

**CITY OF FITCHBURG**  
**CONTRACT DOCUMENTS & SPECIFICATIONS**

**Sun Shelter Facilities**



**DEPARTMENT OF PARKS AND RECREATION**

**CITY OF FITCHBURG**

**5520 LACY ROAD**

**FITCHBURG, WISCONSIN 53711**

## REQUEST FOR BIDS

**Owner Name:** City of Fitchburg

**Project Name:** **Four (4) Pre-engineered / Pre-fabricated sun shelters.**

The City of Fitchburg will receive sealed bids no later than 2:00 p.m., **Friday, March 23, 2007** at the office of the City of Fitchburg Parks and Recreation Department, 5520 Lacy Road, Fitchburg, WI, 53711.

For the materials and ALTERNATE #1 INSTALLATION of:

**Four (4) Pre-engineered – Pre- fabricated sun shelters**

Specifications and proposal forms are available through [www.demandstar.com](http://www.demandstar.com).

All bids must be on proposal forms prepared by the City of Fitchburg and must be submitted by the specified time on Friday, March 23, 2007 at which time they will be publicly opened and read. Bids received which are not on forms prepared by the City of Fitchburg will be rejected.

Proposals shall be accompanied by a Bid Bond or Certified Check in the amount of five percent (5%) of the bid, payable to the Treasurer of the City of Fitchburg, as a guarantee that the bidder, if the bid is accepted, will execute and file the proposed Contract and Bond within 15 calendar days after the award of the Contract. The Bid Bond or Certified Check is returnable to the bidder immediately after signing of the Contract and the acceptance of the Performance and Payment Bonds by the City of Fitchburg.

All bids should be in sealed envelopes with "**Four (4) pre-engineered / pre-fabricated sun shelters**" labeled across the front.

The Contractor will be required to furnish satisfactory performance, labor and material bonds in a penal sum of at least 100% of the total amount payable by the terms of the Contract. The Performance Bond will be for a period of at least one (1) year from the date of final payment of the project.

City of Fitchburg reserves the right to reject any or all bids or to waive any irregularities in any bid, or to accept any bid which will best serve the interest of the City of Fitchburg.

Questions may be directed to:

Scott Endl, Director  
Parks, Recreation & Forestry  
City of Fitchburg  
1-608-270-4288  
[Scott.endl@city.fitchburg.wi.us](mailto:Scott.endl@city.fitchburg.wi.us)

END

## STANDARD SPECIFICATIONS

- 1. PURPOSE AND INTENT OF DOCUMENTS** – It is the purpose and intent of the accompanying specifications to include any and all labor, materials, tools, equipment, skill and services necessary or required to produce the finished results described herein.

The contractor shall thoroughly acquaint himself with the requirements of these specifications, and shall provide all items of material, services, labor, skill and equipment called for in the specification in order to complete the project in accordance with the specification.

- 2. NOTICE TO BEGIN WORK** – The Contractor will receive notice to begin work after *April 18, 2007*. The Contractor shall notify the Owner at least three (3) business days in advance of the commencement of work. The Owner may require a preconstruction meeting.

- 3. COMPLETION DATE** - All work shall be completed by *September 1, 2007*.

- 4. SEQUENCE AND SPEED OF WORK** – Work on the project shall be commenced as soon as the contract is executed, or at such a date thereafter as may be required by conditions or as directed by the owner. The entire premises of the project shall be cleaned of all rubbish and debris, all temporary buildings and equipment removed, and the work complete and ready for occupancy by the owner on or before the date agreed upon set forth in the contract.

The time of completion shall be strictly adhered to. In case of failure on the part of the contractor to prosecute his work satisfactorily, the owner reserves the right to employ other means to complete the work.

Work items shall be completed in proper sequence and in such order that no item of construction or installation will be injured by the delayed or premature application of another.

Unless instructed otherwise by the Owner, work shall continue on all consecutive weather permitting non holiday weekdays until the Contract limit has been reached, or the Owner indicates work is to end. Work hours shall be limited to 7:00 a.m. through 7:00 p.m.

- 5. PROSECUTION AND PROGRESS** - Work under this Contract shall not be started until a written notice to do so has been issued by the Owner and shall be started within ten (10) calendar days after the date of such notice, weather permitting.

Prior to the beginning of construction operations, the Contractor shall, in writing, submit to the owner for approval, his proposed schedule and sequence of operations.

6. **LABOR** – All contractors and sub-contractors employed upon the work shall and will be required to conform to the labor laws of the State of Wisconsin and the various acts amendatory and supplementary thereto, and to all other laws, ordinances and legal requirements applicable thereto.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring results of the first class only. Any work showing lack of competence and/or first class craftsmanship will be rejected.

