

\$800,862.00

BID OF OHG CONSTRUCTION, LLC

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

YAHARA HILLS GOLF COURSE PUMP STATION AND IRRIGATION
IMPROVEMENTS

CONTRACT NO. 9550

MUNIS NO. 15452-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON FEBRUARY 11, 2025

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**YAHARA HILLS GOLF COURSE PUMP STATION AND IRRIGATION
IMPROVEMENTS**

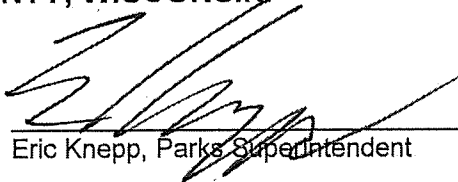
CONTRACT NO. 9550

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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

EK: ak

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:	Yahara Hills Golf Course Pump Station and Irrigation Improvements
CONTRACT NO.:	9550
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	December 12, 2024
MANDATORY PRE BID VIRTUAL MEETING (11:00 A.M.)	November 21, 2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	December 12, 2024
BID SUBMISSION (2:00 P.M.)	December 19, 2024
BID OPEN (2:30 P.M.)	December 19, 2024
PUBLISHED IN WSJ	10/31, 11/7, 11/14, 11/21, 11/28, 12/5, 12/12/24

MANDATORY PRE BID MEETING: Interested contractors shall attend a virtual pre bid meeting. Project staff will present information about the project specific to the bidding process. Staff will answer any questions you may have. The attendee list will be posted afterward as a contract addendum for reference.. Advance registration is required.

<https://cityofmadison.zoom.us/j/88553338210?pwd=xFxbwezxbjYv4mrOYofK9.1>

Questions regarding the mandatory pre bid meeting may be directed to Adam Kaniewski, Project Manager. Adam may be reached at (608) 261-4281, or by email, akaniewski@cityofmadison.com.

CONTRACTOR SITE VISITS: While not required, interested contractors may visit the site with prior notice. Please contact Dave Vetrovec, Golf Director, at dvetrovec@cityofmadison.com or (608)-266-4710 to schedule a site visit.

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on the website, 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.

Bids may be submitted online through Bid Express or in person at 1600 Emil St. The bids will be posted online 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 - 2024 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.

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). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

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 <https://www.cityofmadison.com/civil-rights/contract-compliance>.

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. 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

CONTRACT NO. 9550

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 102.1: PREQUALIFICATION OF BIDDERS

The work associated with the construction of golf course irrigation system, pump station, and wet well features in this project has necessitated the implementation of a new prequalification category:

399 – Irrigation System Installer

The contract will be awarded to the lowest responsible bidder where the General Contractor meet the requirements of category 399 Irrigation System Installer.

Attachment 1 contains a detailed list of submission requirements to obtain prequalification under #399.

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 \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104: SCOPE OF WORK

The objective of these specifications is to decommission the existing irrigation pump station, remove the pump motors, and cover the existing wet well. The contractor will provide and install a complete Watertronics irrigation pump station, including the equipment pad, wet well, intake flume/screen, and a prefabricated pump station enclosure powered by the existing transformer. Additionally, the irrigation system will be adjusted to align with revised golf course boundaries, with components cut, capped, sealed, and added/adjusted as indicated on the drawings. The contractor is also responsible for surveying all property boundaries. The system must meet the satisfaction of the project Engineer, and Irrigation Consultant. These specifications must be diligently followed in all respects.

This project consists of:

- Removal of existing Pump Station building
- Irrigation Pump Station Installation
 - Composite Pump Station Enclosure
 - Pump Logic Controls
 - Equipment pad and wet well
 - 24" Intake Smoothbore Flume and Intake Screen
 - Drop Z-Pipe, mainline Pipe/Connections, and Mainline Valves
 - Electrical Service
- Modification of existing and installation of new irrigation components
 - Removal of existing irrigation components
 - New sprinklers with PVC laterals, swing joints, and control wiring
 - PVC cut, cap and seal for revised golf irrigation routing
 - Associated fittings and backfill

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

SECTION 104.4: 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.

Routing of the pipe and cable are diagrammatic and the Contractor shall make field adjustments as necessary to ensure full irrigation coverage of the revised fairways and greens. The Engineer reserves the right to direct routing changes from those shown in the plans where, but not limited to; ledges, boulders or other obstacles impede installation. Minor changes to the irrigation design and layout, including nozzle selections, shall not affect the cost or time limits of the work.

SECTION 105.1: AUTHORITY OF THE ENGINEER

The project 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.

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

The Contractor shall be responsible for setting all lines and/or grades required to complete the work.

SECTION 105.12: COOPERATION BY CONTRACTOR

Utilities may exist on site. The Contractor shall perform a One Call through Digger's Hotline 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.

