

Parks, Buildings and Grounds Commission MEETING AGENDA



April 10, 2023 - 5:30 PM
Mayor's Conference Room
3805 S. Casper Dr.

Posted 4/5/2023

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. Approval of the February 13, 2023 Parks, Buildings & Grounds Commission Meeting Minutes
 - B. Approval of the March 14, 2023 Parks, Buildings & Grounds Commission Meeting Minutes
4. **COMMUNICATIONS**
 - A. Prospect Parkway Bridge Donation
5. **NEW BUSINESS**
 - A. Prospect Parkway Bridge project approval
 - B. Parks, Buildings & Grounds Commission Election of Co-Chairman
 - C. Parks, Buildings & Grounds Election of Secretary
6. **TABLED ITEMS**
 - A. Discussion and possible action to approve the request from FireWise BBQ and Mr. P's Grilled Cheese food trucks to sell at Malone Park on Friday May 19th through Sunday, May 21st for a New Berlin Pumas Youth Baseball Tournament that has been approved by the Recreation Department.
7. **UPDATES**
8. **ADJOURN**

Supplemental Information:

- The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.
- It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order.
- You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.
- The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least

48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.

- *It is also possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.*

Parks, Buildings and Grounds Commission MEETING MINUTES



February 13, 2023 - 5:30 PM
Mayor's Conference Room
3805 S. Casper Dr.

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. CALL TO ORDER

Mayor Ament called the Parks, Buildings & Grounds Commission meeting to order at 5:35PM

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Present: Mayor Ament, Alderperson Horbinski, Commissioner Ferrante, Commissioner Rafel, Commissioner Wicihowski

Staff Present: Josh Radomski, Director of Public Works

3. APPROVAL OF MINUTES

A. December 12, 2022 PBG Meeting Minutes

MOTION: Motion to Approve the December 12, 2022 PBG Meeting Minutes

VOTE: Motion by: Commissioner Wicihowski
Second by: Commissioner Rafel
Motion Passed 5-0

4. NEW BUSINESS

A. Recommend to the Common Council the approval of Buena Park Shed Donation

Josh Radomski presented the donation information and noted other groups have made similar donations previously.

MOTION: Motion to Approve the Buena Park Shed Donation

VOTE: Motion by: Commissioner Rafel
Second by: Commissioner Wicihowski
Motion Passed 5-0

B. Mike Harrington - Disc Golf Permits for 2023 Season (Discussion & Action)

MOTION: Motion to Approve the Disc Golf Permits for 2023 Season

VOTE: Motion by: Mayor Ament
Second by: Commissioner Ferrante
Motion Passed 5-0

5. ADJOURN

MOTION: Motion to Adjourn

VOTE: Motion by: Commissioner Rafel
Second by: Commissioner Wicihowski
Motion Passed 5-0

Motion to Adjourn at 5:38PM

Submitted,

Robert T. Rafel MBA
PB&G Secretary

Parks, Buildings and Grounds Commission MEETING MINUTES



March 13, 2023 - 5:30 PM
Mayor's Conference Room
3805 S. Casper Dr.

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. CALL TO ORDER

Alderman Horbinski called the Parks, Buildings & Grounds Commission to order at 5:33PM

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Alderpersons Present: Alderperson Horbinski, Commissioner Ferrante, Commissioner Rafel, Commissioner Wicihowski

Excused: Mayor Ament

3. APPROVAL OF MINUTES

4. NEW BUSINESS

A. Rejection of Bids for City Hall Window Project

MOTION: Motion to Recommend Common Council to approve the Rejection of Bids for the City Hall Window Project by B&D Contractors, Inc. for \$440,000 and move the remaining fund of \$275,000 to the Building Boiler Project.

VOTE: Motion by: Alderman Horbinski
Second by: Commissioner Wicihowski
Motion Passed 4-0

B. Resolution 2023-7 Amending the 2023 Capital Projects Budget

MOTION: Motion to recommend to Common Council to approve Resolution 2023-7 amending the Capital Projects Budget by \$340,000 for Roof Replacement – Fire Station #1, Roof Replacement- Safety Building and Boiler at Safety Building.

VOTE: Motion by: Commissioner Rafel
Second by: Commissioner Wicihowski

Motion Passed 4-0

C. Award of Safety Building Boiler Project

MOTION: Motion to Recommend to Common Council to approve the Award of Safety Building Boiler Project to Southport Engineered Systems, Inc. for the contract amount of \$908,300 including Alternates 1, 2 and 3 with a 2% contingency of \$15,700 for a total construction cost of \$926,000

VOTE: Motion by: Commissioner Wicihowski
Second by: Commissioner Ferrante
Motion Passed 4-0

D. Award of Fire Station #1 Roof Project

MOTION: Motion to recommend to Common Council to approve the Award of Fire Station #1 Roof Project to Langer Roofing and Sheet Metal, Inc. for the contract amount of \$450,940 with a 4% Contingency of \$19,060 for a total construction cost of \$470,000.

VOTE: Motion by: Commissioner Wicihowski
Second by: Commissioner Ferrante
Motion Passed 4-0

E. Award of Safety Building Roof Project

MOTION: Motion to recommend to Common Council to approve the Award of Safety Building Roof Project to Pioneer Roofing, A Tecta America Company, LLC. for the contract amount of \$1,144,392 with a 3% Contingency of \$35,608 for a total construction cost of \$1,180,000.

VOTE: Motion by: Commissioner Ferrante
Second by: Commissioner Rafel
Motion Passed 4-0

F. Discussion and possible action to approve the request from FireWise BBQ and Mr. P's Grilled Cheese food trucks to sell at Malone Park on Friday May 19th through Sunday, May 21st for a New Berlin Pumas Youth Baseball Tournament that has been approved by the Recreation Department.

MOTION: Motion to Table

VOTE: Motion by: Commissioner Rafel
Second by: Commissioner Ferrante
Motion Passed 4-0

5. UPDATES

6. ADJOURN

MOTION: Motion to Adjourn at 6:02PM

VOTE: Motion by: Commissioner Rafeli
Second by: Commissioner Wicuhowski
Motion Passed 4-0

Respectfully submitted by
Robert Rafel
PBG Secretary



City of New Berlin

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

DATE: April 4, 2023

TO: Mayor
Parks, Buildings & Grounds Commission

FROM: Josh Radomski, Director of Public Works

I would like to thank the Rob Rafel and the New Berlin Prospect Lions Club for the generous donation of \$1,000 towards the construction of the new Prospect Park Bridge located between Sunnyslope Rd and Elm Grove Road connecting Meadow Lane and Prospect Place. This bridge is utilized by numerous residents as a connection between these two roadways and subdivisions and the donation of \$1,000 will make it easier for the City to fund the reconstruction of this project.

Sincerely,

Josh Radomski
Director of Public Works



REQUESTED ACTION STATEMENT

DATE: April 5, 2023

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Josh Radomski – Director of Public Works

ISSUE: Prospect Parkway Bridge Project

REQUESTED:

Recommend Council to award the Prospect Parkway Bridge Replacement project to the lowest, responsive and responsible bidder, Custom Manufacturing, Inc.

FISCAL IMPACT:

Monies to come from a combination of the generous donation of \$1,000 towards the project from the New Berlin Prospect Lion's Club and the Room Tax account #22200000-54030 for the contract amount of \$29,900 with a 10% Contingency of \$3,100 for a total construction cost of \$33,000.

RATIONALE:

Custom Manufacturing, Inc. was the lowest, responsive and responsible bidder.