7. **CONTROL AND INSPECTION OF WORK** - All work performed by the Contractor shall be done in conformance with the specifications of this document or the directions of Owner. The specifications of this document take precedence unless the Contractor and Owner agree otherwise. Any work or material that is found not to meet the specifications of this document shall be redone or replaced at the Contractor's expense.
8. **SUPERVISION AT THE WORK SITE** - The Contractor shall designate one (1) person on each work crew to be responsible to the Owner for traffic control set-ups, marking and measuring work, acquisition of construction materials, systematic scheduling, etc. The said designated person shall be familiar with the work, may be a member of the work crew, and have authority to act for the Contractor and is able to receive and execute orders.
9. **CONDITION OF WORK SITE DURING WORK HOURS** - All machinery, equipment and materials of the Contractor shall be situated so as not to endanger the public, or inconvenience public travel on open traffic lanes. Contractor's equipment and work operation shall not cause unnecessary annoyance to the public.
10. **PROTECTION OF PUBLIC AND PRIVATE PROPERTY** - Contractor will take precautions to avoid damage to public or private property during all stages of Contractor's work. Upon completion of work, Contractor shall restore the work site area to a condition similar to that before work commenced. Restoration shall include paved surfaces, lawns, and any private or public property affected.
11. **OVERNIGHT STORAGE OF EQUIPMENT AND CONDITION OF WORK SITE** - Work sites shall be restored to an orderly condition with no loose debris and materials and equipment neatly arranged at the end of each day. The Contractor will comply with Owner's instructions concerning overnight storage. The Owner may provide Contractor with temporary storage space.
12. **CONSTRUCTION NOISE ABATEMENT** - Each item of motorized construction equipment shall be equipped with a muffler constructed according to the equipment manufacturer's specifications or a system of equivalent noise reducing capability. Muffler and exhaust systems shall be maintained in good operating condition, free from leaks and holes.
13. **NOTICE TO PROPERTY OWNERS** - Contractor shall notify property owners that might be inconvenienced by Contractor work. Contractor will take necessary steps to minimize any inconvenience Contractor work brings upon property owners.

**14. INSURANCE** - The Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may rise out of or result from Contractor's performance and furnishing of the work and Contractor's other obligations under the Contract Documents, whether it is to be performed directly or indirectly by any of them or by anyone from whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;
6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages required by law or as follows, whichever is greater.

All policies shall include Owner as their interests may appear and their employees and agents as additional insured.

1. Worker' Compensation  
Wisconsin Statutory
2. Comprehensive General Liability
  - A. Bodily Injury (Including completed operations products liability and broad form):

\$500,000	Each Occurrence
\$500,000	Annual Aggregate

or a combined single limit of \$500,000

B. Property Damage liability insurance will provide Explosion, Collapse and Underground coverages.

C. Personal Injury to include hazards A, B, and C.  
Zero participation, deletion of employment exclusion.  
\$500,000 Annual Aggregate

3. Comprehensive Automobile Liability:

Bodily Injury  
\$500,000 Each Person  
\$500,000 Each Occurrence

Property Damage  
\$500,000 Each Occurrence  
or combined single limit of \$500,000

4. Other Insurance

Umbrella/excess liability - umbrella form  
Coverage shall be a minimum of \$1,000,000

**15. COMMENCEMENT DATE, COMPLETION DATE AND DAILY LIQUIDATED DAMAGES -**

- A. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the schedule for various phases and completion of the work hereunder are essential conditions of this Contract. The successful bidder is hereby held liable for all damages resulting from his inability to comply with the progress and completion dates insofar as applicable to all equipment, material and labor provided by him.
- B. The successful bidder must agree to commence work on or after the Commencement Date as defined in the Proposal; obtain all insurance and permits; file all documents and notices; meet all requirements as specified; prosecute the work regularly, diligently and uninterruptedly at such a rate of progress as to ensure the completion of the work on or before the Completion Date as defined in the Proposal. At which time, the entire premises shall be cleared of all rubbish and debris, protections, and equipment removed, and the entire project complete and ready for operation and use by the Owner. The bidder must also agree to pay, as liquidated damages, the sum of \$100.00 as Daily Liquidated Damages for each consecutive calendar day the work is not complete subsequent to the Completion Date.
- C. If the contractor finds it impossible to complete the work on or before the Completion Date, they may make written requests for extension of time. The Contractor shall set forth fully in his request the reasons he believes justify the granting of his request. If the Owner finds that the work was delayed because of conditions beyond the control of the

Contractor, he may grant an extension of time for completion as appears reasonable and proper.