The Contractor shall attend a pre-construction meeting prior to the start of construction. The City may determine that this meeting shall be held via remote conferencing and will provide a method to remote conference the preconstruction meeting if necessary.

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 the existing utilities, concrete curb, sidewalk or asphalt pavement. Care shall be taken to limit damage to turf areas. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

All open trenches and excavations must be marked and protected on a daily basis. Protection will include barriers and plywood covers over excavations and other necessary procedures to protect the public and other Contractors from the danger of construction activities.

The entire site must be left in a clean and safe condition at the end of each workday. "Clean and safe" will be at the discretion of the Engineer and the Irrigation Consultant. The Contractor shall appoint a supervisor who shall be responsible for all safety measures, as well as for compliance with all applicable governmental laws, ordinances, rules and regulations such as, for example, "OSHA" and "Right to Know" legislation and all city, county and state codes.

Contractor shall complete work each day to allow the system to operate at night to water the entire golf course (as required by the Engineer). Contractor shall coordinate with the Engineer on a daily basis as to the operational status of the existing irrigation system. Furthermore, the Contractor shall water and maintain all new and replaced turf until the time of acceptance of the new irrigation work.

SECTION 105.13: ORDER OF COMPLETION

It is anticipated that some materials necessary for the prosecution of the work have long lead times and will require ordering well in advance of the commencement of on-site construction. The Contractor shall submit to the Engineer a detailed construction schedule showing the sequence of anticipated dates of all construction operations, as well as a staging plan for approval by the City. The construction schedule is subject to the review and approval of the Engineer.

SECTION 108.2: PERMITS

It shall be the responsibility of the Contractor to identify and obtain permits needed for construction. Anticipated permits include, but are not limited to, electrical permit and plumbing permit.

The Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction.

The Contract shall note that street sweeping shall be incidental to this contract and will not be paid as a separate bid item. The Contractor is responsible for cleaning any material tracked into the street.

The Contractor shall meet the conditions of the permits specified in these Special Provisions, or as directed by the Engineer or their designees.

SECTION 109.2: PROSECUTION OF THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Ordering materials for this project shall be considered construction. 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.

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

SECTION 109.7: TIME OF COMPLETION

It is anticipated that the City of Madison will issue a Start to Work letter on or about February 21, 2025. It is anticipated that some materials necessary for the prosecution of the work have long lead times and will require ordering well in advance of the commencement of on-site construction. On-site construction shall begin no earlier than August 4, 2025. Work under the contract shall be substantially complete by November 28, 2025.

BID ITEM 90000 – FURNISH AND INSTALL IRRIGATION PUMP STATION

DESCRIPTION

Provide all work to furnish and install the Irrigation Pump Station. Installation shall include the composite pump station enclosure, pump logic controls, wet well, 24" intake smoothbore flume and intake screen, drop z-pipe, mainline pipe/connections, and mainline valves. Refer to Attachment 3 for specifications.

The Contractor shall transfer electrical service from the existing pump station to the Exterior Mounted Service Disconnect on the new pump station. Work shall be performed by a licensed electrician in the State of Wisconsin. Conduit proposed for use shall be approved in writing by the Engineer prior to beginning work on the project. Electrical conduit shall be installed in accordance with Section 602.3(b) of the Standard Specifications. This work shall be considered incidental to this bid item.

Provide all work to furnish and install a 4-inch concrete equipment pad over Crushed Aggregate Base Course, Gradation No. 2. Concrete to include fiber mesh reinforcement. Refer to Article 301 of the Standard Specifications for concrete work. Refer to Article 401 of the Standard Specifications for Crushed Aggregate Base Course requirements.

Concrete pad shall be set at a level grade. Location and orientation of pad shall be set in alignment with new wet well and intake pipe. Contractor shall stake proposed pad location for approval by the Engineer prior to pad construction.

Area surrounding the concrete pad shall be graded to drain away from concrete pad. Excavation of existing soil and grading of the surrounding area shall be considered incidental to this bid item. All disturbed areas shall be seeded. Seed to be provided by the City of Madison.

Contractor shall provide protection of the concrete surface from debris and errant golf balls during the curing period. Concrete shall be allowed to cure for a minimum of 30 days prior to any load being placed on it.

The diagrammatic Plans and Specifications contain a design build element and are intended to include everything obviously requested and necessary to do the proper installation of the work, whether each

necessary item is mentioned herein or not, unless otherwise specified in writing the contractor is expected to provide for the same.

Restoration of disturbed turf areas due to transport and installation of the pump station and associated items at the final location is the responsibility of the Contractor and is incidental to this bid item.

Any clearing and grubbing required for installation of the irrigation pump station shall be incidental to this bid item. Refer to Article 204 of the Standard Specifications for clearing and grubbing requirements.

METHOD OF MEASUREMENT

Furnish and Install Irrigation Pump Station shall be measured by lump sum.