New Berlin Prospect Parkway Bridge Replacement
Quest CDN – 8382868
13798 Prospect Pl., New Berlin, WI 53151

BID FORM

1. **GENERAL DIRECTIONS TO BIDDERS**

- A. All Bids must be submitted on these standard form sheets inclusive without modification. Fill out all blanks on the Bid Form by typing or writing in ink. Sign in ink. Erasures or other changes in Bid must be explained or noted over signature of Bidder. Enter Bid amount in both written words and printed figures in spaces provided on Bid Form. In case of conflict, amount given in written words will govern.
- B. Base Bid(s) must be for Work bid in strict accordance with the Drawings and Specifications. **INCLUDE BOND COSTS IN THE BASE BID(S)**. Bid all requested Alternates. If no change to the Base Bid applies, enter "No Change."
- C. Bid Forms containing qualifications, conditions, omissions, unexplained erasures, alterations or items not called for in Bid Form or other irregularities of any kind may be rejected at the discretion of the Owner.
- D. Bidders shall examine the provisions of the Project Manual thoroughly to ensure compliance with all bidding requirements.
- E. Bidders shall only submit the Bid Forms included in the Project Manual – DO NOT return the Project Manual.
- F. Bidders shall ensure that all items in the Bid Form such as Work Schedule, Bidders Official Title and Signature, and Proof of Responsibility are properly executed.
- G. A bid must be accompanied by a bid security made payable to Owner in an amount of 5% of bidder's maximum bid price (determined by adding the base bid and all alternates), and in the form of a certified check, bank money order or a bid bond issued by a surety acceptable to the City. The bid security will be retained by the City until the City awards the contract to such bidder and such bidder has executed the contract documents and met the other conditions of the Notice of Award, where upon the bid security will be released. If the successful bidder fails to execute and deliver the contract documents and furnish the requirements contract security within 15 days after the Notice of Award, the Owner may consider the bidder to be in default and annul the Notice of Award and the bid security of that bidder will be forfeited. Such forfeiture shall be the Owner's exclusive remedy if the bidder defaults.

- H. The Bidder shall be required to identify any subcontractor, suppliers, individuals or entities to be submitted to the Owner 14 days in advance of the City's acceptance of the agreement. The apparent successful bidder shall, within 5 days after the bid opening, submit to the Owner a list of all such subcontractors, suppliers, individuals or other entities that will be utilized in the completion of the work. An experience statement with pertinent information regarding similar projects and other evidence of qualification for the work that the subcontractor will be performing is required. If the Owner, after review of such information, determines, in its sole discretion, that such subcontractor, supplier, individual or entity is not satisfactory, the Owner, prior to the Notice of Award, shall give notice to the successful bidder requiring that an acceptable substitute be provided. In the event there is any adjustment to the cost as a result of said substitution, Owner may take that into consideration in making the contract award. In the event that the contractor fails to make the substitution requested, the Owner may award the contract to the next lowest responsive responsible bidder.
- I. Bids not conforming to the above directions may be declared irregular and are subject to disqualification at the discretion of the Owner.

THE BIDDER HEREBY AGREES THAT THIS BID IS INVALID WITHOUT BIDDER'S SIGNATURE APPEARING IN THE SIGNATURE BLOCK ON THE LAST PAGE OF THIS BID FORM.

2. BID SUBMITTAL PROCEDURE

In submitting a Bid, the Bidder represents that:

- He/She thoroughly reviewed and understood the Bidding and Contract Documents and the Bid is made in full accordance with these documents and amendments issued thereto.
- He/She has thoroughly reviewed and understands the Bidding and Contract Documents related to the Work of other portions of the Project, if any, being bid concurrently or presently under construction.
- He/She has thoroughly reviewed informational reports and documents available to him/her, visited the project site, become familiar with actual local conditions under which the Work is to be performed and has correlated his/her evaluations and personal observations with the requirements of the Bidding and Contract Documents.
- The contract for the work, if awarded, will be on the basis of materials and equipment specified or described in the bidding documents, and those or equal or substitute or materials and equipment subsequently approved by the Owner prior to the submittal of bids and identified by addendum. No item of material or equipment will be considered by Owner as an or equal or substitute unless written requests for approval has been submitted by the bidder and has been received by the Owner at least 10 days prior to the date of receipt of bids in the case of a proposed substitute. The burden of proof on the merit of the proposed item is upon the bidder. The Owner's decision of approval or disapproval of a proposed item will be final. If the Owner approves any such proposed items, such approval will be set forth as an addendum issued to all perspective bidders. Bidder shall not rely upon approvals made in any other manner. All prices

that Bidder sets forth in this bid shall be based on the presumption that the contractor will furnish the materials and equipment specified or described in the bidding documents as supplemented by any addenda.

- A. After Bid Forms are completed, place one (1) set of signed originals and the Bid Bond in a sealed envelope. Oral, telephonic, e-mailed, or faxed Bids are invalid and will not be considered.
- B. Address the envelope to:
City Clerks Department
New Berlin Prospect Bridge Replacement
Buildings and Grounds
3805 S Casper Dr
New Berlin, WI 53151
- C. Bidders shall affix their name and address to the front upper left-hand corner of the envelope with the words "Sealed Bid Enclosed" written on the outside. Identified in lower left corner should be: Bid number, project name and opening date.

3. BID CLOSING

- A. Bids must be received on or before 10:00 a.m. on March 1, 2023. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids. **Bids received after the time and date for receipt of Bids will be rejected and returned unopened.**

4. BID OPENING

- A. Bids will be publicly read at 10:00 a.m. on March 1, 2023 in the New Berlin City Hall – Common Council Chambers.

(a corporation)

We Custom Manufacturing, Inc

(a-partnership)

(an-individual)

(Cross out inapplicable)

Of 606 Delco Drive Clinton, WI 53525

Street City County State Zip

hereby agree to execute the proposed Contract and to furnish a satisfactory Public Improvement Performance/Labor and Material Payment Bond, in the amount of one hundred percent (100%), and to provide all labor and material required for the construction of the designated Work, for the prices hereinafter set forth, in strict accordance with the Construction Documents released by: **City of New Berlin**, address: 3805 S. Casper Dr, New Berlin, WI dated January 11, 2023.

Including Amendment Nbr(s) None dated _____.

5. BASE BID

Base Bid includes all work required to complete the Project, including Building Permits, General Conditions, overhead, profit, insurance, bonds, taxes, and all other expenses. Bid Guarantee ten percent (10%) Bid Bond Cost, Public Improvement Performance Bond and Labor and Materials Payment Bond Cost one hundred percent (100 %) for the sum of:

Twenty Nine Thousan Nine Hundred &00 Dollars (\$ 29,900.00)

10. SCHEDULE OF VALUES

- A. Submit schedule of standard rates for all personnel, including personnel of subcontractors, involved with project.
- B. Include schedule of standard markups.

11. COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- A. If written Notice of Intent to Award Contract is issued not later than March 17, 2023 with a Project commencement of March 20, 2023, can you complete the Work in compliance with the requirements of the Contract Documents by June 30, 2023, in full cooperation and coordination with other Contractors, if any.
Yes ☒ No ☐ .

If "No", state additional calendar days required _____.

- B. The undersigned understands that time is of the essence and agrees that the specified time period for completion stated above is a reasonable time for the completion of the Work. All time limits shall be binding.

12. BID ACCEPTANCE:

- A. All Bids as stated above are effective and open for acceptance by the Owner for a period of ninety (90) days after date set for opening of Bids.

FIRM NAME Custom Manufacturing, Inc.