- D. All work shall be completed on or before the Completion Date. Time is of the essence. The Owner may, at his option, assess liquidated damages, agreed to be reasonable by reason of impracticability in ascertaining actual damages, in the amount designated as Daily Liquidated Damages for each calendar day after the stipulated Completion Date in the event that the Contractor does not complete performance by such date.
- E. It is further agreed that time is of the essence for each and every portion of the Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the Contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of the Contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
  - a) To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather; and
  - b) To any delays of subcontractors or suppliers occasioned by any of the causes specified in Subsection (a) of this article.
- F. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended shall in no way operate as waiver on the part of the Owner of any of his rights under the Contract for this project.

END

## INSTRUCTIONS TO ALL BIDDERS

Following are instructions to vendors planning to submit bids for providing materials, with an ALTERNATE #1 for installed in the City of Fitchburg Parks system.

1. Intent. Enclosed are “Detailed Specifications” that describe the shelters with the intent to permit qualified bidders to submit proposals.
2. Rejection - Waivers. The City of Fitchburg reserves the right to reject any and all bids and to waive any and all technicalities.
3. Minimum Requirements. The enclosed “Detailed Specifications” shall be construed as MINIMUM. Should manufacture’s current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.
4. Compliance. If the bidder proposes to furnish an item not in compliance (either exceeding or not meeting) with the City of Fitchburg specifications, bidders shall note such exceptions to the specifications. If additional space is required, written explanations, manufacturers’ publications, charts, etc. may be attached.
5. Bids. Bidders shall submit their bid on the enclosed “Bid Proposal Form” and include these “Instructions to Bidders” and “Detailed Specifications” (with compliance notations and attachments as indicated in #4 above), and any other materials or explanations that bidders want to include.
6. Incidental Costs. bids shall include delivery costs and any other costs required to equip or complete the units as specified prior to delivery.
7. Taxes. Federal and State taxes shall be deducted from proposals.
8. Guidelines Compliance. Bidder shall certify that proposed equipment meets or exceeds all current Federal and State safety guidelines and requirements for equipment of this nature and licensing standards without modification by the City.
9. Installation. Vendor, if providing an ALTERNATE #1 for installation, must complete this installation prior to September 1, 2007. The City Parks Department will provide excavation of the site.
10. Warranties. Manufacturers or vendors shall furnish guarantees against faulty workmanship or material for a minimum period of five (5) years from the date of delivery and/or installation, and shall correct faulty workmanship or replace faulty material during this period at not cost to the City for labor, equipment, or materials, for all equipment bid. If manufacturer’s or vendor’s standard warranties exceed these requirements for specific components that warranty shall be provided to the City and noted in specifications where applicable.
11. Certificates. Warranty certificates, certificates of origin, State and title-license applications, and tax exemption forms shall be provided by manufacturers or vendors at time of delivery.

## DETAILED SPECIFICATIONS

Four (4) Pre-Engineered/Pre-Manufactured Shelters

12. Intent. The City of Fitchburg intends to purchase four (4) pre-engineered and pre-manufactured shelters for various parks within the City of Fitchburg (3 hexagon style and 1 gable roof style).
13. General. The structures shall be a complete, pre-cut and pre-fabricated package that shall include the structured frame, and panelized roof fasteners. It shall be made of steel roofing, frame, and columns.
14. Painting. The roof panels must be the colors as listed below, prepainted on both sides. The proposed color shall be submitted with the bid and shall be approved by the Parks Director prior to ordering. All structural beams and posts shall be primed and painted to the color listed below.
  - a. Hatchery Hills: 12' x 12'; Gable roof style; Brandy wine roof almond steel
  - b. Nannyberry Park: 24 feet; Hexagon style; Cooper Penny roof almond steel
  - c. Belmar Hills Park: 20 feet; Hexagon style; Regal Blue roof almond steel
  - d. Oak Meadow Park: 20 feet, Hexagon style; Evergreen roof almond steel
15. Size. Minimum widths out to eaves are listed below. The roof pitch shall be 4:12.
  - a. Hatchery Hills: 12' x 12'; Gable roof style; Brandy wine roof almond steel
  - b. Nannyberry Park: 24 feet; Hexagon style; Cooper Penny roof almond steel
  - c. Belmar Hills Park: 20 feet; Hexagon style; Regal Blue roof almond steel
  - d. Oak Meadow Park: 20 feet, Hexagon style; Evergreen roof almond steel
16. Approved Manufacturer. The use of a manufacturer name and model or catalog number is only for the purpose of establishing standard of quality, design details, and general configuration desirable.

Examples of acceptable models

Poligon HXE 20

Litchfield Pittsburgh Series 8412S – Steel Frame Mini Shelters

17. Equal Manufacturer. Products of other manufactures shall be considered equal in accordance with the requirements. The owner or his representative shall determine all approved equals. In order to be considered an approved equal, the following criteria must be met:
  - a. Manufacturer's literature: submit complete manufacturer's literature and technical data. Literature must include address of manufacturer's physical facility and manufacturer's telephone number.
  - b. Certificate: Submit, via transmittal, property identified with project name, location and date, certification of manufacturer's compliance with the requirements specified herein may be required to be signed and sealed by a Professional Engineer registered in the State of Wisconsin. Data must be specific to the project spelling out exactly what will be supplied and not of a general use.

## PROPOSAL

Having examined these documents including the Request for Bids Schedule of Drawings, Standard Specifications, Special Provisions and Contract and having become familiar with any unusual site conditions, the undersigned hereby submits and makes a part of the Contract the following Proposal.

### PROPOSAL

OAK MEADOW PLAYGROUND PROJECT	PRICE IN WRITTEN WORDS	PRICE IN WRITTEN NUMBERS
<b>Provide pre-engineered / pre-manufactured shelter with installation instructions</b>	Hatchery Hills:  Nannyberry:  Belmar Hills:  Oak Meadow:	Hatchery Hills:  Nannyberry:  Belmar Hills:  Oak Meadow:
<b>ALTERNATE # 1: Provide installation of the shelters including footings</b>	Hatchery Hills:  Nannyberry:  Belmar Hills:  Oak Meadow:	Hatchery Hills:  Nannyberry:  Belmar Hills:  Oak Meadow:

The Owner reserves the right to reject any or all Bids, to waive any technicality and to accept any Bid or Alternative which it deems advantageous to the Owner. Prices bid shall be for the cost including all labor and all other costs associated with completely performing all parts of the Contract.

Contractors are required to show proof of past performance in **the sale and possible installation of sun shelters** by submitting a list of three (3) projects in the last year that have been completed by the Contractor. References are due at the time bid proposals are submitted and shall be included with the bid.

The undersigned, through its authorized representatives, hereby certifies that he/she:

1. Understands and accepts the terms and provisions of this Contract as provided in the Contract Documents,
2. Has reviewed this Proposal and has found it to be accurate in all material respects,

3. Is authorized to submit this Proposal,
4. Agrees to finish all work associated with this project by the Completion Date of *September 1, 2007* including final clean up and repair of defective work, unless an extension of time is granted.
5. Will commence work after the Commencement Date of *Date April 18, 2007*, and prosecute the same with due diligence to its completion as set forth in the Specifications.
6. Agrees to pay Daily Liquidated Damages as defined in the Specifications.

Signed By \_\_\_\_\_ Phone \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_ Seal \_\_\_\_\_

END

## CONTRACT

This Contract made the (*May 23, 2007*), (*Gerber Leisure Products, Inc.*) hereinafter called the "Contractor", and the City of Fitchburg, hereinafter called the "Owner".

WITNESS, THAT the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I - Scope of Work. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workman-like manner all the work required for crack sealing and other miscellaneous items in connection with the *Sun Shelter Project* of the Owner, all in strict accordance with the Plans and Specifications, prepared by the City of Fitchburg, acting and in these Contract Documents referred to as the Parks and Recreation Department, which Plans and Specifications are made a part of this Contract, and in strict compliance with the Contractor Proposal and other Contract Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II - Compensation to be Paid to the Contractor. In consideration of the completion of the work described herein and in fulfillment of all stipulations of this Contract to the satisfaction and acceptance of the Owner, the Owner shall pay and the said Contractor further agrees to receive and accept payment based on the prices bid for material and labor as set forth in the conformed copy of Contractor Proposal hereto attached, which prices shall agree with those in the accepted Contractor's Proposal as filed with the Owner on the 23rd day of March, 2007, as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for all work contemplated and specified in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Specifications and the requirements of the Engineer under them. There shall be no measurement or separate payment for any items not listed and all costs pertaining thereto shall be included in the contract unit prices for the items listed unless agreed to in writing prior to construction.

ARTICLE III - Component Parts of This Contract. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or, if not attached, as if hereto attached.

- I. Request for Bids
- II. Standard Specifications
- III. Instructions to all bidders
- IV. Detailed Specifications
- V. Contract (this document)
- VI. Contractor's Proposal

In the event that any provision in any of the above component parts of this Contract conflict with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first written above.

\_\_\_\_\_  
Company

By:\_\_\_\_\_

Title:\_\_\_\_\_

City of Fitchburg

By:\_\_\_\_\_

Thomas Clauder  
Mayor

By:\_\_\_\_\_

Tony Roach  
Comptroller

Attest:

By:\_\_\_\_\_

Title:\_\_\_\_\_

(SEAL)

Attest:

By:\_\_\_\_\_

City Clerk

END