BASIS OF PAYMENT

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

BID ITEM 90001 – IRRIGATION SYSTEM MODIFICATIONS

DESCRIPTION

Provide all work to furnish and install irrigation system modifications. Installation shall include the removal of existing irrigation components; cutting, capping and sealing existing PVC pipe for the revised golf irrigation routing; installation of new PVC laterals, sprinklers, swing joints, fittings, and control wiring; and all associated earthwork and turf restoration. Refer to Attachment 3 for specifications.

The Plans and Specifications are diagrammatic and not all components necessary to provide an operational irrigation system are identified. The Contractor is required to complete the system configuration and installation in the field as existing conditions require. Whether each necessary item is mentioned herein or not, unless otherwise specified in writing, the Contractor shall provide all components to complete an operational system as described in these documents.

Contractor shall stockpile removed equipment on site as directed by the Engineer. The Contractor shall also remove and stockpile existing controllers and controller pads – as applicable. The Owner is responsible for disposing of all removed irrigation equipment.

Restoration of disturbed turf areas due to installation of irrigation system modification items are the responsibility of the Contractor and are incidental to this bid item. The Contractor is responsible for offsite disposal of all earthwork spoils.

METHOD OF MEASUREMENT

Irrigation System Modifications shall be measured by lump sum.

BASIS OF PAYMENT

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

BID ITEM 90002 – DEMOLITION OF STRUCTURES

DESCRIPTION

Work under this item shall include all labor, materials, equipment and incidentals necessary to complete removal and proper disposal, unless otherwise noted, of the existing pump station, wet well, and intake pipe. Demolition shall be in accordance with Article 203 of the Standard Specifications. This item shall include but not be limited to all of the following:

- Removal and disposal of the pump station structure and slab, pump station mechanicals, wet well structures, and intake pipe.
- Testing and abatement of hazardous materials has not been completed. If materials are discovered during the demolition process, the Contractor shall remove all hazardous materials and dispose of them in compliance with current local, state and federal guidelines. Removal of hazardous materials shall be performed by qualified and licensed Contractors only.

The Line Conditioner in the existing pump station shall be salvaged and provided to the Parks Division.

Restoration of existing pump station area is the responsibility of the Contractor and is incidental to this bid item. Restoration shall provide adequate drainage and safety for golf course users.

METHOD OF MEASUREMENT

Demolition of Structures shall be measured as lump sum for all of the items listed above.

BASIS OF PAYMENT

Demolition of Structures 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.

ATTACHMENT 1 PRE-QUALIFICATION SUBMISSION REQUIREMENTS FOR
CATEGORY #399 IRRIGATION SYSTEM INSTALLER

The scope of the construction of a golf course irrigation pump station and irrigation improvements requires extensive knowledge and experience constructing golf course irrigation systems for public land owners such as large municipalities.

Submittal Item #1 – Project Qualifications to the Project Engineer

A resume of qualifications shall be submitted to determine if the Contractor performing the work will be prequalified under item #399, Irrigation System Installer.

The Contractor performing the work shall submit documentation demonstrating that they clearly meet the minimum qualifications as stated below:

- Contractor must have a minimum of twelve (12) years installing golf course irrigation systems and pump stations of comparable size. Years of experience must be verifiable and properly demonstrated in the "Project Reference Sheet".
- Contractor must have completed a minimum of twelve (12) golf course irrigation projects of a comparable or larger size in the last three (3) years.
- Contractor must have completed a minimum of three (3) golf course irrigation projects for Public Agencies in the last five (5) years. Two (2) of which must include installation of a pump station. Project references must be related to Public Works Projects or work performed for Public Agencies. Volunteer or Private project experience will not be considered. Project references should include those with a project budget over \$150,000.
- Recommended that a contractor be current "Irrigation Contractor" member of the Golf Course Builders Association of America or demonstrate equivalent certification and experience.

Submission of qualifications shall be made to the Project Engineer on or before December 12, 2024 at 12:00pm. The Engineer shall then respond to the Contractor accepting or denying qualification and eligibility to bid on the project by December 16, 2024. No submittals received after December 12, 2024 shall be considered. The contact information for the Engineer is:

Adam Kaniewski
City of Madison- Parks Division
330 E Lakeside St.
Madison, WI 53715
akaniewski@cityofmadison.com

Submittal Item #2 – Online Application

Contractors shall note that prequalification applications shall be submitted online no later than December 12, 2024. The prequalification application requires an Affirmative Action Plan be approved and on file. Contractors shall have an approved prequalification prior to bid opening. Prequalification applications and Affirmative Action Plans may be applied for online at the following address:

<https://elam.cityofmadison.com/citizenaccess/default.aspx>

More information on AA plans and contractor prequalification can be found here:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified>

<https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/public-works-aa-plan>

All bids that are provided without the Contractor supplying this information as specified in Special Provision Section 102.1 – Prequalification of Bidders shall be considered non-responsive.



