



## **2010 Ahuska Park Soccer/Football Field Fence Project**

### **1. Introduction**

The City of Monona is seeking proposals to install supply materials and labor to install a 6 feet high galvanized chain link fence around the lighted soccer/football field at Ahuska Park located at 400 E. Broadway, Monona WI 53716. There are approximately 1,400 linear feet of chain link fence needed

Firms will be selected for this project based on criteria stated in Section 4. Only firms submitting proposals by the deadline date will be considered. The proposals are due by April 2<sup>nd</sup> to:

Parks & Recreation Director – Jake Anderson  
1011 Nichols Rd, Monona WI 53716  
608.222.4167 (phone) 608.223.2311 (fax)  
janderson@ci.monona.wi.us

Pre-Proposal: Ahuska Park Soccer/Football Field can be viewed and exact measurements can be taken on Tuesday March 23<sup>rd</sup> at 9:00 am. Questions about the proposals can be answered at this time. Meet at the Ahuska Park Shelter

#### **A. RFP Process**

It is expected that one (1) firm will be recommended to City Council as a result of the RFP on Tuesday April 13<sup>th</sup> the Parks & Recreation Board. City Council should make final approval on Monday April 19<sup>th</sup>. Start of work will be no earlier than April 26<sup>th</sup> and must be completed by May 21<sup>st</sup>.

### **2. Background**

A. Ahuska Park Soccer/Football field is a lighted regulation sized field that has seen increased play in recent years. It is also the home of Monona Grove Youth Football and installing a fence will enable the Parks & Recreation Department to control how much the field is used and concentrate on rehabilitation of the turf for athletic use by Monona Grove High School, and Monona Grove Youth Sports.

### **3. Scope of Services**

This RFP is to solicit bids for the installation of a chain link fence per the attached fencing plan. The following items should be used as a minimum requirement when submitted the proposals.

- Approximately 1400 linear feet of chain link fence 6' high overall. Include one quote with barbed top, one without.
- Fabric shall be 2" mesh 9 gauge galvanized wire
- Line posts shall be 2 1/2" O.D. SS20 and spaced a maximum of 10' on centers
- Corner and Gate posts shall be 3" steel pipe
- Top rail shall be galvanized 1 – 5/8" O.D.
- Bottom tension wire (7 ga.)
- All line posts driven at least 3' All corner, gate and end posts set in concrete foundations
- 3 – Double swing gates 12' wide x 6' high.
- 5 – single swing man gates 4' wide by 6' high. Frame shall be constructed of 2" steel pipe welded at all corners to form a rigid panel
- All applicable local, state, federal, international building codes must be met
- Contractors responsible for building permit
- Wisconsin Prevailing Wage not in effect for this project

### **4. Proposal Submission and Evaluation**

#### **A. Proposal Submission**

Proposals should be word processed in clear, concise, 8 1/2" by 11" format. Proposals should not include an unnecessary promotional material. The following information is required from each firm submitting a proposal.

- a. Cover letter of transmittal
- b. Legal name of the business, address, phone, fax and email address, year the business was established.
- c. Qualifications, related experience and at least (3) references
- d. Proposed scope of work and plan to accomplish the work
- e. Schedule or timeline for project.
- f. Fee schedule and proposed fee to accomplish the work

One (1) original proposal and (2 copies) are to be submitted to:

Parks & Recreation Director – Jake Anderson  
1011 Nichols Rd, Monona WI 53716  
608.222.4167 (phone) 608.223.2311 (fax)  
janderson@ci.monona.wi.us

**Proposals must be received no later than 12:00 p.m. April 2<sup>nd</sup>, 2010**  
Proposals received after that date will not be accepted.

## **B. Evaluation of Proposals**

The following tentative schedule for evaluation of the proposals is planned.