BY SIGNATURE Gina Forrest

TITLE Vice President

DATED 2-28-23

TELEPHONE 608-676-2282

FAX NBR 608-676-2283

EMAIL ADDRESS: tina@custommfginc.com

If a corporation, answer the following:

Incorporated under laws of what state? Wisconsin

SEAL _____ (If Bid is by Corporation)

PROJECT MANUAL

City of New Berlin
Prospect Parkway Bridge Replacement

13798 W. Prospect Pl.
New Berlin, Wisconsin 53151

Quest CDN - 8382868
City of New Berlin Project Number: Parks-2023-01
January 25, 2023

INVITATION TO BID

Project: Quest CDN – 8382868

1. Bids will be prepared in accordance with Contract Documents prepared by City of New Berlin, Phone 262-780-4609, 3805 S. Casper Dr., New Berlin, WI 53151 **and** dated January 25, 2022.
2. Notice is hereby given that sealed Bids are due in the New Berlin City Hall – City Clerk office, by 10:00 a.m. CST/CDT on March 1, 2023. (Reference Bid Form, Item 2)
3. Bids will be publicly read at 10:00 a.m. on March 1, 2023 in the New Berlin City Hall – Common Council Chambers.
4. Oral, faxed or e-mailed Bids will be rejected.
5. All blanks on the Bid Form shall be filled in by typewriter print or manually in ink. If the filled areas are illegible, the Bid shall be rejected. The Bidder shall make no additional stipulations on the Bid Form or qualify the Bid in any manner.
6. Where so indicated on the Bid Form, the values shall be expressed in both words and figures. In the event of discrepancy between the words and figures, the amount written in words shall govern.
7. Bids will be submitted using the Bid Forms provided herein. Bid security shall be by a qualified surety in the form of a bid bond, in the amount of ten percent (10%) of Bid amount, and shall be submitted with the Bid. Bidders shall agree to not withdraw the Bid for a period of ninety (90) days after due date of Bids.
8. Accepted Bidders will be required, as a condition precedent to award of Contract, to furnish in the amount of 100% of the contract prices, satisfactory Performance Bond, Labor and Material Payment Bond and Certificate of Insurance.
9. Bidding Documents will be available on or after February 8, 2023. Second advertisement on February 15, 2023. Bidders may obtain Bidding Documents only from the following site: Quest ebid doc #8382868 – Bid/RFP Listing. Documents will available for download. Documents will not be mailed. **It is the responsibility of prospective Bidders to check this website for any future amendments, questions, revisions, etc., prior to the opening date. All addenda must be acknowledged on the signature page in the area provided. Failure to do so may result in your response being rejected.**

10. Pre-bid meeting and walkthrough on February 22, 2023, at 10:00 AM. Meeting location is New Berlin Prospect Parkway, 13798 W. Prospect Pl, New Berlin, WI 53151. Meeting will begin at the south pathway to the bridge, located approximately at the intersection of W. Prospect Pl and S. Triangle Ave. **Please be on time as no accommodations will be made for late arrivals. NOTE: This will be the only opportunity for a walk through with City Staff, therefore, be sure to bring all potential subcontractors. Vendors are also reminded to review all Bid Documents, etc. prior to arrival.**
12. The right to reject any or all Bids, either in whole or in part, or to waive any informalities or irregularities is reserved by City of New Berlin.

Published by Order of:
City of New Berlin
Buildings and Grounds
(262) 786-8610
3805 S Casper Dr
New Berlin, WI 53151

New Berlin Prospect Parkway Bridge Replacement
Quest CDN – 8382868
13798 Prospect Pl., New Berlin, WI 53151

BID FORM

1. **GENERAL DIRECTIONS TO BIDDERS**

- A. All Bids must be submitted on these standard form sheets inclusive without modification. Fill out all blanks on the Bid Form by typing or writing in ink. Sign in ink. Erasures or other changes in Bid must be explained or noted over signature of Bidder. Enter Bid amount in both written words and printed figures in spaces provided on Bid Form. In case of conflict, amount given in written words will govern.
- B. Base Bid(s) must be for Work bid in strict accordance with the Drawings and Specifications. **INCLUDE BOND COSTS IN THE BASE BID(S).** Bid all requested Alternates. If no change to the Base Bid applies, enter “No Change.”
- C. Bid Forms containing qualifications, conditions, omissions, unexplained erasures, alterations or items not called for in Bid Form or other irregularities of any kind may be rejected at the discretion of the Owner.
- D. Bidders shall examine the provisions of the Project Manual thoroughly to ensure compliance with all bidding requirements.
- E. Bidders shall only submit the Bid Forms included in the Project Manual – DO NOT return the Project Manual.
- F. Bidders shall ensure that all items in the Bid Form such as Work Schedule, Bidders Official Title and Signature, and Proof of Responsibility are properly executed.
- G. A bid must be accompanied by a bid security made payable to Owner in an amount of 5% of bidder’s maximum bid price (determined by adding the base bid and all alternates), and in the form of a certified check, bank money order or a bid bond issued by a surety acceptable to the City. The bid security will be retained by the City until the City awards the contract to such bidder and such bidder has executed the contract documents and met the other conditions of the Notice of Award, where upon the bid security will be released. If the successful bidder fails to execute and deliver the contract documents and furnish the requirements contract security within 15 days after the Notice of Award, the Owner may consider the bidder to be in default and annul the Notice of Award and the bid security of that bidder will be forfeited. Such forfeiture shall be the Owner’s exclusive remedy if the bidder defaults.

- H. The Bidder shall be required to identify any subcontractor, suppliers, individuals or entities to be submitted to the Owner 14 days in advance of the City's acceptance of the agreement. The apparent successful bidder shall, within 5 days after the bid opening, submit to the Owner a list of all such subcontractors, suppliers, individuals or other entities that will be utilized in the completion of the work. An experience statement with pertinent information regarding similar projects and other evidence of qualification for the work that the subcontractor will be performing is required. If the Owner, after review of such information, determines, in its sole discretion, that such subcontractor, supplier, individual or entity is not satisfactory, the Owner, prior to the Notice of Award, shall give notice to the successful bidder requiring that an acceptable substitute be provided. In the event there is any adjustment to the cost as a result of said substitution, Owner may take that into consideration in making the contract award. In the event that the contractor fails to make the substitution requested, the Owner may award the contract to the next lowest responsive responsible bidder.
- I. Bids not conforming to the above directions may be declared irregular and are subject to disqualification at the discretion of the Owner.

THE BIDDER HEREBY AGREES THAT THIS BID IS INVALID WITHOUT BIDDER'S SIGNATURE APPEARING IN THE SIGNATURE BLOCK ON THE LAST PAGE OF THIS BID FORM.

2. BID SUBMITTAL PROCEDURE

In submitting a Bid, the Bidder represents that:

- He/She thoroughly reviewed and understood the Bidding and Contract Documents and the Bid is made in full accordance with these documents and amendments issued thereto.
- He/She has thoroughly reviewed and understands the Bidding and Contract Documents related to the Work of other portions of the Project, if any, being bid concurrently or presently under construction.
- He/She has thoroughly reviewed informational reports and documents available to him/her, visited the project site, become familiar with actual local conditions under which the Work is to be performed and has correlated his/her evaluations and personal observations with the requirements of the Bidding and Contract Documents.
- The contract for the work, if awarded, will be on the basis of materials and equipment specified or described in the bidding documents, and those or equal or substitute or materials and equipment subsequently approved by the Owner prior to the submittal of bids and identified by addendum. No item of material or equipment will be considered by Owner as an or equal or substitute unless written requests for approval has been submitted by the bidder and has been received by the Owner at least 10 days prior to the date of receipt of bids in the case of a proposed substitute. The burden of proof on the merit of the proposed item is upon the bidder. The Owner's decision of approval or disapproval of a proposed item will be final. If the Owner approves any such proposed items, such approval will be set forth as an addendum issued to all perspective bidders. Bidder shall not rely upon approvals made in any other manner. All prices

that Bidder sets forth in this bid shall be based on the presumption that the contractor will furnish the materials and equipment specified or described in the bidding documents as supplemented by any addenda.