Madison Parks Division

330 E. Lakeside St.
Madison, WI 53715
608-266-4711 • cityofmadison.com/parks

MADISON PARKS

11/18/2024

NOTICE OF ADDENDUM ADDENDUM 1

CONTRACT NO. 9550

YAHARA HILLS GOLF COURSE PUMP STATION AND IRRIGATION IMPROVEMENTS

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

ITEM 1 – MANDATORY PRE BID VIRTUAL MEETING DATE (PAGE A-1)

Change date to November 20, 2024 at 11:00 AM CST.

ITEM 2 – PRE BID VIRTUAL MEETING LINK (PAGE A-1)

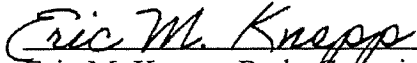
Change meeting link to meeting registration link.

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 website 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 M. Knepp, Parks Superintendent

CC:
Adam Kaniewski, Project Manager

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:	Yahara Hills Golf Course Pump Station and Irrigation Improvements
CONTRACT NO.:	9550
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	December 12, 2024
MANDATORY PRE BID VIRTUAL MEETING (11:00 A.M. CST)	November 20, 2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	December 12, 2024
BID SUBMISSION (2:00 P.M.)	December 19, 2024
BID OPEN (2:30 P.M.)	December 19, 2024
PUBLISHED IN WSJ	10/31, 11/7, 11/14, 11/21, 11/27, 12/5, 12/12/24

MANDATORY PRE BID MEETING: Interested contractors shall attend a virtual pre bid meeting. Project staff will present information about the project specific to the bidding process. Staff will answer any questions you may have. The attendee list will be posted afterward as a contract addendum for reference.. Advance registration is required.

<https://cityofmadison.zoom.us/meeting/register/tZwocuqrrTMOg9T0CDBqzDJhUblCiTxxd5rY>

Questions regarding the mandatory pre bid meeting may be directed to Adam Kaniewski, Project Manager. Adam may be reached at (608) 261-4281, or by email, akaniewski@cityofmadison.com.

CONTRACTOR SITE VISITS: While not required, interested contractors may visit the site with prior notice. Please contact Dave Vetrovec, Golf Director, at dvetrovec@cityofmadison.com or (608)-266-4710 to schedule a site visit.

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on the website, 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.

Bids may be submitted online through Bid Express or in person at 1600 Emil St. The bids will be posted online 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 - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.



Madison Parks Division

330 E. Lakeside St.
Madison, WI 53715
608-266-4711 • cityofmadison.com/parks

MADISON PARKS

12/06/2024

NOTICE OF ADDENDUM ADDENDUM 2

CONTRACT NO. 9550

YAHARA HILLS GOLF COURSE PUMP STATION AND IRRIGATION IMPROVEMENTS

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

ITEM 1 – REVISED IRRIGATION PUMP STATION (SHEET LI-4)

Revised irrigation pump station detail to show minimum depths for the wet well installation.

ITEM 2 – INFORMATION REGARDING DEWATERING OF THE POND

It has been noted by the maintenance staff that the pond has not been dewatered to their knowledge and the contractor shall be responsible for dewatering the pond.

ITEM 3 – INFORMATION REGARDING POND LINER

It has been noted by the maintenance staff that the pond is not lined.

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 website at:

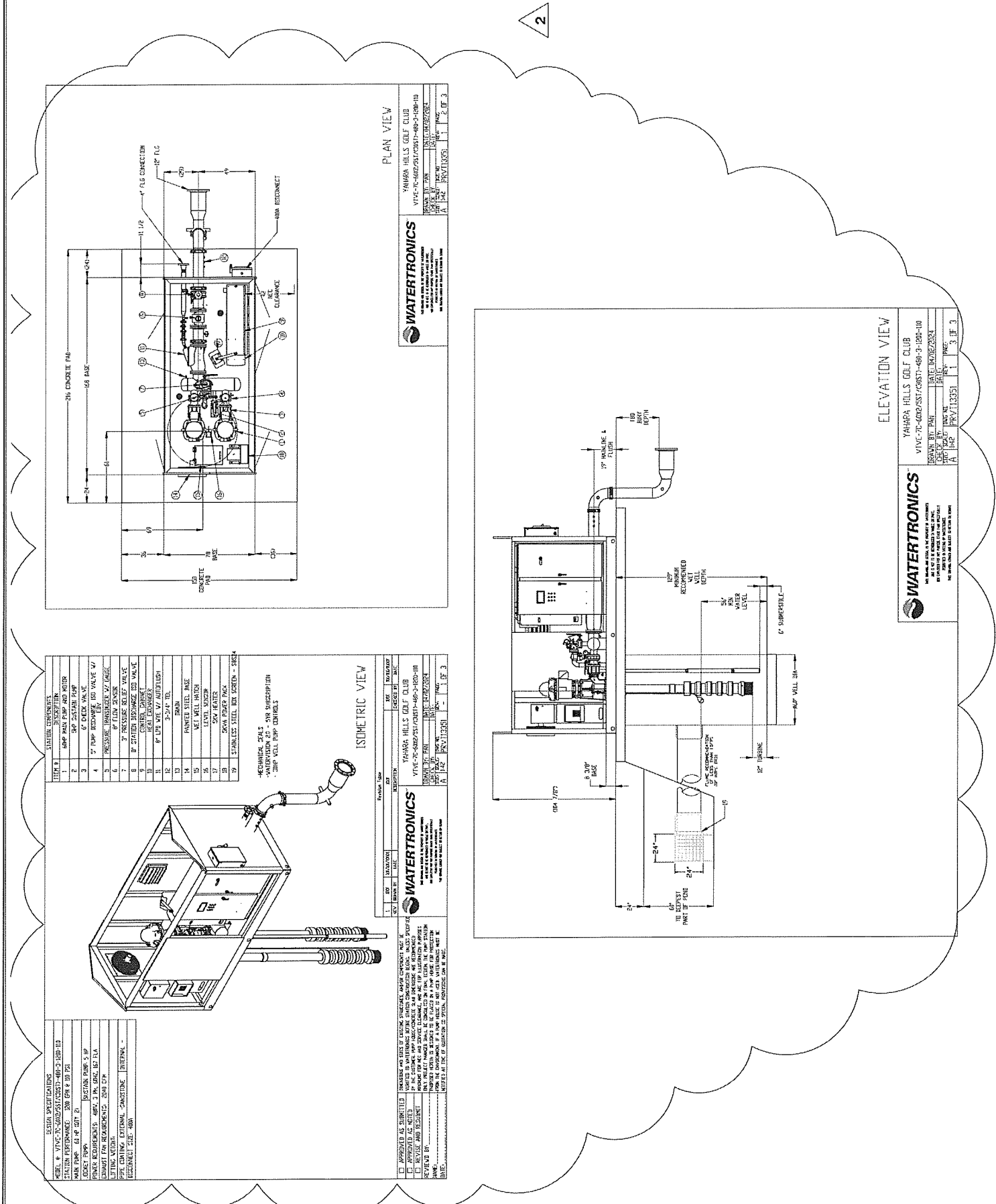
<http://www.bidexpress.com>

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.

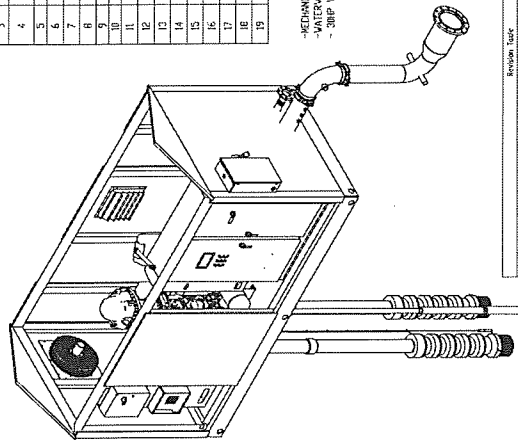

Eric M. Knepp, Parks Superintendent

CC:

Adam Kaniewski, Project Manager



DESIGN SPECIFICATIONS
MODEL # VIVE-7C-6062/351/C0817-406-3-1200-10
STATION PERFORMANCE 1800 GPM @ 110 PSI
MAIN PUMP 60 HP QTY. 2
ADJET PUMP SUSTAIN PUMP'S HP
POWER REQUIREMENTS 480V, 3 PH, 60HZ, 3W TLA
EXHAUST FAN REQUIREMENTS 200A CFM
LIFTING WEIGHT
PIPE COATING EXTERNAL - SANDSTONE INTERNAL -
DISCONNECT SIZE 400A



ISOMETRIC VIEW

ITEM #	DESCRIPTION
1	60HP MAIN PUMP AND MOTOR
2	5HP SUSTAIN PUMP
3	5" CHECK VALVE
4	5" PUMP DISCHARGE (SI) VALVE W/
5	PRESSURE TRANSDUCER W/ GAUGE
6	8" FLOW SENSOR
7	3" PRESSURE RELIEF VALVE
8	8" STATION DISCHARGE (SI) VALVE
9	CONTROL CABINET
10	HEAT EXCHANGER
11	8" LPD VTE W/ AUTOFLUSH
12	3-3/4" TIL
13	BRAIN
14	PAINTED STEEL BASE
15	MET VELL-WICH
16	LEVEL SENSOR
17	SKIN HEATER
18	SKIN PUMP PACK
19	STAINLESS STEEL BOX SCREEN - 324

-MECHANICAL SEALS
-WATERPROOF 28" - 5HP SUBSCRIPTION
- 300" VELL PUMP CONTROLS

REV	DATE	DESCRIPTION	BY	CHKD	REVISED
1	1/14	1/14	1/14	1/14	1/14
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APPROVED AS SUBMITTED
APPROVED AS NOTED
REVISIT AND RESUBMIT
REVIEWED BY
DATE

