE TRACK TRAIL IMPROVEMENTS 2022**

**CONTRACT NO. 9151**

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 - 2022 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. 1 through 6 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 Rock Solid Trail Contracting, LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Michigan a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ of \_\_\_\_\_; that I have examined and carefully prepared this proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this proposal in (its, their) behalf, and that the said statements are true and correct.



[Signature]  
 SIGNATURE  
President  
 TITLE, IF ANY

Sworn and subscribed to before me this 7 day of April, 2022

[Signature]  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 02-06-31

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

Contract 9151 – Rock Solid Trail Contracting, LLC

### **Section F: Best Value Contracting (BVC)**

This section is a required document for the bid to be considered complete. There are two methods for completing the Best Value Contracting (BVC) form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal for BVC (click in box below to choose) \*

I will submit Bid Express fillable online form (BVC).

### **Best Value Contracting**

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.  
Mountain bike trail builder

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 and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

**CONTRACT NO. 9151**

**Small Business Enterprise Compliance Report**

**This information may be submitted electronically through Bid Express or submitted with bid in sealed envelope.**

**Cover Sheet**

Prime Bidder Information

Company:	Rock Solid Trail Contracting, LLC
Address:	PO Box 139, Copper Harbor, MI, 49918
Telephone Number:	651-238-3292
Fax Number:	
Contact Person/Title:	Jon Schubbe, Vice President

Prime Bidder Certification

Name:	Aaron Rogers
Title:	President
Company:	Rock Solid Trail Contracting, LLC

I certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

Jon Schubbe  
Witness' Signature  
4/7/2022  
Date

Aaron Rogers  
Bidder's Signature

**CONTRACT NO. 9151**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		_____ %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal Contractors who are suppliers:</b>		_____ % x 0.6 = _____ % (discounted to 60%)

**Total Percentage of SBE Utilization:** 0 %.

**CANNONBALL SINGLE TRACK TRAIL IMPROVEMENTS 2022**

CONTRACT NO. 9151

DATE: 4/7/22

**Rock Solid Trail Contracting,  
LLC**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10911 - MOBILIZATION - LS	1.00	\$12,500.00	\$12,500.00
20217 - CLEAR STONE - TON	42.00	\$40.00	\$1,680.00
20401 - CLEARING (UNDISTRIBUTED) - ID	544.00	\$10.79	\$5,869.76
20406 - GRUBBING (UNDISTRIBUTED) - ID	351.00	\$10.79	\$3,787.29
20703 - TEMPORARY SEEDING - SY	2410.00	\$0.33	\$795.30
21002 - EROSION CONTROL INSPECTION - EA	5.00	\$110.00	\$550.00
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$2,000.00	\$2,000.00
21014 - CLEAR STONE BERM (DITCH CHECK) - EA	5.00	\$340.00	\$1,700.00
21045 - INLET PROTECTION, TYPE A - COMPLETE - EA	2.00	\$315.00	\$630.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - SY	2410.00	\$15.00	\$36,150.00
90000 - CONSTRUCTION FENCE (PLASTIC) - LF	480.00	\$1.61	\$772.80
90001 - TRADITIONAL WIDTH ENHANCED TREAD TRAIL - LF	957.00	\$13.00	\$12,441.00
90002 - MOUNTAIN BIKE OPTIMIZED (MBO) NATURAL SURFACE TRAIL - LF	2027.00	\$10.00	\$20,270.00
90003 - CHIP SEAL TRAIL - LF	1273.00	\$28.00	\$35,644.00
90004 - CHIP SEAL TRAIL WITH FEATURES - LF	1892.00	\$47.55	\$89,964.60
90005 - DITCH CHECK - EA	12.00	\$366.00	\$4,392.00
10701 - TRAFFIC CONTROL - LS	1.00	\$840.00	\$840.00
17 Items	Totals		\$229,986.75

## **SECTION G: BID BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

### **CANNONBALL SINGLE TRACK TRAIL IMPROVEMENTS 2022 CONTRACT NO. 9151**

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

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.

Seal PRINCIPAL

Rock Solid Trail Contracting, LLC

Name of Principal

  
By

4/7/22  
Date

Aaron Rogers - President  
Name and Title

Seal SURETY

Merchants National Bonding, Inc.

Name of Surety


  
By

April 6, 2022  
Date

Rita Jorgenson, Attorney-in-Fact  
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 6984374 for the year 2022, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

April 6, 2022  
Date

  
Agent Signature

3246 E Hwy 7  
Address

Montevideo, MN 56265  
City, State and Zip Code

320-269-8546  
Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally comes \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

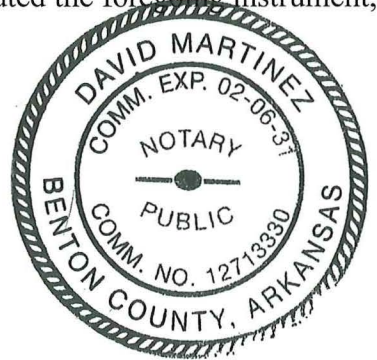
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)**

State of Arkansas }  
County of Benton }

On this 7 day of April, in the year 2022, before me personally come(s) Aaron William Rogers, to me known, who being duly sworn, deposes and says that he/she resides in the City of Bentonville that he/she is the President of the Rock Solid Trail Contracting, LLC, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.



David Martinez  
Notary Public

**MERCHANTS**  
**BONDING COMPANY**<sup>™</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,  
Jack Anderson; Rita Jorgenson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

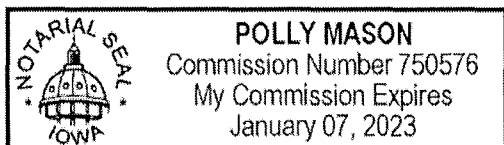


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

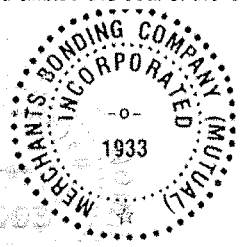
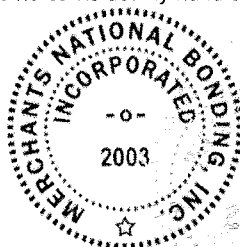


*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of April, 2022.



*William Warner Jr.*  
Secretary



# ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

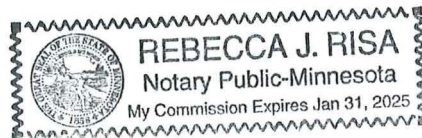


On this 6th day of April, 2022, before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Merchants National Bonding, Inc.**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

**NOTARY PUBLIC**

My Commission Expires

1/31/2025



## SECTION H: AGREEMENT

THIS AGREEMENT made this 16th day of May in the year Two Thousand and Twenty-Two between ROCK SOLID TRAIL CONTRACTING, LLC hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MAY 10, 2022, 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:

### CANNONBALL SINGLE TRACK TRAIL IMPROVEMENTS 2022 CONTRACT NO. 9151

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 TWO HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED EIGHTY-SIX AND 75/100 (\$229,986.75) 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, qualifications 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)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

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

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

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

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

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

**c. Exemptions:** This section shall not apply when:

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

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

**CANNONBALL SINGLE TRACK TRAIL IMPROVEMENTS 2022  
CONTRACT NO. 9151**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

ROCK SOLID TRAIL CONTRACTING, LLC

Company Name

*Paul Spooner* 20220523  
Witness Date

*[Signature]* 5/23/22  
President Date

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

*[Signature]* 6/23/22  
Finance Director Date

*Michael Huss* 6/23/22  
City Attorney Date

*[Signature]* 6/23/22  
Witness Date

*[Signature]* 6/23/22  
Mayor Date

*[Signature]* 6/10/22  
Witness Date

*[Signature]* 6-10-2022  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we ROCK SOLID TRAIL CONTRACTING, LLC as principal, and Merchants National Bonding, Inc., Company of PO Box 14498, Des Moines, IA 50306-3498 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWO HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED EIGHTY-SIX AND 75/100 (\$229,986.75) 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:

**CANNONBALL SINGLE TRACK TRAIL IMPROVEMENTS 2022  
CONTRACT NO. 9151**

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 16th day of May, 2022.

Countersigned:

ROCK SOLID TRAIL CONTRACTING, LLC  
Company Name (Principal)

Kimberly Skuman  
Witness

[Signature]  
President Seal

Secretary

Approved as to form:

Merchants National Bonding, Inc.  
Surety Seal

Michael Haas  
City Attorney

By [Signature]  
Attorney-in-Fact Rita Jorgenson

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6984374 for the year 2022, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 16, 2022  
Date

[Signature]  
Agent Signature Rita Jorgenson

Agent:  
ACORA Surety & Insurance Services, LLC  
PO Box 506  
Montevideo, MN 56265  
Ph: 320-269-8546



**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally comes \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)**

State of Arkansas }  
County of Benton }

On this 19 day of May, in the year 2022, before me personally come(s) Aaron Rogers, to me known, who being duly sworn, deposes and says that he/she resides in the City of Bentonville that he/she is the President of the Rock Solid Trail Contracting LLC, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.



David Martinez  
Notary Public



# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

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their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

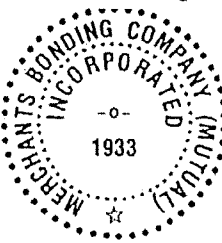
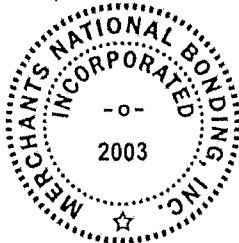
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In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

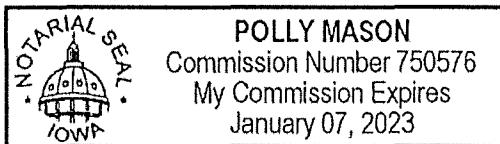


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

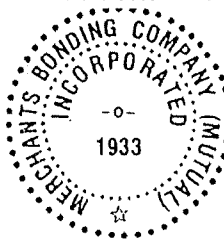


*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of May, 2022.



*William Warner Jr.*  
Secretary

# ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA



On this 16th day of May, 2022, before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Merchants National Bonding, Inc.**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

**NOTARY PUBLIC**

My Commission Expires 1/31/2025