- A. After Bid Forms are completed, place one (1) set of signed originals and the Bid Bond in a sealed envelope. Oral, telephonic, e-mailed, or faxed Bids are invalid and will not be considered.
- B. Address the envelope to:
City Clerks Department
New Berlin Prospect Bridge Replacement
Buildings and Grounds
3805 S Casper Dr
New Berlin, WI 53151
- C. Bidders shall affix their name and address to the front upper left-hand corner of the envelope with the words "Sealed Bid Enclosed" written on the outside. Identified in lower left corner should be: Bid number, project name and opening date.

3. BID CLOSING

- A. Bids must be received on or before 10:00 a.m. on March 1, 2023. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids. **Bids received after the time and date for receipt of Bids will be rejected and returned unopened.**

4. BID OPENING

- A. Bids will be publicly read at 10:00 a.m. on March 1, 2023 in the New Berlin City Hall – Common Council Chambers.

(a corporation)

We _____ (a partnership)
_____ (an individual)
_____ (Cross out inapplicable)

Of _____
Street City County State Zip

hereby agree to execute the proposed Contract and to furnish a satisfactory Public Improvement Performance/Labor and Material Payment Bond, in the amount of one hundred percent (100%), and to provide all labor and material required for the construction of the designated Work, for the prices hereinafter set forth, in strict accordance with the Construction Documents released by: **City of New Berlin**, address: 3805 S. Casper Dr, New Berlin, WI dated January 11, 2023.

Including Amendment Nbr(s)._____ dated _____.

5. BASE BID

Base Bid includes all work required to complete the Project, including Building Permits, General Conditions, overhead, profit, insurance, bonds, taxes, and all other expenses. Bid Guarantee ten percent (10%) Bid Bond Cost, Public Improvement Performance Bond and Labor and Materials Payment Bond Cost one hundred percent (100 %) for the sum of:

_____ Dollars (\$ _____)

10. SCHEDULE OF VALUES

- A. Submit schedule of standard rates for all personnel, including personnel of subcontractors, involved with project.
- B. Include schedule of standard markups.

11. COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- A. If written Notice of Intent to Award Contract is issued not later than March 17, 2023 with a Project commencement of March 20, 2023, can you complete the Work in compliance with the requirements of the Contract Documents by June 30, 2023, in full cooperation and coordination with other Contractors, if any.
Yes ___ No ___ .

If "No", state additional calendar days required _____.

- B. The undersigned understands that time is of the essence and agrees that the specified time period for completion stated above is a reasonable time for the completion of the Work. All time limits shall be binding.

12. BID ACCEPTANCE:

- A. All Bids as stated above are effective and open for acceptance by the Owner for a period of ninety (90) days after date set for opening of Bids.

FIRM NAME _____

BY SIGNATURE _____

TITLE _____

DATED _____

TELEPHONE _____

FAX NBR _____

EMAIL ADDRESS: _____

If a corporation, answer the following:

Incorporated under laws of what state?

SEAL _____ (If Bid is by Corporation)

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

GENERAL:

Carefully review Project Manual, including Bidding Requirements, General Requirements, Specifications, Alternates, and Amendments, all of which contain provisions applicable to all Bidders. Successful Bidder will be required to execute all Work belonging to their Contract which is stated in the Specifications, or reasonably implied as necessary to complete their Contract, including removal of existing work and preparing present work to receive new, if such be the requirements of actual job conditions.

Visit site to become acquainted with: Adjacent areas; means of approach to the site; present conditions of project site; and facilities for delivering, storing, placing and handling of materials and equipment. Compare Specifications with existing work in place, inspect demolition requirements and inform yourself of all conditions affecting execution of Work, including other new work, if any, being performed.

WORKSITE AVAILABILITY:

A specific window of opportunity exists for completion of the Work, therefore Work shall commence on the date noted in the Bid Form. Construction activities may take place between **7:00 AM and 7:00 PM Monday through Friday, 8:00 AM – 5:00 PM on Saturday and no work will be allowed on Sundays.**

DOCUMENTS:

Bidders shall be familiar with all Bidding Requirements and proposed Contract Documents. See General Conditions for definition of Contract Documents.

BID FORM:

Alterations of or amendments to Bid Form, attachments thereto, or inclusion of any correspondence, or other written or printed matter or details of any nature other than that specifically called for may disqualify Bid. No e-mailed alterations to the Bid will be accepted.

Only Bids which are made on regular Bid Form will be considered. No Bids for any arbitrary subdivision or sub classification of Work required by requested Bid(s) will be accepted.

Requirements of Signing: Include with each Bid full business address of Bidder. Bids by corporations shall be executed in the full legal name of the corporation, giving State of incorporation and be signed by an authorized officer or officers, who shall, in each case, type or print name and corporate title beneath the signature. Partnership Bids shall state the full name of all partners, e.g., "Smith and Jones, a partnership of John S. Smith and William B. Jones". Such Bids must also be signed by an authorized partner or other representative, typing or printing the name and title of the signer beneath the signature. Individuals operating as a business shall sign Bids, typing or printing the individuals name followed by the words "Sole Proprietor" beneath the signature. When requested by Owner, furnish satisfactory evidence of agency or authority of any person signing on behalf of another.

Submission of Bids: Reference Bid Form, Section 2.

CONTRACT AND CONTRACT DOCUMENTS:

The Contract into which successful Bidder will be required to enter is based on City of New Berlin General Terms and Conditions of Service (as modified by Owner). Familiarize yourself with the provisions of this document.

ACCEPTANCE OF BID (AWARD):

It is the intent of the Owner to award a Contract or accept any Bid which will be in the best interests of the Owner, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner reserves the right to waive informalities or irregularities in a Bid received and to accept the Bid, which in the Owner's judgment, is in the Owner's best interests.

The Owner reserves the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsible Bidder on the basis of the Base Bid and Alternates accepted.

WITHDRAWAL OF BIDS:

Matters pertaining to the withdrawal of a Bid and to claims of error, omission or mistake in preparing or submitting a Bid shall be governed by Section 66.0901 of the Wisconsin Statutes.

All Bids shall be effective and open for acceptance for a period of ninety (90) days after date set for opening of Bids.

RESERVATION:

Owner reserves the right to: reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, reject a Bid which is in any way incomplete or irregular, waive any irregularities in any Bid, accept any Bid which will be in best interests of Owner.

INADEQUACIES AND OMISSIONS:

Failure to request timely clarification or interpretation of Bidding Documents shall not relieve Bidder/Contractor of responsibility to execute the Work in accordance with the intent of the Contract Documents. Signing of Contract means that the Contractor has thorough comprehension of full intent and scope of Contract Documents.

The Owner and his consultants are not responsible for oral instructions.

INTERPRETATIONS AND CORRECTIONS:

Carefully review and compare all parts of the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is being submitted. Examine the site and local conditions, and immediately report to the Owner errors, inconsistencies or ambiguities discovered.

Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall submit a written request to the Owner, received in Owner's office at least seven (7) days prior to the date set for receipt of Bids.

Interpretations and corrections of and changes to the Bidding Documents will be made in writing by Addendum only. Interpretations and corrections made in any other manner are not binding. Bidders shall not rely upon verbal instructions or information.