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APPROVED AS SUBMITTED
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REVISIT AND RESUBMIT
REVIEWED BY
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16	1/14	1/14	1/14	1/14	1/14
17	1/14	1/14	1/14	1/14	1/14
18	1/14	1/14	1/14	1/14	1/14
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REV	DATE	DESCRIPTION	BY	CHKD	REVISED
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Madison Parks Division

330 E. Lakeside St.
Madison, WI 53715
608-266-4711 • cityofmadison.com/parks

**MADISON
PARKS**

12/13/2024

NOTICE OF ADDENDUM ADDENDUM 3

CONTRACT NO. 9550

YAHARA HILLS GOLF COURSE PUMP STATION AND IRRIGATION IMPROVEMENTS

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

ITEM 1 – CHANGED PRE-BID MEETING TO OPTIONAL (PAGE A-1)

ITEM 2 – CHANGED BID OPENING DATE TO JANUARY 16, 2025 (PAGE A-1)

ITEM 3 – CHANGED PREQUALIFICATION DEADLINE TO JANUARY 9, 2025 (PAGE A-1)

ITEM 4 - CHANGED BVC RATES IN SECTION D 102.11 (PAGE D-1)

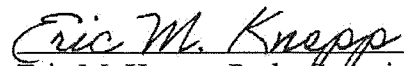
ITEM 5 - CHANGED PREQUALIFICATION DATES IN ATTACHMENT 1 (PAGE 1)

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 website 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 M. Knepp, Parks Superintendent

CC:
Adam Kaniewski, Project Manager

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:	Yahara Hills Golf Course Pump Station and Irrigation Improvements
CONTRACT NO.:	9550
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	December 12, 2024
OPTIONAL PRE BID VIRTUAL MEETING (11:00 A.M. CST)	November 20, 2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	January 9, 2025
BID SUBMISSION (2:00 P.M.)	January 16, 2025
BID OPEN (2:30 P.M.)	January 16, 2025
PUBLISHED IN WSJ	10/31, 11/7, 11/14, 11/21, 11/27, 12/5, 12/12, 12/19, 12/26/24, 1/2, & 1/9/2025

OPTIONAL PRE BID MEETING: Interested contractors shall attend a virtual pre bid meeting. Project staff will present information about the project specific to the bidding process. Staff will answer any questions you may have. Advance registration is required.

<https://cityofmadison.zoom.us/join/8tZwocugrrTMOg9T0CDBqzDJhUblCiTxxd5rY>

Questions regarding the optional pre bid meeting may be directed to Adam Kaniewski, Project Manager. Adam may be reached at (608) 261-4281, or by email, akaniewski@cityofmadison.com.

CONTRACTOR SITE VISITS: While not required, interested contractors may visit the site with prior notice. Please contact Dave Vetrovec, Golf Director, at dvetrovec@cityofmadison.com or (608)-266-4710 to schedule a site visit.

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on the website, 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.

Bids may be submitted online through Bid Express or in person at 1600 Emil St. The bids will be posted online 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 - 2024 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,

SECTION D: SPECIAL PROVISIONS

CONTRACT NO. 9550

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 102.1: PREQUALIFICATION OF BIDDERS

The work associated with the construction of golf course irrigation system, pump station, and wet well features in this project has necessitated the implementation of a new prequalification category:

399 – Irrigation System Installer

The contract will be awarded to the lowest responsible bidder where the General Contractor meet the requirements of category 399 Irrigation System Installer.

Attachment 1 contains a detailed list of submission requirements to obtain prequalification under #399.

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 \$76,500 for a single trade contract; or equal to or greater than \$373,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104: SCOPE OF WORK

The objective of these specifications is to decommission the existing irrigation pump station, remove the pump motors, and cover the existing wet well. The contractor will provide and install a complete Watertronics irrigation pump station, including the equipment pad, wet well, intake flume/screen, and a prefabricated pump station enclosure powered by the existing transformer. Additionally, the irrigation system will be adjusted to align with revised golf course boundaries, with components cut, capped, sealed, and added/adjusted as indicated on the drawings. The contractor is also responsible for surveying all property boundaries. The system must meet the satisfaction of the project Engineer, and Irrigation Consultant. These specifications must be diligently followed in all respects.