Proposals Received	April 2 <sup>nd</sup>
City Council 1 <sup>st</sup> Reading	April 5 <sup>th</sup>
Parks & Recreation Board Review & Selection	April 13 <sup>th</sup>
City Council 2 <sup>nd</sup> Reading/Selection	April 19 <sup>th</sup>
Firms Notified of Results	April 20 <sup>th</sup>
Contract Signed	April 22 <sup>nd</sup>
Work Begins	After April 26 <sup>th</sup>
Work Completed By	May 21 <sup>st</sup>

A selection committee of qualified people will be assembled to review and evaluate the submitted proposals. The selection committee will rank proposals based on the criteria stated below.

- a. Experience and expertise of the proposer(s) particularly in athletic fence installations.
- b. Relevancy of similar work experience
- c. Cost for the work to be completed
- d. Availability of business to complete project on time

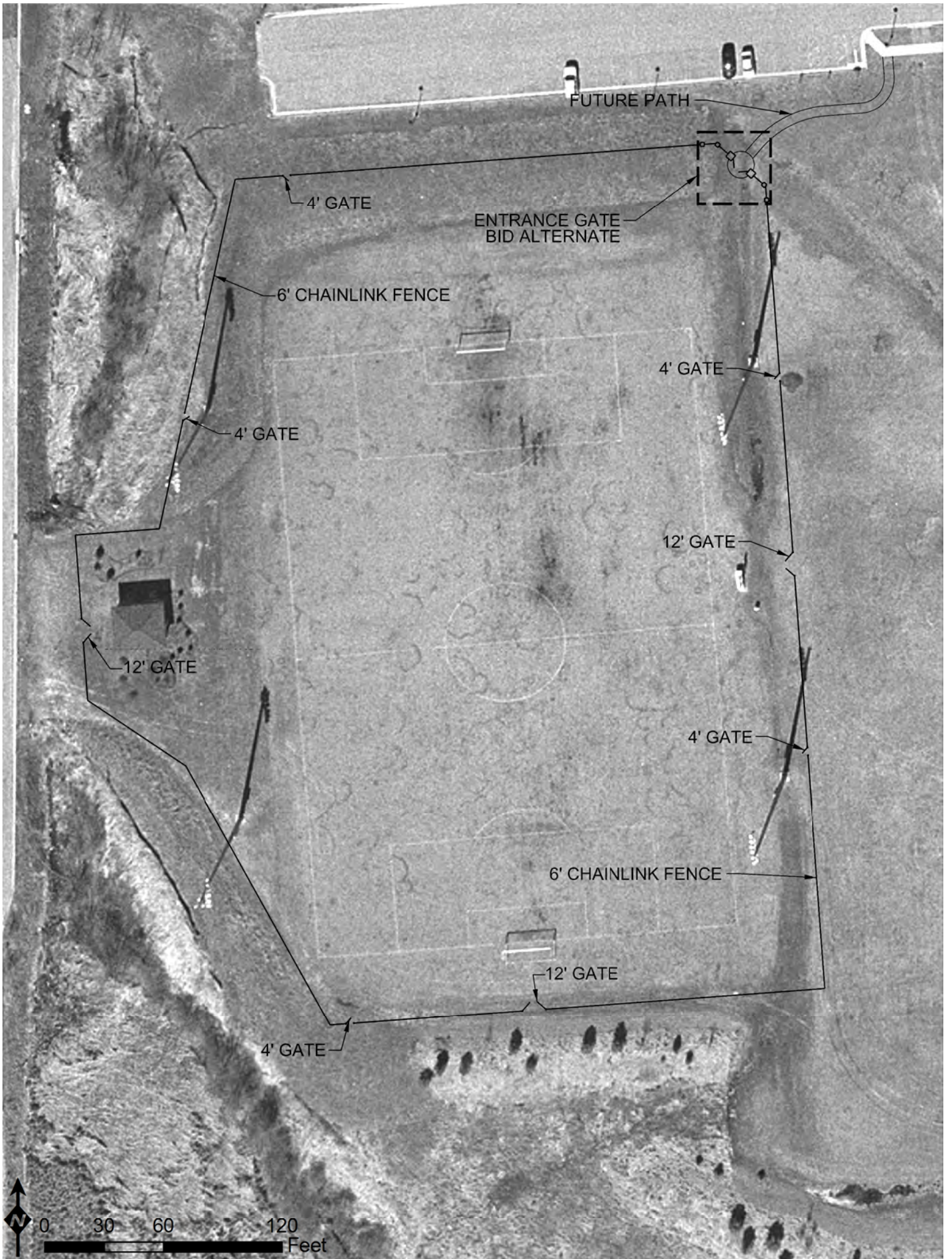
The City of Monona reserves the right to reject any and all proposals received as a result of this RFP. The City of Monona is under no obligation to award a contract as a result of this RFP.

## **5. Terms and Conditions**

See Attached Independent Contractor Form

## **6. Appendices**

- A. Ahuska Park Fencing Plan**
- B. Independent Contractor Form**



FUTURE PATH

4' GATE

ENTRANCE GATE  
BID ALTERNATE

6' CHAINLINK FENCE

4' GATE

4' GATE

12' GATE

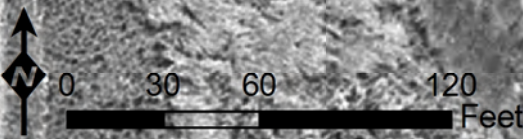
12' GATE

4' GATE

6' CHAINLINK FENCE

12' GATE

4' GATE





## INDEPENDENT CONTRACTOR AGREEMENT

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**THIS AGREEMENT** is entered into effective as of the last date of signature by and between the City of Monona, a Wisconsin municipal corporation (hereinafter the “CITY”) and the contractor identified below (hereinafter the “CONTRACTOR”).

CONTRACTOR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/STATE/ZIP CODE: \_\_\_\_\_  
CONTRACTOR’S REPRESENTATIVE: \_\_\_\_\_

In consideration of the mutual covenants contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

**1. SCOPE OF WORK.** The CITY hereby retains the CONTRACTOR, and the CONTRACTOR hereby accepts such engagement, to perform the following:

\_\_\_\_\_

If the CITY tendered a Request for Proposals to the CONTRACTOR for the above work (hereinafter referred to as the “RFP”), all work shall comply with all specifications set forth in the RFP, and the CONTRACTOR’s response to said RFP (hereinafter referred to as the “RESPONSE”), both of which are incorporated into this AGREEMENT as if set forth in full herein. In the event of any conflict between the provisions of this AGREEMENT and either or both the RFP or RESPONSE, the provisions of the AGREEMENT shall control. In the event of any conflict between the provisions of the RFP and the RESPONSE, the provisions of the RFP shall control.

All work shall be substantially completed within 90 days of the effective date of this AGREEMENT unless otherwise indicated here:\_\_\_\_\_.

**2. CONSIDERATION.** In consideration of satisfactorily providing the services outlined in SECTION 1 of this AGREEMENT, the CONTRACTOR shall receive the following consideration:

\_\_\_\_\_

The CITY will not provide any fringe benefits. The CONTRACTOR agrees to provide monthly billings in a form acceptable to the CITY. Payment shall be due 30 days after the date of invoice. The final 20% of compensation due to the CONTRACTOR shall not be paid until acceptance by the CITY of the final product.

**3. TERM/TERMINATION.** The term of this AGREEMENT shall commence on the effective date and terminate on the \_\_\_\_ day of \_\_\_\_, \_\_\_\_\_. The CITY reserves the right to terminate this AGREEMENT at any time for the convenience of the CITY upon 30 days written notice to the CONTRACTOR. In the event of termination, the CITY will pay the CONTRACTOR for all satisfactorily completed services prior to termination of this AGREEMENT.

**4. REPRESENTATIVES.**

A. CONTRACTOR'S REPRESENTATIVE: The CONTRACTOR agrees that all services and activities performed pursuant to this AGREEMENT will be coordinated and directed by the CONTRACTOR'S REPRESENTATIVE. In the event the CONTRACTOR'S REPRESENTATIVE is unable to serve in the above-described capacity, the CITY may accept another CONTRACTOR'S REPRESENTATIVE or terminate this AGREEMENT, at its option.

B. CITY'S REPRESENTATIVE: All dealings between the CITY and the CONTRACTOR with respect to the subject matter of this AGREEMENT shall be with the CITY ADMINISTRATOR unless otherwise indicated here:\_\_\_\_\_.

**5. INDEPENDENT CONTRACTOR STATUS.** The parties agree that the relationship of the CONTRACTOR to the CITY created by this AGREEMENT shall at all times be that of an independent contractor. The CITY expressly relies upon the professional judgment of the CONTRACTOR in determining the means by which its obligations under this AGREEMENT shall be performed. The CONTRACTOR shall not be deemed an employee for any purpose (including Federal or State tax purposes) nor be entitled to participate in any plans, arrangements or distributions made by the CITY pertaining to or in connection with any bonus, health or other insurance plan or pension or profit sharing plan maintained by the CITY for the benefit of its employees. Any persons whom the CONTRACTOR provides for service under this AGREEMENT are employees and/or the responsibility of the CONTRACTOR and are not employees or the responsibility of the CITY. The CONTRACTOR shall not, at any time, represent itself to be anything other than an independent contractor with regard to the CITY. The CONTRACTOR shall be solely responsible for all federal and state obligations resulting from all payments received including, but not limited to, State and Federal income taxes and social security taxes.

Neither party shall be considered the agent of the other and absent further written authorization, neither party has general authority to enter into contracts, assume any obligation or make any warranties or representations on behalf of the other.

The CONTRACTOR hereby agrees to furnish the CITY with its taxpayer identification number (or social security number) prior to commencement of work under this AGREEMENT. Failure or delay in furnishing social security numbers or taxpayer identification numbers may result in the withholding of amounts due to the CONTRACTOR from the CITY.

**6. INDEMNITY.** The CONTRACTOR agrees to indemnify, hold harmless and defend the CITY, its elected and appointed officials, officers, employees and agents from any and all claims, suits, damages, losses, and expenses, including but not limited to reasonable attorneys fees, arising out of or resulting from the CONTRACTOR's performance of, or failure to perform, the work provided under this AGREEMENT, but only to the extent caused in whole or in part by the negligent acts or omissions of the CONTRACTOR, or anyone acting under its direction or control, or on its behalf. This indemnity provision shall survive the termination or expiration of this AGREEMENT. The CONTRACTOR shall reimburse the CITY, its elected and appointed officials, officers, employees and agents for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**7. INSURANCE.** Unless otherwise specified in this AGREEMENT, the CONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the work under this AGREEMENT insurance coverage as set forth in Exhibit A attached hereto.

**8. PROJECT DOCUMENTS AND REPORTS.** All documents and reports, estimates, and graphics generated pursuant to this AGREEMENT, completed or partially completed, shall become the property of the CITY upon completion or termination of this AGREEMENT.

Following termination of this AGREEMENT for any reason, it is mutually agreed all documents and reports, estimates, and graphics may be used by the CITY as it sees fit, or by another consultant retained by the CITY for the purpose of proceeding with the project without further or additional obligation or compensation to the CONTRACTOR. The CONTRACTOR is not responsible for the re-use of any documents pertaining to this AGREEMENT, which shall be at the CITY'S sole risk, except as to any errors or omissions for which the CONTRACTOR would be liable without regard to the secondary use of the documents.

Subject to the provisions of Wisconsin's Open Records Law, the CITY shall at all times reserve the right to release all information concerning the project, as well as the time, form and content of the information. Within 10 days of request by the CITY, the CONTRACTOR shall provide to the CITY, any and all documents in the CONTRACTOR'S possession or control pertaining to the work performed pursuant to this AGREEMENT, which are subject to release under Wisconsin's Open Records Law. The CONTRACTOR agrees to indemnify the CITY and pay any and all costs, expenses (including reasonable attorney fees), fees, and damages incurred by, or assessed against, the CITY which arise or result from a failure by the CONTRACTOR to timely provide all such documents to the CITY. This reservation and indemnity shall survive the expiration or termination of this AGREEMENT.

## **9. MISCELLANEOUS PROVISIONS.**

A. ENTIRE AGREEMENT: This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are no understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

B. PARTIES BOUND: This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the CONTRACTOR may not assign any rights or obligations under this AGREEMENT without the prior written consent of the CITY.

C. GOVERNING LAW AND VENUE: This AGREEMENT shall be governed by, construed and interpreted in accordance with the law of the State of Wisconsin. Any legal action arising out of this AGREEMENT shall be venued in Dane County, Wisconsin.

D. HEADINGS AND REFERENCES: The headings used in this AGREEMENT are for convenience only and shall not constitute a part of this AGREEMENT. Unless the context clearly requires otherwise, all references to subdivisions are to subdivisions of this AGREEMENT.

E. SEVERABILITY: If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

F. NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid. Notices to the CITY shall be addressed to the CITY'S REPRESENTATIVE identified in paragraph 4.B., City of Monona, 5211 Schluter Road, Monona, WI 53716. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR'S REPRESENTATIVE at the address identified on page 1.

G. SAFETY AND SECURITY: The CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. The CONTRACTOR shall implement all reasonable safety measures applicable to the work contracted herein. In carrying out its work, the CONTRACTOR shall at all times exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local legal requirements.

H. DELAYS AND WAIVER: The failure of any party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this AGREEMENT shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting party's obligation with respect to future performance of any other terms shall continue in full force and effect. The failure of any party to take any action permitted by this AGREEMENT to be taken by it shall not be construed as a waiver or relinquishment of its right thereafter to take such action.

I. NEUTRAL CONSTRUCTION: The parties acknowledge that this AGREEMENT is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any part hereof.

J. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performance under this AGREEMENT to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

SIGNATURE PAGE TO FOLLOW.

**IN WITNESS WHEREOF**, the parties have executed this **AGREEMENT** effective as of the last date of signature below.

**CITY OF MONONA**

By: \_\_\_\_\_  
Robb B. Kahl, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Joan Andrusz, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO SUFFICIENCY OF FUNDS**

\_\_\_\_\_  
Patrick Marsh, Comptroller

\_\_\_\_\_  
Date

**CONTRACTOR**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name & Title)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name & Title)

## **EXHIBIT A INSURANCE REQUIREMENTS**

Unless otherwise specified in this AGREEMENT, the CONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

**Worker's Compensation and Employer's Liability Insurance**—The CONTRACTOR shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of its employees in accordance with the laws in the State of Wisconsin. The CONTRACTOR shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease (policy limit), and \$1,000,000 disease (each employee).

**Commercial General Liability and Automobile Liability Insurance**—The CONTRACTOR shall provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage**—Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

**Limits**—The CONTRACTOR shall maintain limits no less than the following:

1. General Liability—One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the CITY) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability—One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the AGREEMENT.

**Required Provisions**—The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises occupied or used by the CONTRACTOR; and vehicles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. For any claims related to this project, the CONTRACTOR'S insurance shall be primary insurance as respects the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this AGREEMENT shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the CONTRACTOR, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the CITY.
6. Such liability insurance shall indemnify the CITY against loss from liability imposed by law upon, or assumed under contract by, the CONTRACTOR for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment and blanket contractual liability. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the CITY, and shall have a minimum A.M. Best's rating of A-VII.

**Deductibles and Self-Insured Retentions**—Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

**Evidences of Insurance**—Prior to the CONTRACTOR'S commencement of work under the AGREEMENT, the CONTRACTOR shall file with the CITY a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this AGREEMENT. Such evidence **shall include** an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-7.

The CONTRACTOR shall, upon demand of the CITY, deliver to the CITY such policy or policies of insurance and the receipts for payment of premiums thereon.

**Sub-Contractors**—In the event that the CONTRACTOR employs other contractors (sub-contractors) as part of the work covered by this AGREEMENT, it shall be the CONTRACTOR'S responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.