POWER OF ATTORNEY AND BOND REQUIREMENTS:

Submit with each Bid a bond executed by an attorney-in-fact, including a certified and effectively dated copy of his power of attorney. Where the certification is by facsimile, or otherwise does not bear an original signature, the bonding company must be qualified for recognition under facsimile execution.

**AGREEMENT BETWEEN OWNER and CONTRACTOR FOR PROSPECT BRIDGE
REPLACEMENT CONTRACT**

ARTICLE I

Work

Contractor shall complete all work as specified or indicated in the contract documents, which shall be inclusive of the bid instructions, bid forms, specifications, City of New Berlin insurance requirements, as well as this Agreement. The work is generally described as follows: replacement of Prospect Parkway bridge structure.

This work shall be considered the "Project".

ARTICLE II

Contract Times

Time is of the essence with respect to all time limits, milestones (if any), as well as deadlines for substantial completion and completion of the work provided for in the specifications.

The work will be substantially completed on or before June 30, 2023, and completed and ready for final acceptance and payment in accordance with this Agreement on or before July 17, 2023, subject to conditions beyond the control of the Contractor, such as labor or material shortages, weather conditions, strikes, civil unrest or wars. The Owner shall make the final decision as to the adequacy of the justification for the delay. Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the work is not completed and the milestones are not achieved within the time limits specified above. The parties also recognize that delays, expense and difficulties involved in proving, in a legal or arbitration proceedings, of the actual loss suffered by the Owner if not completed on time.

ARTICLE III

Contract Price

The Owner shall pay Contractor for the completion of the work in accordance with the contract documents in the amounts that follow, subject to any applicable adjustments under this Agreement.

- (a) For all unit price work in an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the actual quantity of that item.
- 1) The estimated total of all unit price work for the base bid is
\$_____.
- These bid prices are based on estimated quantities. These quantities shall be adjusted based upon the actual work performed.

- (b) For all work at the prices stated in the Contractor's Bid attached hereto as Exhibit "A".

ARTICLE IV

Payment Procedures

Contractors shall submit applications for payments in accordance with the terms of this Agreement upon final completion and acceptance of the work. Owner shall have thirty (30) days after receipt of such request to review the request for correctness and to obtain approval for such payment by its Common Council. The Owner may withhold payment for any portion of the work which is not completed in accordance with the specifications, and shall pay for the work related to any undisputed charges. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

Upon substantial completion of the work, the owner shall pay an amount sufficient to increase the total payments to the Contractor to one hundred (100%) percent of the work completed, but less such amount set off by Owner as provided for herein, less two hundred (200%) percent of the estimated value of the work to be completed or corrected in accordance with a punch list to be completed prior to final payment. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

ARTICLE V

Contractor's Representations

In order to induce the Owner to enter into this contract, the Contractor makes the following representations;

- (a) The Contractor has examined and carefully studied the contract documents and any data and reference items included in the contract documents.
- (b) The Contractor has visited the site, conducted a thorough visual examination of the site and adjacent areas, and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.
- (c) The Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress and performance of the work.
- (d) The Contractor has carefully studied all reports or explorations and tests related to the conditions in which the work will be performed. As well as reports and drawings related to the work and technical data in such reports and drawings.

- (e) The Contractor has considered the information known to the Contractor itself, including information commonly known to contractors doing business in the Milwaukee Metropolitan Area, as well as information and observations obtained from visits to the site, the contract documents and site related reports and drawings in the contract documents, with respect to the impact of such information, observations and documents on the cost, progress and performance of the work, the means, methods, techniques, sequences and procedures of construction and the contractor safety precautions and programs.

Based on the information and observation referred to in the preceding paragraph, the Contractor agrees that no further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the work at the contract price, within the contract times, in accordance with the other terms and conditions of the contract.

The Contractor(s) have given the Owner written notice of all conflicts, errors, ambiguities or discrepancies, which the Contractor(s) have discovered in the contract documents and the Contractor(s) certify that the written resolution thereof by the Owners are acceptable to the Contractor.

The contract documents are sufficient to indicate and convey understanding of all terms and conditions for performance and the furnishing of the work.

The Contractor's entry into this contract constitutes an incontrovertible representation by the Contractor that without exception, all prices in in the Agreement are premised upon performing and furnishing the work required by the contract documents.

ARTICLE VI

Assignment of Contract

Unless expressly agreed to by the Owner, no assignment may be made of the rights and responsibilities of the Contractor under this Agreement.

ARTICLE VII

Successors and Assigns

The Owner and Contractor each binds themselves, their successors, agents, legal representatives and assigns with respect of all covenants, agreements and obligations contained in the contract documents.

ARTICLE VIII

Severability

Any provision or part of the contract documents held be void or unenforceable under any law or regulation, shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Owner and Contractor which agree that the contract documents shall be reformed or replaced of such stricken revision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE IX

Relationship of the Parties

The Contractor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the owner. The Contractor shall furnish all services and labors and materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the Owner.

ARTICLE X

Delay

The Contractor shall not be liable for delays or failure to perform the services necessary to complete the work which are caused directly or indirectly by circumstances beyond the Contractor's control, including but limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, material shortage, governmental action, including regulatory requirements, change conditions, delays resulting from actions of the Owner or third parties not under control of the Contractor, site inaccessibility or inability of others to obtain materials, labor, equipment or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided that the Contractor reports delay to the Owner within a reasonable time of its discovery. The Owner shall determine whether or not the cause of delaying or not completing a duty or obligation under this Agreement is under the control of the Contractor.

The Contractor acknowledges that it must perform the work and services hereunder, pursuant to the terms and conditions of this Agreement and that such work shall conform to the recognized standards in the Milwaukee Metropolitan Area for the performance of this work as are prevalent in this field of endeavor and like services. Also, its work shall be performed in a good and workman- like manner.

ARTICLE XI

Taxes, Social Security and Governmental Reporting

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contractor(s) receiving payment under this Agreement shall be the sole responsibility of the Contractor(s). The Contractor shall be solely responsible to meet the Owner's insurance needs, as specified below, during the terms of this Agreement or any extensions thereof:

General Liability

General Aggregate	\$2,000,000.00
Personal Advertising Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage	\$ 50,000.00
Medical Expense (any one person)	\$ 5,000.00

Automobile Liability

CSL	\$1,000,000.00
(Excess Liability)	
Umbrella Form	\$1,000,000.00 (per occurrence)
	\$2,000,000.00 Aggregate Self-Insured Retention, Not Greater than \$10,000.00

Professional Liability

General Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00

A Certificate of Insurance shall be provided to the Owner as evidence thereof, naming the City as an additional insured on a primary and non-contributory basis, showing the Contractors covered by the above required types and amount of insurance and further providing for a thirty (30) day notice to the Owner prior to change, termination or cancellation of the Agreement, except in the event of cancellation or termination as a result of non-payment of premium, in which case the notice shall not be less than ten (10) days. Such notice provision shall be stated in the unconditional affirmative. Phrases such as, "shall endeavor to notify" are unacceptable and will be rejected. The Contractor shall provide evidence of the additional insured status through a policy endorsement form acceptable to the Owner.

ARTICLE XII

Indemnification

The Contractor shall indemnify and hold harmless the Owner and its agents, employees, elected officials, representatives and assigns, hereinafter referred to as the "Indemnified Parties", as and against any and all claims, demands, actions, causes of action, losses of expense, including but not limited to, actual attorney's fees arising out of or resulting from the performance of the work, but only to the extent caused in whole or in part by a negligent acts or omissions of the Contractor, a sub-contractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claims, damages loss or expenses is caused in part by the indemnified parties. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. To the extent the Owner is separately entitled to coverage, defense or indemnification from a Contractor and/or its insurer for the same losses

or expenses, this clause shall not apply, it being understood that the Contractor's obligation is primary. To the extent that the Contractor retains sub-contractors for the performance of the work, or any portion thereof, the Contractor and/or sub-contractor shall provide evidence of the insurance coverages noted above, as well as the terms of this indemnification provision shall be applicable to such Contractors or sub-contractors.

ARTICLE XIII

Regulations

The Contractor agrees to comply with all the requirements of applicable federal, state and local laws, as well as codes and specification requirements related to the performance of the work under this Agreement.

ARTICLE XIV

Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the contractor shall violate any of the covenants, agreements or stipulations of the contract, the Owner shall thereupon have the right to terminate the Agreement by giving written notice to the Contractor of such termination. The Contractor will be paid for the work performed through the date of termination. However, notwithstanding that commitment the Contractor shall not be relieved of the liability to the Owner for damages sustained by the Owner and the Owner may withhold any payments to the Contractor for the performance of or set off until such time as the exact amount of damage is due the Owner from the Contractor are determined. If through no fault of the Contractor, the Owner shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Owner shall violate any of the covenants, agreements or obligations of the contract, the Contractor shall have the right to terminate this contract by giving written notice to the Owner of such termination specifying the effective date thereof, at least five (5) days prior to the effective date of such termination.

ARTICLE XV

Termination for Convenience of the Owner

The Owner may terminate this Agreement at any time for any reason by giving at least twenty (20) days' notice in writing from the Owner to the Contractor. The contract is terminated by the Owner as provided for herein. The Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed compared to the total services of the Contractor covered by this Agreement, less payments for such services as were previously made, plus all reimbursed expenses payable under the Agreement.

ARTICLE XVI

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. The contract documents shall represent the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a subsequent agreement executed by all parties.

Dated this _____ day of _____ 2023.

Contractor:

City of New Berlin

By: _____

By: _____

ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

This Addendum is made and entered into and shall be considered an attachment to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal regulations related to the City's receipt of American Rescue Plan Act Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. The contractor agrees to comply with the applicable requirements of Section 603 of the American Rescue Plan Act (hereinafter referred to as the "Act") regulations adopted by the US Department of Treasury (hereinafter referred to as the "Treasury") pursuant to Section 603(f) of the Act and the guidance issued by the Treasury regarding the foregoing. The contractor also agrees to comply with all other applicable federal statutes, regulations and executive orders and shall provide for such compliance by other parties, including subcontractors in any agreements it enters into with other parties related to this award.
2. Statutes and regulations prohibiting discrimination and applicable to this contract include, but are not limited to the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 USC, §2000 D, et. seq.) and Treasury's implementing regulations at 31 CFR, Part 22, which prohibit discrimination on the basis of race, color or national origin under programs or activities receiving federal financial assistance.
 - b. Fair Housing Act. Title VIII of the Civil Rights Act of 1968 (42 USC, §3601, et. seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, (29 USC, §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - d. The Age Discrimination Act of 1975, as amended (42 USC, §6101, et. seq.) and Treasury's implementing regulations at 31 CFR, Part 23, which prohibit discrimination on the basis of age and programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC, §12, 12101 et. seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.
3. Equal Employment Opportunity. During the performance of the contract, the contractor will be required to comply with Equal Opportunity Employment Statutes as outlined in 47 CFR, §90.168.
4. Copeland Anti-Kickback Act. The contractor shall comply with 18 USC, § 874, 40 USC, §3145 and the requirements of 29 CFR, Part 3, as may be applicable, which are incorporated by reference into this contract.

5. Contract Work Hours of the Safety Standards Act.

- a. Overtime Requirements. No contract or subcontract contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he/she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.
 - b. Violation. Liability for unpaid wages; liquidated damages: In the event a violation of the clause set forth in (a) above, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards employed in violation of this section.
 - c. Withholding fund paid wages and liquidated damages: The City of New Berlin shall, upon its own action or upon written request of an authorized representative of the US Department of Labor, withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same contractor or any other federally assisted contract subject to the contract work hours and Safety Standards Act, which is held by the same contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractors or subcontractors or unpaid wages and liquidated damages as provided in the clause set forth in this section.
 - d. Subcontract. The contractors or subcontractors shall insert in any contract the clauses set forth in Paragraph B, 1-4 of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs B, 1-4 of 21 CFR, §5.5.
6. Clean Air Act and Federal Water Pollution Control Act. Contractor needs to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC, §7401, et. seq.
7. Debarment and Suspension. This award is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such, the contractor is required to verify that none of the contractors principals (defined in 2 CFR, §180.995) or its affiliate (defined in 2 CFR, §180.1.905) are excluded (defined in 2 CFR, §180.940) or disqualified (defined in 2 CFR, §180.935). Selected contractors must comply with 2 CFR, Part 180, Subpart C and 2 CFR, Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of New Berlin. If it is later determined that the contractor did not comply with 2 CFR, Part 180, Subpart C and 2 CFR, Part 3000, Subpart C, in addition to remedies available to the City of New Berlin, the federal government may pursue available remedies including, but not limited to, suspension and/or

disbarment. The contractor and the bidder or proposer agree to comply with the requirements of 2 CFR, Part 180, Subpart C and 2 CFR, Part 3000, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This contractor and the bidder or proposer further agrees to provide a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment. The contractor shall file the required certification. The contractor and all subcontractors certify that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress, or employees of the City of New Berlin in connection with obtaining any federal contract, grant or any award covered by 31 USC, §1352. Each tier, including the contractor and all subcontractors, shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient, who in turn will forward the certifications to the awarding agency. If the agreement exceeds \$100,000.00, the contractor must certify compliance with the Byrd Anti-Lobbying Amendment.
9. Procurement of Recovered Materials. Contractor shall comply with 2 CFR, §200.323 as applicable.
10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall comply with 2 CFR, §200.216, as applicable.
11. Domestic Preferences for Procurements. Contractor shall comply with 2 CFR, §200.322.
12. This Exhibit A is intended to incorporate those federal laws and regulations that apply to this contract. If the contractor believes that any law or regulation described herein is not applicable in this contract per the terms of the federal law or regulation, the contractor shall present their position in that regard to the City of New Berlin with a written change order request. The laws cited herein shall be followed by the contractor and all subcontractors unless the municipality agrees that the cited federal law or regulation does not apply, and the change order is approved by the City of New Berlin Common Council.

ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

This Addendum is made and entered into and shall be considered an attachment as Exhibit B to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Federal Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. No City contractor or employee shall operate any machinery or vehicle while utilizing a smart phone, including, but not limited to, the use of any cellular phone or texting.
2. All City employees and contractors, while engaged in the performance of City business or acting consistent with the performance of services under a contract with the City shall utilize seatbelts and any other safety devices related to the operation of a motor vehicle.
3. City employees or contractors whose duties and responsibilities are funded through the Coronavirus State and Local Fiscal Recovery Funds agree that they will not engage in any lobbying activities while in the course of providing services on behalf of the City of New Berlin, as restricted under the Hatch Act, 5 USC Sec. 1501-1508. No funds appropriated under the Coronavirus State and Local Fiscal Recovery Act shall be utilized for lobbying, and no political payments shall be made through the use of said funds.
4. All City employees and contractors, while in the performance of duties on behalf of the City shall abide by all local, state and federal regulations concerning the ingestion of controlled substances and shall not violate such Statutes or Ordinances. The City shall enforce drug free workplace standards and provide awareness programs for Staff. The City shall further agree to take action regarding individuals using drugs in the workplace according to law.
5. All City employees and contractors, in the course of performing of their duties on behalf of the City, shall, to the extent applicable, comply with the provisions in Wisconsin Statute §19.59 regarding conflicts of interest, as well as City of New Berlin Municipal Code Chapter 28 regarding ethics. Specifically, no City employee or contractor shall accept or solicit money or tangible personal property or otherwise receive consideration in exchange for the agreement to enter into a contract with a third party.
6. City employees shall avoid the acquisition of unnecessary items or property on behalf of the City.
7. City employees shall, to the extent applicable, engage in value engineering as part of any construction work performed on behalf of the City.
8. Contracts shall only be awarded to responsible contractors with experience in performing the services being contracted for.

9. City contracts shall avoid compensating for contractor work performed on a time and material basis and, to the extent practicable, shall have fixed-price contracts.
10. The selection of a contractor by the City should be done in an atmosphere of open and honest competition.
11. In the course of public bidding involving the purchase of equipment, the City shall not specify only a brand name for the purpose of limiting potential contracting parties. The City may include a clause, however, that any equipment being supplied under a City contract must interface well and be compatible with existing equipment utilized by the City of New Berlin, which is identified as the following: _____.
12. The City shall verify that any entity with which it is contracting has not been excluded for contracting pursuant to 2 CFR §180.
13. City contractors do hereby certify that they are not designated by the federal government as being precluded from engaging in federal contracts.
14. The City of New Berlin, its employees, officers, agents, contractors and assigns may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal, State or City contract or grant; a gross waste of Federal, State or City funds; an abuse of authority relating to Federal, State or Local Contractor Grant; a substantial and specific danger to public health, safety or welfare; or a violation of law, rule or regulation related to a Federal, State or City contract (including, but not limited to, the competition for or negotiation of a contract) or Grant. The entities to which disclosure of such information includes, but is not limited to the following entities:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A Court or Grand Jury;
 - g. A management official or other employee of the City;
 - h. A contractor of the City;
 - i. A subcontractor of the City, which has the responsibility to investigate, discover or address misconduct;
 - j. An official of the State of Wisconsin, or other employee, agent or contractor of the State who has the responsibility to investigate, discover or address misconduct.
15. This Policy shall be disclosed to all City officers, agents, contractors or assigns and shall be included as part of the City's Addendum for City contract.
16. The City shall engage in a cost and price evaluation analysis to include independent estimates of the cost of the equipment or service before placing the matter out for bid.

17. When the City is engaged in negotiating purchase of goods and services, the profit in the contract shall be negotiated independently from the materials and labor. In any contract entered into by the City of New Berlin for the acquisitions of goods and services shall require remedies in the event of a breach of the agreement and shall include provisions for termination as to cause.

Purpose and scope

These specifications are for a fully engineered modular steel I-beam bridge and shall be regarded as the minimum standards for design and construction

Qualified Supplier

Each bidder is required to identify the intended bridge supplier listed below as part of the bid submittal.

All manufacturers must submit documentation of their intended design, including stamped design calculations and drawings meeting all specifications to the City at bid opening.

1. GENERAL

1.1. BASIC INFORMATION

- 1.1.1. This specification is for a clear span bridge designed to carry pedestrians, trail maintenance equipment (tractor units, etc.) and snowmobile traffic.
- 1.1.2. CUSTOM, or approved manufacturer is responsible for hiring a licensed Professional Engineer (PE), registered in the State of installation, to design and approve bridge and bridge end anchorage structures. Construction drawings stamped by the Engineer must be submitted to the Project Manager for approval prior to beginning construction if required
- 1.1.3. Contractor is required to secure all necessary state, county or local permits. Fees for local permits shall be waived.

1.2. SCOPE OF WORK

- 1.2.1. Design, furnish and install bridges, abutments, and approaches in accordance with the requirement of the specification as follows
- 1.2.2. CUSTOM or approved manufacturer/installer shall be responsible for designing, detailing, fabrication, delivery, construction, and erection of the entire Trail Bridge on existing abutments.

1.3. REFERENCES

- 1.3.1. State of Wisconsin Department of Transportation "Standard Specifications for Construction", current edition
- 1.3.2. WI DNR "Bridge Guidelines" New and Replacement Snowmobile and All-Terrain Vehicle Bridges. - Current edition
 - 1.3.2.1. Wisconsin Department of Natural Resources (PUB-CF-005-2017)
- 1.3.3. Chapter NR 320 Bridges in or over Navigable Waterways

2. MATERIALS

2.1. STRUCTURAL STEEL

- 2.1.1. Square or rectangular tubing shall be cold-formed welded, unpainted, high strength, low alloy, and atmospheric corrosion resistant in accordance with ASTM A36 or A572
- 2.1.2. Steel beams shall be ASTM A709 W shapes.
- 2.1.3. All structural steel shall be grade 50 ($F_y = 50,000$ psi).
- 2.1.4. All structural steel shall be primed with red oxide primer, military standard TT-P-664D. Contractor to touch up in field as required.
- 2.1.5. Structural steel size shall be determined by Wisconsin licensed Professional Engineer (PE).
- 2.1.6. Welding shall meet the requirements of the American Welding Society, AWS D1.1

2.2. STRUCTURAL TIMBER

- 2.2.1. This section shall include only such lumber and timber, as is part of the completed work. It shall not include falsework, forms, bracing, sheeting or other lumber and timber used for erection purposes.
- 2.2.2. Wood shall be MCA treated Southern Yellow Pine #1. Fresh cut ends of wood shall be treated to prevent deterioration.
- 2.2.3. All structural timber shall be in accordance with WISDOT Section 507.

- 2.2.4. Only pieces consisting of sound wood, free from any form of decay shall be accepted. No piece of exceptionally lightweight shall be accepted.
- 2.2.5. Lumber and timber meeting the requirements of Structural Timber only shall be permitted.
- 2.2.6. All structural timber furnished shall conform to the dimensions specified for either rough or surfaced stock.
- 2.2.7. All timber to be graded as per NFPA 1991 National Design Specifications for Wood Construction.

2.2.8. PRESERVATIVE TREATMENT

- 2.2.8.1. This section covers the wood preservatives and the preservative treatment of lumber, timber, piling, and posts conforming to the Specifications as referenced or otherwise specified in the plans or special provisions.
- 2.2.8.2. Preservatives and Preservative Treatments shall be in accordance with WISDOT Section 507.
- 2.2.8.3. So far as practicable all adazing, boring, chamfering, framing, gaining, mortising, surfacing and general framing, etc., shall be done prior to treatment. If cut after treatment, coat cut surfaces according to AWP4 M4.
- 2.2.8.4. Railing components shall be treated with MCA or approved comparable treatments.
- 2.2.8.5. Structural deck shall be MCA; Wear deck shall be MCA or approved comparable treatments.

2.3. HARDWARE

- 2.3.1. All hardware (machine bolts, carriage bolts, drift pins, lag screws, dowels, rods, nails, spikes, washers, connectors, etc.) shall conform to WISDOT Section 507.
- 2.3.2. Unless a Dome Head Bolt or approved equal is used, all bolt heads or tightening nuts in contact with Structural Timber and lumber shall have a washer of sufficient thickness and bearing area to ensure a minimum deformation of the contacted

surface when tightened to develop not more than the maximum allowable tensile stress of that bolt

2.3.3. Bolt heads or tightening nuts in contact with metal surfaces shall have a cut washer or approved equal placed between the bolt head or nut and the metal surface.

2.3.4. Only hardware chemically non-reactive to preservative treated lumber shall be used.

3. FEATURES OF DESIGN

3.1. SPAN

3.1.1. Total span for the bridge shall be approximately 40 feet in length as measured in a straight line from each end of the bridge structure

3.1.2. Bridge shall be a clear span design with bridge anchorage structures on either end and no central support.

3.1.3. Contractor shall verify span. Location of new bridge anchorage structures shall not significantly change bridge span.

3.2. WIDTH

3.2.1. Width of usable bridge deck shall be a minimum of 8'. Usable bridge deck shall be defined as shortest distance across (perpendicular to centerline) bridge deck from any component above bridge deck.

3.2.2. Pedestrian Railing

3.2.2.1. Safety Railings shall cover both sides of the bridge for the entire span of the bridge

3.2.2.2. Railing shall be a 54" above the bridge deck

3.2.2.3. Additional safety protection shall be installed between bridge deck and horizontal railing for the entire span length to prevent a 4" sphere passing through per ADA guidelines.

3.3. DECK

- 3.3.1. Bridge deck shall be wooden deck supported on structural steel and conform to WDNR loading guidelines. 2x10 decking typical

3.4. BRIDGE FOUNDATIONS

- 3.4.1. The bridge structure shall be compatible with the existing foundations which are currently in place. No major foundation or abutment work will be authorized as part of this project.

3.5. Miscellaneous

- 3.5.1. City of New Berlin will be responsible for reasonable turf restoration work associated with the bridge deck replacement project.

4. ENGINEERING – TRAIL SPEC

Design of bridge and bridge anchorage structures shall be done by Professional Engineer registered in the state of installation. Trail bridges are not to be considered part of highway/vehicular road systems.

Design Loads In considering design and fabrication, this structure should be assumed to be statically loaded. No dynamic analysis shall be required nor considerations for dynamically loaded structures be applied to the design or fabrication.

- 4.1.1. **Dead loads** The bridge structure shall be designed considering its own dead load (superstructure and original decking) only. No additional dead load shall be considered unless directly specified.

4.1.2. Pedestrian Live Load

- 4.1.2.1. A sixty pound (60 lbs.) per square foot live load shall be considered in the design and fabrication of all main supporting members. This load shall not be reduced and should be applied to those areas of the deck so as to produce maximum stress in the member being designed.

- 4.1.2.2. A sixty pound (60 lbs.) per square foot live load shall be considered in the design and fabrication of all secondary members. This load shall not be reduced and should be applied to those areas of the deck to produce maximum stress in the member being designed.

4.1.3. Snow Load Bridges intended for snowmobile traffic shall be designed for a snow load of thirty pounds (30 lbs) to sixty pounds (60 lbs.) per square foot dependent on the geographical location.

4.1.4. Vehicle Load The bridge superstructure, floor system, and decking shall be designed for the following vehicle load conditions:

4.1.4.1. An occasional ten thousand pound (10,000 lbs.) four wheeled vehicles doing routine trail maintenance and use. Loadings shall be based on the "typical" equipment train weight (using individual weight, width, and wheel or track spacing loading).

All of the concentrated or wheel loads shall be placed so as to produce the maximum stress in the member being analyzed. Critical stresses shall be calculated assuming there is only one (1) vehicle on the bridge at any given time. Assumptions that vehicles only travel down the center of the bridge or that the vehicle load is a uniform line load shall not be allowed.

The vehicle impact allowance shall not be required.

4.1.5. Wind Load

4.1.5.1. Horizontal Forces The bridge shall be designed for a wind load of twenty pounds (20 lbs.) per square foot applied on the net projected vertical surface.

4.1.6. Railing Loads The minimum design load for the railing is fifty pounds (50 lbs.) per linear foot, applied transversely and vertically, acting simultaneously on each longitudinal member.

4.2. Design Limitations

4.2.1. Deflection

4.2.1.1. Vertical Deflection The Vertical Deflection of the main structures due to service pedestrian live load shall not exceed 1 three sixtieth (1/360) of the cantilever arm length.

The deflection of the floor beams due to service pedestrian live load shall not exceed on three-sixtieth (1/360) of the span

The deflection of the deck and stringers due to service pedestrian live load or

Vehicle Load shall not exceed one thousandth ($1/360$) of their respective spans

- This value is more liberal than AASHTO pedestrian bridge allowances ($1/1000$). This recognizes the actual live load needed to approach or achieve the maximum deflection will be infrequent and applied far more gradually than typical vehicle loads.

4.2.1.2. Horizontal Deflection The horizontal deflection of the structure due to the lateral wind loads shall not exceed one three-sixtieth ($1/360$) of the span

4.2.2. Minimum Metal Thickness The minimum metal thickness of all structural steel members shall be three sixteenths ($3/16$ " nominal and be in accordance with the AISC manual of Steel Constructions "Standard Mill Practice Guidelines". Closed structural Tubular Members shall be a minimum of $1/4$ "

4.3. Analysis

4.3.1. Load Combinations The loads listed shall be considered to act in the following combinations, whichever produce the most unfavorable effect on the bridge superstructure or structural member concerned.

DL = Dead Load, LL = Live Load, WL = Wind Load, VL = Vehicle Load

- $DL + .80*(PL+SNL+WL)$
- $DL + .75*(SNL+WL+VL)$

4.3.2. Bolted Splices Bolted field splices shall be located on the bridge to produce a structure which can be economically shipped and erected. Splices across the width of the bridge may be used, when necessary, to keep the overall structure width within reasonable limits for shipping

4.4. Local Requirements

4.4.1. Design shall conform with Wisconsin Department of Natural Resources (WDNR) guidelines and all applicable requirements for permitting by the state of Wisconsin.

4.4.2. Bridge shall have approximately 5 feet of navigational clearance beneath the center of the bridge

4.4.3. Bridge shall comply to any local requirements as supplied by the Owner.

4.5. Welding

4.5.1. Welding and weld procedure qualification tests shall conform to the provisions of ANSI/AWS D1.1 "Structural Welding Code, 2015 Edition. Filler Metal shall comply with the applicable WWS Filler Metal Specification.

4 - EXECUTION

5.1. ERECTION

5.1.1. Protect waterway from debris and pollution. All applicable county, state, and federal regulations must be followed.

5.1.2. Contractor responsible for erosion control methods and maintenance throughout project duration. Prior to project completion, all disturbed areas shall be temporarily covered with straw mulch by the end of the day prior to forecasted measurable rain events. All disturbed areas shall be permanently seeded and covered with urban/net free erosion control mat upon completion of the project.

5.2. INSTALLATION SITE AND STAGING

5.2.1. Owner should provide an approved staging area near to the bridge site to facilitate installation

5.2.2. Contractor shall be responsible for repairing damage to site and staging areas caused by equipment or materials.

5.3. REMOVAL AND DISPOSAL

5.3.1. The existing bridge deck and structure has been removed and disposed of by the owner prior to the start of this project.

Prospect Parkway Bridge Replacement

Company	Base Bid
LaLonde Contractors	\$93,161.00
Custom Manufacturing	\$29,900.00

Parks, Buildings & Grounds Commission

By-Laws

Officers

The Mayor shall be the Commissions presiding officer.

The Commission shall elect by majority vote a co-chairman and secretary for a term of one year (commencing May 1st of each year).

The Mayor shall preside over meetings of the Commission. The co-chairman assumes these duties in the Mayor's absence.

The secretary shall keep minutes of all commission meetings.

Meetings

Meetings shall be held on the 2nd Monday at 5:30p.m. of each month. A majority of the Commission shall constitute a quorum for the transaction of business.

Other

Membership requirements and duties of this Commission as outlined in Section 6-30 of the Municipal Code are hereby made part of these by-laws, as well as other City Policies that would apply to this Commission.