This project consists of:

- Removal of existing Pump Station building
- Irrigation Pump Station Installation
 - Composite Pump Station Enclosure
 - Pump Logic Controls
 - Equipment pad and wet well
 - 24" Intake Smoothbore Flume and Intake Screen
 - Drop Z-Pipe, mainline Pipe/Connections, and Mainline Valves
 - Electrical Service
- Modification of existing and installation of new irrigation components
 - Removal of existing irrigation components
 - New sprinklers with PVC laterals, swing joints, and control wiring
 - PVC cut, cap and seal for revised golf irrigation routing
 - Associated fittings and backfill

**ATTACHMENT 1 PRE-QUALIFICATION SUBMISSION REQUIREMENTS FOR
CATEGORY #399 IRRIGATION SYSTEM INSTALLER**

The scope of the construction of a golf course irrigation pump station and irrigation improvements requires extensive knowledge and experience constructing golf course irrigation systems for public land owners such as large municipalities.

Submittal Item #1 – Project Qualifications to the Project Engineer

A resume of qualifications shall be submitted to determine if the Contractor performing the work will be prequalified under item #399, Irrigation System Installer.

The Contractor performing the work shall submit documentation demonstrating that they clearly meet the minimum qualifications as stated below:

- Contractor must have a minimum of twelve (12) years installing golf course irrigation systems and pump stations of comparable size. Years of experience must be verifiable and properly demonstrated in the “Project Reference Sheet”.
- Contractor must have completed a minimum of twelve (12) golf course irrigation projects of a comparable or larger size in the last three (3) years.
- Contractor must have completed a minimum of three (3) golf course irrigation projects for Public Agencies in the last five (5) years. Two (2) of which must include installation of a pump station. Project references must be related to Public Works Projects or work performed for Public Agencies. Volunteer or Private project experience will not be considered. Project references should include those with a project budget over \$150,000.
- Recommended that a contractor be current “Irrigation Contractor” member of the Golf Course Builders Association of America or demonstrate equivalent certification and experience.

Submission of qualifications shall be made to the Project Engineer on or before January 9, 2025 at 12:00pm. The Engineer shall then respond to the Contractor accepting or denying qualification and eligibility to bid on the project by January 13, 2025. No submittals received after January 9, 2025 shall be considered. The contact information for the Engineer is:

Adam Kaniewski
City of Madison- Parks Division
330 E Lakeside St.
Madison, WI 53715
akaniewski@cityofmadison.com

Submittal Item #2 – Online Application

Contractors shall note that prequalification applications shall be submitted online no later than January 9, 2025. The prequalification application requires an Affirmative Action Plan be approved and on file. Contractors shall have an approved prequalification prior to bid opening. Prequalification applications and Affirmative Action Plans may be applied for online at the following address:

<https://elam.cityofmadison.com/citizenaccess/default.aspx>

More information on AA plans and contractor prequalification can be found here:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified>

<https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/public-works-aa-plan>

All bids that are provided without the Contractor supplying this information as specified in Special Provision Section 102.1 – Prequalification of Bidders shall be considered non-responsive.

Section E: Bidder's Acknowledgement

9550

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid. Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Please select the method of submission below. The form is in the section below to download and upload to the site or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

Method of Submittal for Bidder Acknowledgement (click in box below to choose) *

I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

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

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

Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

☒ Addendum 1

*

☒ Addendum 2

*

☒ Addendum 3

*

☒ Addendum 4

☒ Addendum 5

☒ Addendum 6

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE YAHARA HILLS GOLF COURSE PUMP STATION AND IRRIGATION IMPROVEMENTS

CONTRACT NO. 9550

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 - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of OHG Construction LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

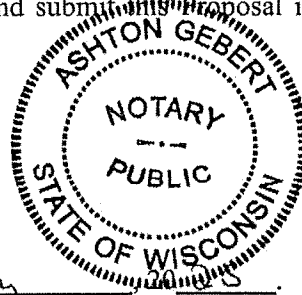
TITLE, IF ANY

Sworn and subscribed to before me this 14 day of January, 2025.

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 4/22/27

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



Best Value Contracting

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

All labor and contractors will be non-apprentice trades

Irrigation installer
Pump station installer

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

☐ Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

☐ No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

☐ Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

☐ First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

☐ Contractor has been in business less than one year.

☐ Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

☐ An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

LIST APPRENTICEABLE 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.

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:	OHG Construction, LLC
Address:	3046 Village Park Dr. Plover, WI 54467
Telephone Number:	608-295-4381
Fax Number:	
Contact Person/Title:	Theran Steindl - Project Manager

Prime Bidder Certification

Name:	Theran Steindl
Title:	Project Manager
Company:	OHG Construction, LLC

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

Theran Steindl

Witness' Signature

Bidder's Signature

1/16/2025

Date

Small Business Enterprise Compliance Report

Summary Sheet

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

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
Clesens	Irrigation Supply	5	%
Reinders Madison	Irrigation Supply	2	%
Watertronics	Pump Supply	25	%
			%
			%
			%

Subtotal Contractors who are suppliers: 32 % x 0.6 = .19 % (discounted to 60%)

Total Percentage of SBE Utilization: 32 %.

**YAHARA HILLS GOLF COURSE PUMP STATION AND IRRIGATION
IMPROVEMENTS**

CONTRACT NO. 9550

DATE: 1/16/25

OHG Construction, LLC

Item	Quantity	Price	Extension
Section B: Proposal Page			
90000 - FURNISH AND INSTALL IRRIGATION PUMP STATION - LS	1.00	\$555,900.00	\$555,900.00
90001 - IRRIGATION SYSTEM MODIFICATIONS - LS	1.00	\$213,350.00	\$213,350.00
90002 - DEMOLITION OF STRUCTURES - LS	1.00	\$31,612.00	\$31,612.00
3 Items	Totals		\$800,862.00

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:

YAHARA HILLS GOLF COURSE PUMP STATION AND IRRIGATION IMPROVEMENTS CONTRACT NO. 9550

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

OHG Construction, LLC

Name of Principal

Charles Halton

By

January 16, 2025

Date

Craig Halton President

Name and Title

Seal SURETY

United Fire & Casualty Company

Name of Surety

Jenny L. Hirth

By

January 16, 2025

Date

Jenny L. Hirth, 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. 6523593 for the year 2025, 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.

January 16, 2025

Date

Jenny L. Hirth

Agent Signature

740 Regent Street, Suite 400

Address

Madison, WI 53715

City, State and Zip Code

262-446-5935

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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

PATRICK A. MCKENNA, KATHRYN A. WEIDNER, JAY A. ZAHN, JENNY L. HIRTH, LYNN E. POTTER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 17th day of October, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of October, 2023

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: 
 Vice President

State of Iowa, County of Linn, ss:

On 17th day of October, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Iowa Notarial Seal
 Commission number 713274
 My Commission Expires 10/26/2025

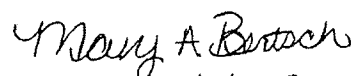


Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 16th day of January, 2025.



By: 
 Assistant Secretary,
 UF&C & UF&I & FPIC

SECTION H: AGREEMENT

THIS AGREEMENT made this 7th day of March in the year Two Thousand and Twenty-Five between **OHG CONSTRUCTION, LLC** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **FEBRUARY 11, 2025**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

YAHARA HILLS GOLF COURSE PUMP STATION AND IRRIGATION IMPROVEMENTS

CONTRACT NO. 9550

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 **EIGHT HUNDRED THOUSAND EIGHT HUNDRED SIXTY-TWO AND NO/100 (\$800,862.00)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.

B. Affirmative Action. 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

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

Article IX

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

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

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

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

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

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

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

b. Requirements. For the duration of this Contract, the Contractor shall:

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

c. Exemptions: This section shall not apply when:

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

YAHARA HILLS GOLF COURSE PUMP STATION AND IRRIGATION IMPROVEMENTS

CONTRACT NO. 9550

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

Countersigned:

Ashty J. [Signature] 2/26/25
Witness Date

Witness Date

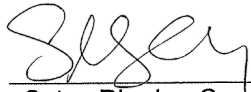
OHG CONSTRUCTION, LLC

Company Name

[Signature] 2/26/25
President Date

Secretary Date

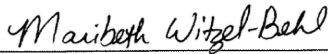
CITY OF MADISON



Satya Rhodes-Conway, Mayor

03/07/2025

Date



Maribeth Witzel-Behl, City Clerk

03/05/2025

Date

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



David P. Schmiedicke, Finance Director

3/7/2025

Date

Approved as to form:



Michael Haas, City Attorney

3/7/2025

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -25-00087, ID No. 86843, adopted by the Common Council of the City of Madison on February 11, 2025.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **OHG CONSTRUCTION, LLC** as principal, and United Fire & Casualty Company Company of Cedar Rapids, IA as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **EIGHT HUNDRED THOUSAND EIGHT HUNDRED SIXTY-TWO AND NO/100 (\$800,862.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

YAHARA HILLS GOLF COURSE PUMP STATION AND IRRIGATION IMPROVEMENTS**CONTRACT NO. 9550**

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 19th day of February, 2025

Countersigned:


Witness

OHG CONSTRUCTION, LLC

Company Name (Principal)


President Seal

Secretary

United Fire & Casualty Company

Surety

☒ Salary Employee ☐ Commission

Seal


By 

Jenny L. Hirth, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6523593 for the year 2025, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

February 19, 2025

Date


Agent Signature

The foregoing Bond has been approved as to form:

3/7/2025
Date

Michael Haas
City Attorney



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

PATRICK A. MCKENNA, KATHRYN A. WEIDNER, JAY A. ZAHN, JENNY L. HIRTH, LYNN E. POTTER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 17th day of October, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of October, 2023

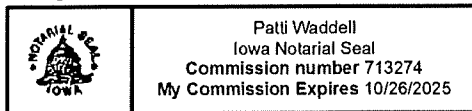


UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
Vice President

State of Iowa, County of Linn, ss:

On 17th day of October, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patli Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 19th day of February, 2025



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC