

RUSH

Contract Routing Form

ROUTING: Urgent Rush

printed on: 03/06/2017

Contract between: Drax Inc
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Warner Boat Launch Breakwater Reconstruction

Contract No.: 7877
Enactment No.: RES-17-00157
Dollar Amount: 708,690.00

File No.: 45902
Enactment Date: 03/02/2017

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|---------------|--------------|
| City Clerk | 3-6-2017 | 3-6-2017 |
| Director of Civil Rights | 3.6.17 | 3.9.2017 FNT |
| Risk Manager | 3.10.17 | 3/10/17 |
| Finance Director | 3.10.17 | 3-10-17 PW |
| City Attorney | 3.10.17 | 3.10.17 |
| Mayor | 3.10.17 | 3.10.17 |

Please return signed Contracts to the City Clerk's Office
Room 103, City-County Building for filing.

Original + 2 Copies

03/06/2017 11:41:58 enknb - Sally Swenson - 2664862

Dis Rights: OK / NIA / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: \$ 708,690
AA Plan: Approved
Amendment / Addendum # NIA
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt

RUSH

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| | | | | |
|-----------------|--|------------|---------------|--|
| File #: | 45902 | Version: 1 | Name: | Awarding Public Works Contract No. 7877, Warner Boat Launch Breakwater Reconstruction. |
| Type: | Resolution | | Status: | Passed |
| File created: | 1/30/2017 | | In control: | <u>BOARD OF PUBLIC WORKS</u> |
| On agenda: | 2/28/2017 | | Final action: | 2/28/2017 |
| Enactment date: | 3/2/2017 | | Enactment #: | RES-17-00157 |
| Title: | Awarding Public Works Contract No. 7877, Warner Boat Launch Breakwater Reconstruction. | | | |
| Sponsors: | <u>BOARD OF PUBLIC WORKS</u> | | | |
| Attachments: | 1. Contract 7877.pdf | | | |

[History \(3\)](#)
 [Text](#)

Fiscal Note

The 2016 Adopted Capital Budget for the Stormwater Utility approved \$500,000 for the Warner Park Boat Launch Breakwater project, under the major program Shoreline Improvement Program which makes large-scale improvements to the public shoreline of lakes, creeks, and rivers. Funding is provided by Stormwater Reserves and GO Borrowing. The 2016 Adopted Capital Budget for the Parks Division includes \$550,000 for improvements to the Warner Park boat launch and breakwater wall under the major program Beach and Shoreline Improvements, funding is provided by GO Borrowing. The respective projects have sufficient budget authority for the work proposed in this resolution.

The proposed resolution approves the contracts for the Warner Boat Launch Breakwater Reconstruction at a cost of \$708,690.

MUNIS:
 17427-51-130
 10990-84-174

Title

Awarding Public Works Contract No. 7877, Warner Boat Launch Breakwater Reconstruction.

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the



low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 7877) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7877
WARNER BOAT LAUNCH BREAKWATER RECONSTRUCTION

DRAX, INC.

\$656,186.00

Acct. No. 17427-51-130:54250(91223) \$415,811.00
Contingency 8%± 33,269.00
Sub Total \$449,080.00

Acct. No. 10990-84-174-84300:54445(91223) \$240,375.00
Contingency 8%± 19,235.00
Sub Total \$259,610.00

GRAND TOTAL \$708,690.00

Name: KLEIN, JOHN C

NPN: 238254

Domicile State: Minnesota

Domicile Country: United States

Resident? No

Business Address: ST. PAUL, MN 55126

| <u>Company Name</u> | <u>FEIN</u> | <u>NAIC CoCode</u> | <u>License Type</u> | <u>Line of Authority</u> | <u>Appointment Date</u> | <u>Appointment Effective Date</u> | <u>Appointment Expiration Date</u> |
|--|-------------|--------------------|---------------------------------|--------------------------|-------------------------|-----------------------------------|------------------------------------|
| Fidelity and Deposit Company of Maryland | 13-3046577 | 39306 | Intermediary (Agent) Individual | Casualty | 11/10/2015 | 3/1/2017 | 2/28/2018 |
| Fidelity and Deposit Company of Maryland | 13-3046577 | 39306 | Intermediary (Agent) Individual | Property | 11/10/2015 | 3/1/2017 | 2/28/2018 |

\$656,186.00
FILE

BID OF DRAX, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WARNER BOAT LAUNCH BREAKWATER RECONSTRUCTION

CONTRACT NO. 7877

PROJECT NO. 10990

MUNIS NO. 10990

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON FEBRUARY 28, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>


**WARNER BOAT LAUNCH BREAKWATER RECONSTRUCTION
CONTRACT NO. 7877**

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This Proposal, and Agreement have
been prepared by:

**CITY ENGINEERING DIVISION
CITY OF MADISON
MADISON, DANE COUNTY, WISCONSIN**



Robert F. Phillips, P.E., City Engineer

RFP: scs

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

| | |
|--|--|
| PROJECT NAME: | WARNER BOAT LAUNCH BREAKWATER RECONSTRUCTION |
| CONTRACT NO.: | 7877 |
| SBE GOAL | 5% |
| BID BOND | 5% |
| PRE BID MEETING (1:00 P.M.) | 1/20/2017 |
| PREQUALIFICATION APPLICATION DUE (1:00 P.M.) | 1/20/2017 |
| BID SUBMISSION (1:00 P.M.) | 1/27/2017 |
| BID OPEN (1:30 P.M.) | 1/27/2017 |
| PUBLISHED IN WSJ | 1/13/2017 & 1/20/2017 |

PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2016 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

The Contractor shall review these Specifications prior to preparation of proposals for the work to be done under this contract, with specific attention to Article 102, "BIDDING REQUIREMENTS AND CONDITIONS" and Article 103, "AWARD AND EXECUTION OF THE CONTRACT." For the convenience of the bidder, below are highlights of three subsections of the specifications.

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

In accordance with Wisconsin State Statutes 66.0901 (2) and (3), all bidders must submit to the Board of Public Works proof of responsibility on forms furnished by the City. The City requires that all bidders be qualified on a biennial basis.

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a). of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

No bid will be accepted that does not contain an adequate or reasonable price for each and every item named in the Schedule of Unit Prices.

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid must be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPANCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDDir.cfm.

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid. This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

WARNER BOAT LAUNCH BREAKWATER RECONSTRUCTION CONTRACT NO. 7877

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104 SCOPE OF WORK

This contract and associated plan set describes the work necessary to replace the existing riprap face of the Warner Breakwater, remove and replace the four existing concrete boat launch ramps, and dredge Lake Mendota between the Warner Breakwater and Warner Boat Launch. All portion of this project shall be completed continuously or concurrently.

SECTION 104.4 INCREASE OR DECREASE QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on conditions encountered in the field. If the actual quantities vary from the plan quantity by more than allowed in Section 104.4 of the Standard Specifications for Public Works Construction, no additional compensation shall be given for increasing or decreasing quantities.

The bid prices for this item shall remain per the bid documents regardless of the percentage changes.

SECTION 105.12 COOPERATION OF THE CONTRACTOR

The City is not aware of any other projects occurring in the immediate vicinity of the project.

SECTION 108.2 PERMITS

The following permits are required (and have been or will be applied for by the City) for this project:

- Army Corps of Engineers General Permit
- WI-DNR Chapter 30 Permit – See Attached Permit Conditions
- City of Madison Erosion Control and Stormwater Management Permit

It shall be the responsibility of the Contractor to obtain the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Wisconsin DNR Dewatering

All permit costs shall be included in the Lake Control bid item for the contract.

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction. Any

questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

With regard to Control of Invasive or Exotic Species, the Chapter 30 permit will stipulate that any equipment or materials that may be in contact with invasive or exotic species must be decontaminated prior to and after work at the project site. It shall be the Contractor's responsibility to comply with decontamination requirements.

The Contractor shall meet the conditions of the permits involving properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, as directed by the Construction Engineer or his designees, or as directed by any official representative of the DNR or USACOE. This work will be paid for under the appropriate bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on this project on or before March 15, 2017, or as soon as weather and ice conditions permit, and the contract has been fully executed. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091). The time of completion shall be May 19, 2017.

The Contractor shall limit the workdays from 7:00 a.m. to 7:00 p.m., unless approved by the Engineer in writing and no work shall be performed on holidays.

SECTION 301.10 CONCRETE WASTE MANAGEMENT

The Contractor shall be prepared to collect and manage all concrete waste generated on this project.

BID ITEM 10912: MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment and staging is permitted within the Warner Boat Launch parking lot, immediately adjacent to the project. Equipment and materials shall not be staged on Woodward Drive.

The Contractor shall take the necessary precautions to maintain the Warner Boat Launch parking lot in the current condition, without significant damage to the existing asphalt surface. If damage occurs to the parking lot outside of the asphalt repair limits as shown in the plan set, the Contractor shall repair this damage at no additional cost to the City.

METHOD OF MEASUREMENT

Mobilization shall be measured as a Lump Sum.

BASIS OF PAYMENT

Mobilization shall be measured as described above, and shall be paid at the contract unit price, which shall be considered full compensation for work as defined in this bid item.

BID ITEM 30141: TYPE A SLURRY BACKFILL

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to provide and install Type A slurry, as defined in Section 301.9 of the Standard Specifications.

Work under this bid item shall include all work necessary to construct appropriate forms and place the slurry in a manner that prevents the slurry from spilling beyond the forms into the lake.

Equipments and efforts necessary to control water levels for the placement of the slurry shall be paid under Bid Item 90030, Lake Control.

METHOD OF MEASUREMENT

Type A Slurry Backfill shall be measured per Cubic Yard of material provided and placed.

BASIS OF PAYMENT

Type A Slurry Backfill shall be measured as described above, and shall be paid at the contract unit price, which shall be considered full compensation for work as defined in this bid item.

BID ITEM 90030: LAKE CONTROL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to control lake levels in order to complete the work as defined in the special provisions and plan set.

The Contractor shall submit to the Project Engineer for approval, a detailed lake control plan. The plan shall be submitted a minimum of 10 business days prior to starting work and shall clearly state the methods and materials proposed to control lake levels for the installation of the boat launch and, if deemed necessary, the replacement of the breakwater face.

The Contractor shall be aware that any dewatering, including trench dewatering or pumping accumulated storm water, shall include stormwater treatment for sediment removal prior to discharge off-site. At a minimum, this treatment shall include filtering the water via a sediment bag prior to discharge. The geotextile bag shall have a 0.040 mm apparent opening size (AOS). If, at the determination of the Construction Engineer, this treatment process is not providing sufficient sediment removal, the Contractor shall add polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

If necessary the Contractor shall obtain, from the Wisconsin Department of Natural Resources (WDNR), in accordance with Paragraph 144.025(2)(e), Wisconsin Statutes, permits for all groundwater control wells which singly or in aggregate produce 70 or more gallons per minute. All wells shall be drilled and sealed in accordance with requirements of the WDNR for installing and abandoning wells. The address for obtaining well permits is:

Wisconsin Department of Natural Resources
Private Water Supply Section
BOX 7921
Madison, Wisconsin 53707.

The Contractor shall be solely responsible for choosing a method of groundwater control that is compatible with the constraints defined. The Contractor shall be responsible for the adequacy of the

groundwater control system and shall take all necessary measures to insure that the groundwater control operation will not endanger or damage any existing adjacent utility or structure.

The method or methods shall be designed, installed and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage and disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

Borings are provided in these bid documents to assist the Contractor in determining what methods are required to dewater the site.

METHOD OF MEASUREMENT

Lake Control shall be measured as a Lump Sum for all storm control necessary throughout construction.

BASIS OF PAYMENT

Lake Control shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to control storm flows, divert stormwater, and treat stormwater prior to discharge for the duration of the project.

BID ITEM 90031: REMOVE BOAT LAUNCH

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to fully remove the four existing concrete boat launches, underlying fill material, asphalt ramps, and any asphalt necessary to complete grading as shown in the plan set. **The concrete pier abutments will remain and are not to be removed.**

Design documents show the existing ramp to be 8-inch concrete reinforced with 6x6, 10/10 welded wire fabric, which is underlain by 6 inches of crushed stone. Construction documentation for the original installation is unavailable and this design information shall be considered approximate. All concrete, steel or wire reinforcement, crushed stone, or other materials associated with the existing launch shall be fully removed from the site.

If the existing launches are doweled into the pier abutments, the Contractor shall remove the dowels to a depth of 3-inches into the abutment. The pier shall be appropriately patched with a smooth surface.

The Contractor shall haul and appropriately dispose of all concrete, reinforcing steel, asphalt, crushed stone, and any other material generated during the removal of the boat launches.

METHOD OF MEASUREMENT

Remove Boat Launch shall be measured as a Square Yard.

BASIS OF PAYMENT

Remove Boat Launch shall be paid for at the contract unit price, which shall be full compensation for fully removing the four, existing boat launch ramps, as well as hauling and properly disposing of all materials generated during the removal.

BID ITEM 90032: 8-INCH CONCRETE BOAT LAUNCH

DESCRIPTION

Work under this item includes all materials, equipment, labor, and incidentals required to construct four concrete boat launch ramps as described in these special provisions and to the lines and grades shown on the plan set. This bid item includes all work necessary to excavate and prepare an appropriate base for the installation. Lake Control, which shall include all work necessary to exclude or manage lake water during the installation shall be paid under Bid Item 90030.

MATERIALS

CONCRETE

Concrete provided and placed per this bid item shall comply with Article 301 of the Standard Specifications for Public Works Construction, except as defined below:

- Grade A concrete as defined in Wisconsin DOT Standard Specifications Section 501
- ¼-inch-thick (maximum) aggregate
- Type II (low-alkali) cement
- Water:Cement ratio shall be less than 0.45
- 4,000 psi minimum 28-day compressive strength concrete
- Air Entrainment: 6% by volume, +/- 1%
- 3-4 inch slump
- #4 rebar, non-epoxy coated

Concrete shall be tested in accordance with Section 301.2 of the Standard Specifications.

BASE

The concrete launches shall be underlain with a minimum of 10 inches of mechanically-compacted, crushed aggregate. Aggregate shall be layered: 8 inches of gradation number 1, as defined in Article 401 of the Standard Specifications, shall be overlain with 2 inches of gradation number 2. Provision and placement of the aggregate shall be included in this bid item.

Excavation Cut necessary to place the base layers shall be included with this bid item. Hauling and properly disposing of excavated material shall also be included in this bid item.

CONSTRUCTION

PLACEMENT

Concrete placement shall begin at the bottom of the ramp and proceed in an uphill direction. The surface shall be floated immediately, and any aggregate that is at the surface or causing problems shall be pushed down.

Concrete shall be poured in a maximum width of 16 feet for the ramps on either end. The center ramps shall be poured in two, equal, 15-foot widths.

CONSTRUCTION JOINTS

Contraction joints shall be placed a maximum of 20 feet apart. Contraction joints shall be constructed in accordance with Standard Detail Drawing 3.11, with the exception that dowel bar diameter shall be a smooth, 7/8" bar.

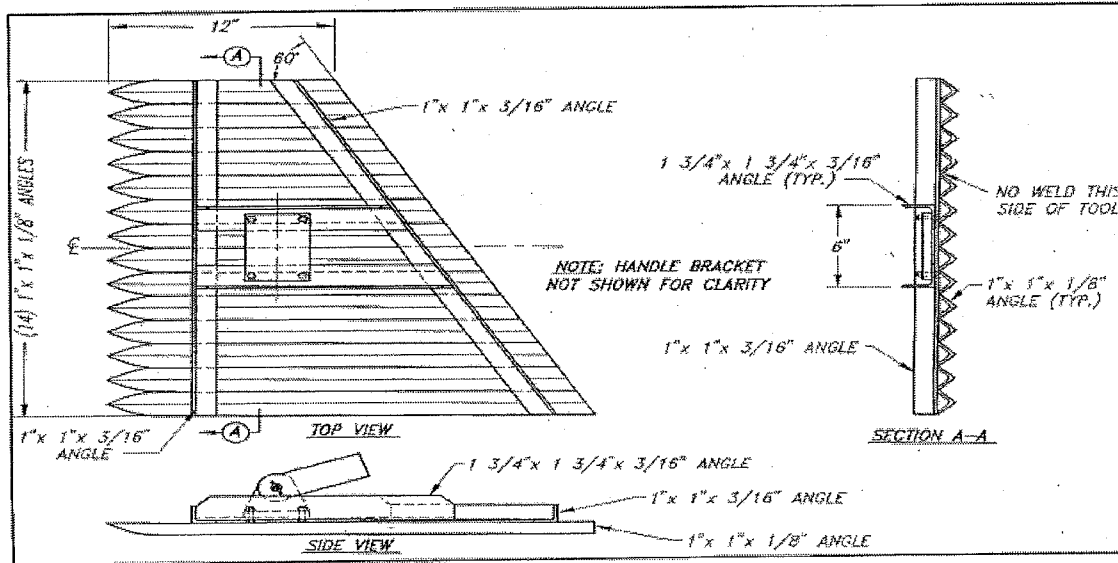
COLD WEATHER PROTECTION

If necessary, the Contractor shall take appropriate steps to protect newly placed concrete from cold weather. Cold weather protection shall comply with Section 301.8 of the Standard Specifications, and/or the direction of the Construction Engineer.

Cold weather protection shall be expected based on the contract schedule. Costs associated with cold weather protection shall be included with this bid item.

FINISHING

The ramp surfaces shall be finished with 1-inch by 1-inch V-grooves. The grooves shall be constructed at a 60-degree angle to the centerline of the ramp. The States Organization for Boating Access recommends a tool as shown below for creating the grooves. This tool, or an approved equivalent shall be used.



METHOD OF MEASUREMENT

8-Inch Concrete Boat Launch shall be measured per Square Yard of complete boat launch placed in the field.

BASIS OF PAYMENT

8-Inch Concrete Boat Launch shall be paid for at the contract unit price, which shall be considered full compensation for construction of the structure described above including, excavation necessary to place the base materials, provision and placement of base materials, provision and placement of concrete and reinforcing steel, finishing the concrete as described, and appropriately curing the concrete for the weather conditions.

BID ITEM 90033: CONCRETE ACCESS RAMPS

DESCRIPTION

This bid item includes all labor, materials, equipment, and incidentals necessary to construct concrete ramps as shown on the plan set and described in these Special Provisions. The ramps shall be constructed of concrete as described in Bid Item 90032 and to the grades and lines shown on the plan set.

The ramps shall be doweled into the existing, concrete dock abutments with 3, #4 rebar dowels, spaced evenly. The ramps shall not be doweled to the concrete boat launches. Backfill between the new ramps and the existing dock abutments shall consist of clean, mechanically compacted, crushed aggregate. The concrete ramp footer shall be underlain with 10" of clean, mechanically compacted, crushed aggregate. Provision and placement of this material is included in this bid item.

If the concrete ramps are poured separately, they shall be tested in accordance with Section 301.2 of the Standard Specifications.

The concrete ramps shall be constructed such that the end elevations are flush with the asphalt patch and the existing concrete pier abutments. Elevations stated on the plan set are of secondary importance to providing a flush joint.

The ramp surfaces shall be broom finished when appropriate; the ramps shall not be finished with V-grooves.

METHOD OF MEASUREMENT

Concrete Ramps shall be measured per Each ramp constructed in the field.

BASIS OF PAYMENT

Concrete Ramps shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description, including provision and placement of crushed aggregate base and backfill, provision and placement of concrete and steel, finishing the concrete as described, and curing the concrete for the weather conditions.

BID ITEM 90034: ASPHALT REPAIR

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to repair the asphalt ramp adjacent to the boat launch, including any necessary grading. The Contractor shall sawcut the existing pavement at the limits shown on the plan set, which is 10 feet from the edge of the concrete ramps.

The Contractor shall complete grading as necessary to provide a uniform approach between the existing asphalt and the new concrete ramps. The Contractor shall then import, place, and compact 6 inches of crushed aggregate base course. Three inches of HMA Pavement Type E-0.3 shall be placed in accordance with Article 4 of the Standard Specifications. Compaction with a hand compactor will be acceptable for this repair.

Estimated quantities for the repair, based on plan dimensions, are:

- Aggregate: 42 tons, Gradation #2
- Asphalt: 15 tons

METHOD OF MEASUREMENT

Asphalt Repair shall be measured per Square Yard of repair made in the field.

BASIS OF PAYMENT

Asphalt Repair shall be measured as described above and shall be paid for at the contract unit price, which shall be considered full compensation for sawcutting and removing existing asphalt, importing and placing 6 inches of crushed aggregate base course, and importing and placing 3 inches of HMA Pavement Type E-0.3.

BID ITEM 90035: REGRADE EXISTING ACCESS ROAD

DESCRIPTION

Work under this item shall include labor, equipment, and incidentals necessary to grade, excavate, or reshape the existing access road in preparation of construction of the new access road. All reused material shall be at the discretion of the Construction Engineer.

If necessary, the Contractor shall remove excess aggregate. This material may be reused as backfill beneath the concrete ramps or within the 8-inch layer of gradation number 1 material in the new access road provided the material is free of large stones and organic matter. This material shall not be reused for the base course of the concrete ramp installation.

This bid item shall provide payment for base preparation of the new access road. Geotextile filter fabric and crushed aggregate required for the construction of the new road shall be paid separately.

Review of cross-section data shows that material will be removed to grade for the proposed road. Estimated quantities, based on average end area calculations are:

- 15 cubic yards excess cut

METHOD OF MEASUREMENT

Regrade Existing Access Road shall be paid per Square Yard based on Plan Quantity without measurement thereof. Plan Quantity was determined from survey data.

BASIS OF PAYMENT

Regrade Existing Access Road shall be measured as described above and paid for at the contract price shall be full compensation for all work, materials and incidentals to complete the work in accordance with the description.

BID ITEM 90036: CONSTRUCT ACCESS ROAD

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to provide and place crushed aggregate to the lines and grades shown on the plan set, for the purpose of constructing the new access road.

The access road consists of non-woven geotextile filter fabric, overlain with 8 inches of crushed aggregate number 1 and 2 inches of crushed aggregate number 2, as defined in Article 401 of the Standard Specification. Provision and placement of all materials necessary to construct the access road are included in this bid item, the quantities of which are estimated as:

- Geotextile Fabric Type SAS (Non-Woven): 610 square yards (contains 15% excess for overlap, etc.)
- Crushed Aggregate No.1: 192 tons (assumes 15% excess for loss in stone, etc.)
- Crushed Aggregate No.2: 83 tons (assumes 15% excess for loss in stone, etc.)

METHOD OF MEASUREMENT

Construct Access Road shall be paid per Linear Foot of access road constructed in the field.

BASIS OF PAYMENT

Construct Access Road shall be measured as described above and paid for at the contract price shall be full compensation for all work, materials and incidentals to complete the work in accordance with the description.

BID ITEM 90037: 6' X 3' PRECAST BOX CULVERT

DESCRIPTION

This item shall include all work, materials, equipment, and incidentals necessary to provide and install the three sections of 6-foot by 3-foot box culvert as shown on the plan set, and as detailed here. This shall include provision and placement of filter fabric, bedding material, and backfill. Provision and placement of slurry fill between the boxes shall be paid separately.

The box shall meet ASTM C789/AASHTO M259 standards.

This item includes all necessary removal and disposal of, off site at a location to be provided by the Contractor, excess trench excavation. Further, the work under this item includes stockpiling and reuse of trench spoils for backfill of the trench.

The existing breakwater is underlain with woven, geotextile filter fabric similar to Mirafi 600x. The Contractor shall remove this material as necessary for the placement of the box culverts. The fabric shall be cut to form clean edges and shall not be ripped out during mechanical excavation.

The Contractor shall be responsible for coordinating delivery of the box, unloading, and other incidentals associated with the installation.

The Contractor shall abide by the following guidelines when installing the box culverts:

- The geotextile filter fabric shall be included in this bid item and shall be Mirafi 600x, or approved equivalent. The fabric shall be installed per manufacturer's recommendations, and shall include any and all necessary overlap with existing fabric.
- Two feet of clear stone shall be placed over the filter fabric, beneath the box sections. Provision and placement of this material is included in this bid item.
- Type A Slurry, that complies with Section 301.9 of the Standard Specs, shall be used to backfill between the box culverts. Provision and placement of this material shall be paid separately under Bid Item 30141.
- Backfill above the box culverts shall consist of 3 to 12 inch stone. Material generated during excavation for culvert placement may be reused provided it is clean, meets the general gradation requirements, and is free from boulders and organic material.

METHOD OF MEASUREMENT

6' x 3' Precast Box Culvert shall be measured per Linear Foot of box culvert provided and installed in the field.

BASIS OF PAYMENT

6' x 3' Precast Box Culvert shall be measured as defined above and paid at the contract unit price, which shall be considered full compensation for all work, materials and incidentals to complete the work in accordance with the description.

BID ITEM 90038: REMOVE AND REPLACE LIGHT BASES

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to remove and reconstruct the existing light bases. The bases are being removed due to the raising of the breakwater access road.

Prior to beginning any electrical work, the Contractor shall coordinate work with Paul Janes, the Parks electrician. Mr. Janes can be reached at 266-4711 or pjanes@cityofmasdison.com.

The Contractor shall remove the existing poles from the light bases and store them in an appropriate place and manner until reinstalled.

The Contractor shall remove the bases when necessary, including disconnecting all wires. When appropriate, the Contractor shall reinstall new bases that match the existing bases and are compatible with the existing poles. It is assumed these bases are a Type G base, as detailed in Standard Detail Drawing 6.11, or similar.

If necessary, the Contractor shall replace up to 20 feet of conduit per base replacement. Any additional conduit needed to complete the base replacement shall be paid separately under the appropriate bid item. It is assumed the existing conduit is 1 1/4 " schedule 40 PVC, or similar. New conduit shall either match existing, or be replaced entirely.

The existing poles shall be reset by the Contractor

The Contractor shall run new wire from the light pole near the boat launch, on land by the parking lot, through to the last pole. This shall include running wire out the top of each pole, leaving sufficient slack to connect new fixtures. The fixtures will be replaced by Parks personnel. Provision and placement of the wire shall be paid under Bid Item 60256.

All work shall be coordinated with and completed under the direction and supervision of Mr. Janes of the Parks Division, who will have final approval for acceptance of the work.

It is assumed that the existing electrical wires are housed in 2-inch, Schedule 40 PVC conduit. Differing conditions may exist in the field.

METHOD OF MEASUREMENT

Remove and Replace Light Bases shall be measured per Each base removed and replaced on site, and accepted by the Parks Division.

BASIS OF PAYMENT

Remove and Replace Light Bases shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work, materials, equipment, and incidentals necessary remove the existing light bases and replace them with new bases that are compatible with the existing light poles.

BID ITEM 90039: DREDGING

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to dredge sediments from Lake Mendota within the dredging limits shown on the plan set. The intent of the dredging is to remove sediment that has been accumulated between the breakwater and the boat launch. Additional sediment will be removed with the box culvert installation.

The Contractor shall submit for approval a dredging plan that details the proposed methods, equipment, and materials necessary to complete the dredging. Mechanical dredging is an acceptable method. The turbidity barrier shall be fully installed prior to beginning any dredging work.

The ultimate water depth will be approximately 5 feet from the summer minimum level, or an elevation of 844.5 (NGVD88). The Contractor shall note that the Lake Mendota water level is often well above the summer minimum. Lake level data is available through Dane County's website at: <https://www.countyofdane.com/lwrld/lakelevels/lakelevelsearchpg.aspx>

Real-time lake levels can be found at:

https://waterdata.usgs.gov/wi/nwis/current/?type=dane&group_key=NONE

All costs related to dredging, regardless of method, shall be included with this bid item. No separate payment shall be made for facilitating access, temporary fills, barges, etc. The Contractor may elect to accomplish dredging by placement of temporary fill into the lake in order to create a dredge access road; no separate payment shall be made for the construction of temporary access roads. Only clear stone will be approved for use as a temporary access road. Any temporary fill material or structures placed on the lake bottom by the Contractor to facilitate dredging access shall be fully removed prior to removal of the turbidity barrier.

If trash is encountered in the dredging process, it shall be segregated and properly disposed of by the Contractor. Managing any large trash shall be considered incidental to this bid item.

Dredging materials shall be hauled in water-tight, sealed trucks to the City of Madison clean fill site at 4452 Sycamore Avenue. The clean fill site can be accessed via the Streets east side drop off site, located at 4602 Sycamore Avenue. Access to the site is controlled by a gate and RFID reader. The Contractor shall be prepared to provide truck ID numbers to receive access stickers.

All hauling activities shall be coordinated with Mr. Chris Scharf of City Engineering. Mr. Scharf can be reached at 266-4430 or cscharf@cityofmadison.com.

The Contractor shall stockpile the material at the direction of City of Madison Operations staff. Stockpile locations may change throughout the project, based on City Operations need for site access. Dredged material shall be contained with a silt fence, the provision and installation of which shall be paid under Bid Item 21022. All costs associated with hauling the dredge material shall be included in this bid item.

Upon approval from the City of Madison Operations staff, the final stockpile will become the responsibility of the City to manage. The Contractor will not be responsible for the final dewatering or final disposal of the material.

Estimated quantity for dredging, determined using average end area based on 25 foot cross-sections for the area between the breakwater and boat launch, and plan area by removal depth for the box culvert placement, is:

- 1600 cubic yards (no swell or shrink factor applied)

METHOD OF MEASUREMENT

Dredging shall be paid per Cubic Yard of material removed from Lake Mendota. This item may be measured per Plan Quantity, which was determined using average end area based on 25 foot cross-sections. Alternatively, the Contractor may choose to measure the volume by survey. The final volume shall be computed by determining the difference between the original ground surface and the final surface of the stockpile location. If this method is chosen, the Contractor shall assume the cost of collecting all necessary survey data for volume computation.

BASIS OF PAYMENT

Dredging shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to dredge Lake Mendota within the defined limits and haul that material to the Sycamore clean fill site.

BID ITEM 90040: REMOVE EXISTING BREAKWATER FACE

DESCRIPTION

Work under this bid item shall include all labor, equipment, materials, and incidentals necessary to remove the existing riprap from the lakeside face of the breakwater. The Contractor shall remove the deteriorating stone, concrete grout, and any additional miscellaneous material.

If necessary, the face of the breakwater shall be stabilized while placing the geotextile filter fabric and new stone. Stabilization of the existing breakwater shall be included in this bid item. Placement of the new filter fabric and stone shall be paid under Bid Item 90041.

The Contractor may choose to segregate durable boulders from the removed material and use them to fill, as necessary, the boat launch side of the breakwater. Durable boulders are considered those that have not fractured or cracked and remain in sound condition. Segregated and salvaged material shall not be reused on the lake side of the breakwater.

All remaining material shall be removed from the site and managed, at an appropriate location, by the Contractor.

Estimated quantity for riprap face removal, determined using average end area based on 25 foot cross-sections is:

- 716 cubic yards

METHOD OF MEASUREMENT

Remove Existing Breakwater Face shall be measured as a Lump Sum.

BASIS OF PAYMENT

Remove Existing Breakwater Face shall be measured as described above and paid at the contract unit price, which shall be full compensation for completing work described in this bid item.

BID ITEM 90041: RIPRAP

DESCRIPTION

This bid item shall include all work, materials, labor and incidentals necessary to provide and place riprap face of the breakwater, to provide and place or salvage and place stone on the launch side of the breakwater, and to provide and place stone as necessary around the box culverts and along disturbed sections of the shoreline.

BREAKWATER (Lake Side)

The breakwater face shall be restored with stone defined below and to the lines and grades shown on the plan set.

Stone shall meet the following requirements:

- Size shall range from 10" to 36" with 50 percent of the material above 20".
- Angular

- Stone shall be either Baraboo Quartzite, Waterloo Quartzite, or Dolomitic Limestone, or approved equal. If using limestone, it shall be sourced from a quarry mining the Fond du Lac formation and meet the following specifications:

| | |
|---|------------|
| ○ Water Absorption (ASTM C97) | 0.36% |
| ○ Density (ASTM C97) | 174 pcf |
| ○ Modulus of Rupture (ASTM C99) | 1450 psi |
| ○ Compressive Strength w/Rift (ASTM C170) | 29,000 psi |
| ○ Compressive Strength across Rift | 34,000 psi |

Stone shall be placed at a maximum slope of 5:1 horizontal to vertical and shall be underlain with woven geotextile filter fabric Mirafi 600x, or approved equal. Filter fabric shall be installed per manufacturer's recommendations, including seaming or overlapping requirements. Where applicable, the Contractor shall locate the existing layer of filter fabric and place new filter fabric over this layer.

The Contractor may elect to use smaller stone to prepare an appropriate slope for the riprap. If using this stone, it shall be 6-inches to 12-inches in diameter and consist of Baraboo Quartzite, Dolomitic Limestone as described above, or glacial field stone. Glacial field stone shall be rounded, durable stone that has been sorted from glacial till. Glacial field stone shall not be "made" or crushed stone and it shall not be used as the larger, outer stone. If smaller stone is used to build an adequate slope, a minimum of 3-feet of 10" to 36" riprap shall be used. No reduction in the minimal riprap thickness shall be permitted.

SHORELINE

The shoreline immediately adjacent to the breakwater shall be restored with stone as defined above. Slopes shall be 2:1 horizontal to vertical or flatter.

New stone shall be underlain with woven geotextile filter fabric Mirafi 600x, or approved equal. Filter fabric shall be installed per manufacturer's recommendations, including seaming or overlapping requirements.

BREAKWATER (Launch Side)

Stone used on the launch side of the breakwater to finish the access road, or level the breakwater does not need to meet the gradation requirements detailed in the previous section. For ease of placement, the Contractor may choose to use smaller material, provided it approximately matches the in-situ stone on the launch side.

Additionally, the Contractor may choose to salvage durable material from the lake side during the removal of the existing breakwater face. Durable boulders are considered those that have not fractured or cracked and remain in sound condition. Segregated and salvaged material shall not be reused on the lake side of the breakwater. Salvage, storage, and placement of these materials shall be included in this bid item. All reused material shall be at the discretion of the Construction Engineer.

New stone shall be underlain with woven geotextile filter fabric Mirafi 600x, or approved equal. Filter fabric shall be installed per manufacturer's recommendations, including seaming or overlapping requirements.

METHOD OF MEASUREMENT

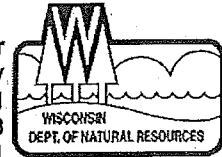
Riprap shall be measured per Square Yard of riprap placed in the field as measured by surface area.

BASIS OF PAYMENT

Riprap shall be measured as described above and paid at the contract unit price, which shall be full compensation for providing and placing riprap and filter fabric as described in these special provisions and shown in the plan set.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
South Central Region Headquarters
3911 Fish Hatchery Road
Fitchburg, WI 53711-5397

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



July 14, 2016

3-SD-1986-13-0057

City of Madison
City-County Building, Room 104
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

RE: Maintenance of the Warner Park Boat Launch located on Lake Mendota, in the SE quarter of the NW quarter of Section 36, Township 8 North, Range 9 East, City of Madison, Dane County.

The City of Madison is proposing the repair and maintenance of the Warner Park Boat Launch. The launch will be within the same footprint and be of the same design as the original permit. I reviewed permit 3-SD-1986-13-0057 and determined that the original permit issuance allows for maintenance of the launch. Please see the attached original permit. Based on this determination, a new Chapter 30 waterway permit application will not be required. This letter will serve as department authorization to perform the proposed maintenance. Please inform me of when the maintenance activity will begin.

If you have any questions about this determination, please feel free to contact me at 608-275-3481 or email to wendy.peich@wisconsin.gov.


Wendy Peich
Water Management Specialist

cc: Kerrie Hauser, Project Manager, (651) 290-5903, U.S. Army Corps of Engineers
Conservation Warden

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

State of Wisconsin
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05/31/2013

IP-SC-2013-13-00159

City of Madison, Parks Division
Kay Rutledge, Park Planning and Development Supervisor
210 Martin Luther King Jr. Blvd. Rm. 104
Madison, WI 53703

Dear Ms. Rutledge:

The Department of Natural Resources has completed its review of your application for a permit to remove materials from the bed of Lake Mendota, in the City of Madison, Dane County. You will be pleased to know your application is approved with a few limitations.

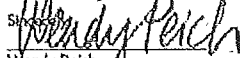
I am attaching a copy of your permit, which lists the conditions that must be followed. A copy of the permit must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please call me at (608) 275-3481.

Sincerely,


Wendy Peich
Water Management Specialist

Wendy Peich

Water Management Specialist

cc: Simone Kolb, Project Manager, U.S. Army Corps of Engineers
Dane County Zoning Administrator
Contractor
Consultant

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**Dredging PERMIT
IP-SC-2013-13-00159**

The City of Madison is hereby granted under Section 30.20(2), Wisconsin Statutes, a permit to remove materials from the bed of Lake Mendota, in the City of Madison, Dane County, also described as in the NE1/4 of the SW1/4 of Section 36, Township 8 North, Range 9 East, subject to the following conditions:

PERMIT

1. You must notify Wendy Peich at phone (608) 275-3481 before starting construction and again not more than 5 days after the project is complete.
2. You must complete the initial dredging project as described on or before 03/15/2016. If you will not complete the project by this date, you must submit a written request for an extension prior to expiration of the initial time limit specified in the permit. Your request must identify the requested extension date. The Department shall extend the time limit for an individual permit or contract for no longer than 5 years if you request the extension before the initial time limit expires. You may not begin or continue construction after the original permit expiration date unless the Department extends the permit in writing or grants a new permit.
3. Annual dredging may occur until 03/15/2023.
4. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.

Dredging:

5. Materials must be removed by equipment, which is designed to minimize the amount of sediment that can escape into the water. Equipment must be properly sized so that excavation conforms to the plans submitted.
6. Removal must not exceed 2400 CY for 2013 as specified in the application and plans.
7. You must dredge to the dimensions and elevations shown on your approved plans.
8. You must not deposit or store any of the removed materials in any wetland or below the ordinary high watermark of any waterway. All removed materials must be placed out of the floodway of any stream.
9. You must place all of the removed materials in the location shown on the approved plans dated 01/03/2013.
10. You must not operate any construction equipment below the ordinary high water mark of any waterway other than what is indicated in the project plans.

Disposal Site:

11. Erosion control measures such as silt fence and straw bales must meet or exceed the standards in the Wisconsin Construction Site Best Management Practices Handbook.
12. Erosion fencing will be placed around the disposal site area.
13. Erosion control measures must be inspected, and any necessary repairs or maintenance performed, after every rainfall exceeding 1/2 inch and at least once per week.

10 Year Maintenance Dredging:

14. Annual removal must not exceed 300 cubic yards.
15. All of the removed materials must be placed in a location approved by the Department at least 15 days in advance.
16. You are not allowed to perform dredging March 15th and May 15th of any calendar year.
17. You must notify the Department annually of any changes in dredging project plans.

General:

18. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
19. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
20. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.
21. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
22. You must supply a copy of this permit to every contractor associated with this project.
23. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
24. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.

25. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
26. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
27. Appropriate erosion control measures must be in-place and effective during every phase of this project.
28. Erosion control measures must be in place at the end of each working day.
29. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken *every time* you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. Inspect and remove aquatic plants, animals, and mud from your equipment.
2. Drain all water from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. Dispose of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. Wash your equipment with hot (>104^o F) and/or high pressure water,

- OR -

Allow your equipment to dry thoroughly for 5 days.

FINDINGS OF FACT

1. The City of Madison has filed an application for a permit to remove materials from the bed of Lake Mendota, in the City of Madison, Dane County, also described as NE1/4-SW1/4 S36, T8N, R9E.
2. The project consists of the removal of 2400 CY of material in 2013 and the potential annual removal of no more than 300 CY of material on an as needed basis for 10 years from the Warner Park boat launch. The 2013 dredged material will be disposed of in an existing borrow pit located in Cherokee Conservation park and will be part of a future prairie restoration project. Annual dredging spoil disposal location(s) are TBD and will require prior Department approval. The dredging is to allow fishing access as well as help maintain the area inside the existing breakwater structure. The project includes the construction of a "haul road" into the lake to remove the dredged material.

3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. Lake Mendota is a navigable water.
5. The proposed project, if constructed in accordance with this permit, will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. The proposed project will not impact wetlands if constructed in accordance with this permit.
7. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 1.11, 30.20(2), Wisconsin Statutes and Chapters NR 102, 103, 115, 116, 117, 150, 299 of the Wisconsin Administrative Code.
8. The dredging and spoil deposit will not be detrimental to the public interest.
9. The activity will not cause environmental pollution as defined in s. 299.01(4).
10. No material injury will result to the riparian rights of any riparian owners of real property that abuts any water body that is affected by the activity.

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 30.209, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. If you are not the permit applicant, you must provide a copy

of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and sections NR 2.03, 2.05, and 310.18, Wis. Admin. Code, and if the petitioner is not the applicant the petition must include the following information:

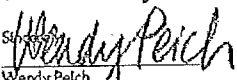
1. A description of the objection that is sufficiently specific to allow the department to determine which provisions of this section may be violated if the proposed proposed permit or contract is allowed to proceed.
2. A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the project, as proposed, may result in a violation of Chapter 30, Wis. Stats.;
3. A commitment by the petitioner to appear at the administrative hearing and present information supporting the petitioner's objection.

If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at South Central Region Headquarters, Wisconsin on May 31, 2013 .

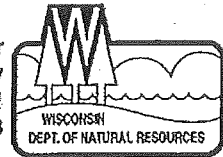
STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

For the Secretary

By 
Wendy Peich
~~Water Management Specialist~~
Wendy Peich
Water Management Specialist

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
South Central Region Headquarters
3911 Fish Hatchery Road
Fitchburg, WI 53711-5397

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



November 10, 2016

IP-SC-2016-13-02824

City of Madison - Parks Division
Eric Knepp
210 MLK Jr. Blvd., Room 104
Madison, WI 53703

Dear Mr. Knepp:

The Department of Natural Resources has completed its review of your application for a permit to repair/place a structure on the bed of Lake Mendota, in the City of Madison, Dane County. You will be pleased to know your application is approved.

I am attaching a copy of your permit, which lists the many important conditions that must be followed to protect water quality and habitat. A copy of the permit must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

For project details, maps, and plans related to this decision, please see application number WP-IP-SC-2016-13-X07-27T13-08-46 on the Department's permit tracking website at <https://permits.dnr.wi.gov/water/SitePages/Permit%20Search.aspx>.

If you have any questions about your permit, please call me at (608) 275-3481 or email wendy.peich@wisconsin.gov.


Wendy Peich
Water Management Specialist

cc: Kerrie Hauser, Project Manager, (651) 290-5903, U.S. Army Corps of Engineers
Conservation Warden

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Miscellaneous Structure PERMIT
IP-SC-2016-13-02824

The City of Madison is hereby granted under Section 30.12(3m), Wisconsin Statutes, a permit to place a structure on the bed of Lake Mendota, in the City of Madison, Dane County, also described as being in the NE1/4 of the SW1/4 of Section 36, Township 8 North, Range 9 East, subject to the following conditions:

PERMIT

1. You must notify Wendy Peich at phone (608) 275-3481 or email wendy.peich@wisconsin.gov before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described on or before 10/28/2019. If you will not complete the project by this date, you must submit a written request for an extension prior to expiration of the initial time limit specified in the permit. Your request must identify the requested extension date. The Department shall extend the time limit for an individual permit or contract for no longer than an additional 5 years if you request the extension before the initial time limit expires. You may not begin or continue construction after the original permit expiration date unless the Department extends the permit in writing or grants a new permit.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.
7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.

9. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
12. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken *every time* you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. Inspect and remove aquatic plants, animals, and mud from your equipment.
2. Drain all water from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. Dispose of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. Wash your equipment with hot (>140° F) and/or high pressure water,

- OR -

Allow your equipment to dry thoroughly for 5 days.

FINDINGS OF FACT

1. The City of Madison has filed an application for a permit to place a structure on the bed of Lake Mendota, in the City of Madison, Dane County, also described as being in the NE1/4 of the SW1/4 of Section 36, Township 8 North, Range 9 East.
2. The City of Madison Engineering and Parks Divisions are proposing a project that will reconstruct an existing breakwater, replace the existing boat launch and dredge accumulated sediment between the breakwater and boat launch. The breakwater reconstruction will provide better water circulation through the boat launch. The boat launch will be replaced in a nearly identical manner that was originally permitted. Dredging will include removal of approximately 1600 cubic yards of material and will be completed by constructing an access road into the lake and mechanically removing accumulated sediment. The access road will be fully removed as the dredging progresses toward the shore. The

dredged material will be transported in watertight trucks to an approved location for dewatering and disposal.

3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. Lake Mendota is a navigable water (and no bulkhead exists at the project site.)
5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. The proposed project will not impact wetlands if constructed in accordance with this permit.
7. The Department of Natural Resources has determined that the agency's review of the proposed project constitutes an integrated analysis action under s. NR 150.20(2), Wis. Adm. Code. The Department has considered the impacts on the human environment, alternatives to the proposed projects and has provided opportunities for public disclosure and comment. The Department has completed all procedural requirements of s. 1.11(2)(c), Wis. Stats., and NR 150, Wis. Adm. Code for this project.
8. The Department of Natural Resources has completed all procedural requirements and the project as permitted will comply with all applicable requirements of sections 30.12(3m), Wisconsin Statutes and Chapters NR 102, 103, 328, 329, 345 and 347 of the Wisconsin Administrative Code.

The applicant was responsible for fulfilling the procedural requirements for publication of notices under s. 30.208(5)(c)1m., Stats., and was responsible for publication of the notice of pending application under s.30.208(3)(a), Stats. or the notice of public informational hearing under s.30.208(3)(c), Stats., or both. S. 30.208(3)(e), Stats., provides that if no public hearing is held, the Department must issue its decision within 30 days of the 30-day public comment period, and if a public hearing is held, the Department must issue its decision within 20 days after the 10-day period for public comment after the public hearing. S. 30.208(5)(bm), Stats., requires the Department to consider the date on which the department publishes a notice on its web site as the date of notice.

9. The structure or deposit will not materially obstruct navigation, will not be detrimental to the public interest and will not materially reduce the flood flow capacity of a stream.
10. The activity will not cause environmental pollution as defined in s. 299.01(4).
11. No material injury will result to the riparian rights of any riparian owners of real property that abuts any water body that is affected by the activity.

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 30.209, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and sections NR 2.03, 2.05, and 310.18, Wis. Admin. Code, and if the petitioner is not the applicant the petition must include the following information:

- A description of the objection that is sufficiently specific to allow the department to determine which provisions of this section may be violated if the proposed permit or contract is allowed to proceed.
- A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the project, as proposed, may result in a violation of Chapter 30, Wis. Stats.;
- A commitment by the petitioner to appear at the administrative hearing and present information supporting the petitioner's objection.

If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at South Central Region Headquarters, Wisconsin on 10/28/2016.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By _____


Wendy Peich
Water Management Specialist

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE; WARNER BOAT LAUNCH BREAKWATER RECONSTRUCT

CONTRACT NO. 7877

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

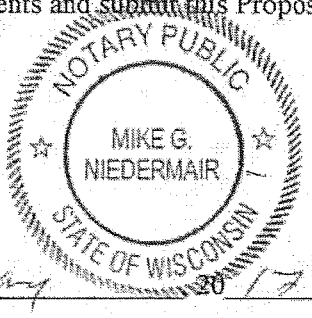
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2016 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of DRAX INC (name of corporation, submitting bid) a corporation organized and existing under the laws of the State of DE a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Scott Lynn
SIGNATURE

Manager
TITLE, IF ANY

Sworn and subscribed to before me this 25th day of January 2017.

[Signature]



(Notary Public or other officer authorized to administer oaths)
My Commission Expires 2/2/2019
Bidders shall not add any conditions or qualifying statements to this Proposal.

Contract 7877 – Drax, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.
 - Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
 - No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
 - Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
 - First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
 - Contractor has been in business less than one year.
 - Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
 - An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

WARNER BOAT LAUNCH BREAKWATER RECONSTRUCTION
CONTRACT NO. 7877

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Drax Inc
2801 International Lane
Address: Suite 205
Madison, WI 53704
Telephone: _____ Fax Number: _____

Contact Person/Title: Scott Langum - Manager

Prime Bidder Certification

I, Scott Langum of Manager
Name Title
Drax Inc Company certify that the information

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

[Signature]
Witness' Signature
1/25/17
Date

[Signature]
Bidder's Signature

Drax Inc
 2801 International Lane
 Suite 205
 Madison, WI 53704

CONTRACT NO. 7877

**Small Business Enterprise Compliance Report
 Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|--|--------------|-----------------------|
| Bullet Transit Co Inc | Trucking | 4.75 % |
| Burse Surveying & Engineering | Surveying | .25 % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal SBE who are NOT suppliers: | | <u>5.0</u> % |

SBE Subcontractors Who Are Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|--|---|-----------------------|
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal Contractors who are suppliers: | <u> </u> % x 0.6 = <u> </u> % (discounted to 60%) | |
| Total Percentage of SBE Utilization: | <u>5.0</u> %. | |

WARNER BOAT LAUNCH BREAKWATER RECONSTRUCTION

CONTRACT NO. 7877

DATE: 1/27/17

| Drax Inc | | | |
|--|-----------------|--------------|---------------------|
| Item | Quantity | Price | Extension |
| Section B: Proposal Page | | | |
| 10911 - MOBILIZATION - LUMP SUM | 1.00 | \$57,967.30 | \$57,967.30 |
| 20221 - TOPSOIL - S.Y. | 100.00 | \$6.67 | \$667.00 |
| 20303 - SAWCUT BITUMINOUS PAVEMENT - L.F. | 110.00 | \$8.00 | \$880.00 |
| 20314 - REMOVE PIPE - L.F. | 66.00 | \$15.00 | \$990.00 |
| 20401 - CLEARING - I.D. | 10.00 | \$30.00 | \$300.00 |
| 20701 - TERRACE SEEDING - S.Y. | 100.00 | \$1.50 | \$150.00 |
| 21013 - STREET SWEEPING - LUMP SUM | 1.00 | \$1,400.00 | \$1,400.00 |
| 21061 - EROSION MATTING, CLASS I, URBAN, TYPE A - S.Y. | 100.00 | \$3.65 | \$365.00 |
| 21071 - SILT SOCK (8 INCH) - COMPLETE - L.F. | 500.00 | \$2.00 | \$1,000.00 |
| 21022 - SILT FENCE - PROVIDE, INSTALL & MAINTAIN - L.F. | 1000.00 | \$2.00 | \$2,000.00 |
| 21093 - TURBIDITY BARRIER - L.F. | 780.00 | \$35.00 | \$27,300.00 |
| 30141 - TYPE A SLURRY - C.Y. | 25.00 | \$126.00 | \$3,150.00 |
| 30204 - TYPE "D" CONCRETE CURB & GUTTER - L.F. | 60.00 | \$73.00 | \$4,380.00 |
| 60234 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 40) CONDUIT (UNDISTRIBUTED) - L.F. | 350.00 | \$8.25 | \$2,887.50 |
| 60256 - FURNISH & INSTALL 2 #6 AND 1 #8 WIRES IN EXISTING OR CONTRACTOR-INSTALLED CONDUIT - L.F. | 600.00 | \$4.00 | \$2,400.00 |
| 90030 - LAKE CONTROL - LUMP SUM | 1.00 | \$128,000.00 | \$128,000.00 |
| 90031 - REMOVE BOAT LAUNCH - S.Y. | 525.00 | \$15.00 | \$7,875.00 |
| 90032 - 8-INCH CONCRETE BOAT LAUNCH - S.Y. | 610.00 | \$109.56 | \$66,831.60 |
| 90033 - CONCRETE ACCESS RAMPS - EACH | 3.00 | \$4,000.00 | \$12,000.00 |
| 90034 - ASPHALT REPAIR - S.Y. | 124.00 | \$40.50 | \$5,022.00 |
| 90035 - REGRADE EXISTING ACCESS ROAD - S.Y. | 528.00 | \$9.95 | \$5,253.60 |
| 90036 - CONSTRUCT ACCESS ROAD - L.F. | 292.00 | \$54.00 | \$15,768.00 |
| 90037 - 6' X 3' BOX CULVERT - L.F. | 120.00 | \$506.00 | \$60,720.00 |
| 90038 - REMOVE AND REPLACE LIGHT BASES - EACH | 4.00 | \$2,126.00 | \$8,504.00 |
| 90039 - DREDGING - C.Y. | 1600.00 | \$80.00 | \$128,000.00 |
| 90040 - REMOVE EXISTING BREAKWATER FACE - LUMP SUM | 1.00 | \$10,000.00 | \$10,000.00 |
| 90041 - RIPRAP - S.Y. | 1575.00 | \$65.00 | \$102,375.00 |
| 27 Items | Totals | | \$656,186.00 |



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Michael R. Dailey, P.E.
Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Operations Manager
Kathleen M. Cryan
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Drax, Inc.

(a corporation of the State of Delaware)

(individual), (partnership), (hereinafter referred to as the "Principal") and

Fidelity and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196

a corporation of the State of Maryland (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2016 through January 31, 2018.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

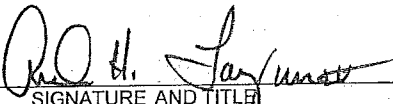
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

PRINCIPAL

Drax, Inc.
COMPANY NAME

AFFIX SEAL

08/June/2016
DATE

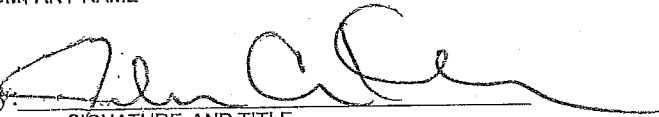
By: 
SIGNATURE AND TITLE
Andrew H. Langum IV, President

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME

AFFIX SEAL

June 2, 2016
DATE

By: 
SIGNATURE AND TITLE
John C. Klein, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 238254 for the year 2016 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

June 2, 2016
DATE

John C. Klein
AGENT

3570 N Lexington Avenue, Suite 206
ADDRESS

St. Paul, MN 55126
CITY, STATE AND ZIP CODE

651-484-6461
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John D. KLEIN, John C. KLEIN, Stephen M. KLEIN, Kristin M. BAKOS and Clinton RODNINGEN, all of St. Paul, Minnesota, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of March, A.D. 2016.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 28th day of March, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2 day of June, 2016.



Gerald F. Haley

Gerald F. Haley, Vice President

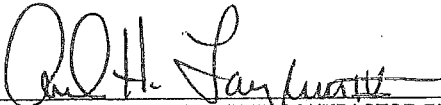
CERTIFICATE OF BIENNIAL BID BOND

| |
|--|
| TIME PERIOD- VALID (FROM/TO) |
| February 1, 2016 - January 31, 2018 |
| NAME OF SURETY |
| Fidelity and Deposit Company of Maryland |
| NAME OF CONTRACTOR |
| Drax, Inc. |
| CERTIFICATE HOLDER |
| City of Madison, Wisconsin |

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE
Andrew H. Langum IV, President

09/JUNE/2016

DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 1ST day of March in the year Two Thousand and Seventeen between DRAX, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted FEBRUARY 28, 2017, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

WARNER BOAT LAUNCH BREAKWATER RECONSTRUCTION CONTRACT NO. 7877

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of SIX HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED EIGHTY-SIX AND NO/100 (\$656,186.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures

and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

WARNER BOAT LAUNCH BREAKWATER RECONSTRUCTION
CONTRACT NO. 7877

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

DRAX, INC.

[Signature] 2/23/17
Witness Date

DRAX, INC.
Company Name
Carl H. Szymanski 02/FEB/17
President Date

[Signature] 02/23/17
Witness Date

Carl H. Szymanski 02/FEB/17
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 10th day of March, 2017

[Signature]
Witness

[Signature] 10 March 2017
Mayor Date

[Signature]
Witness

[Signature] 3-6-2017
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DRAX, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **SIX HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED EIGHTY-SIX AND NO/100 (\$656,186.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**WARNER BOAT LAUNCH BREAKWATER RECONSTRUCTION
CONTRACT NO. 7877**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 1st day of March, 2017

Countersigned:

DRAX, INC.

Company Name (Principal)

[Signature]
Witness

[Signature]
President Andrew H. Langum IV Seal

[Signature]
Secretary

Approved as to form:

Fidelity and Deposit Company of Maryland

Surety Seal

Salary Employee Commission

By [Signature]
Attorney-in-Fact John C. Klein

[Signature]
for City Attorney

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 238254 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 1, 2017
Date

[Signature]
Agent Signature John C. Klein

KLEIN AGENCY, INC.
3570 No. Lexington Ave. Ste. 206
St. Paul, MN 55126
(651) 484-6481

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF
COUNTY OF

On this _____ day of _____, _____, before me personally appeared _____ to me known to be the person _____ described in and who executed the forgoing bond, and acknowledged that _____ he _____ executed the same as _____ free act and deed.

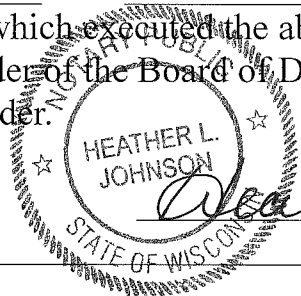
_____ Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF Wisconsin
COUNTY OF Wauchesa

On this 23rd day of February, 2017, before me personally came Andrew H. Langum IV to me known, who being by me duly sworn, did depose and say; that he is the President of Drax, Inc.,

the corporation described in and which executed the above instrument; that he knows the seal of said corporation; affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



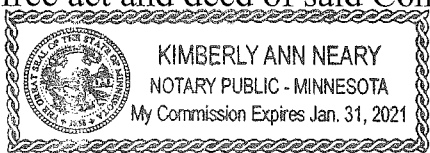
Heather L. Johnson Notary Public

SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF RAMSEY

On this 10th day of February, 2017, before me appeared John C. Klein to me personally known, who, being duly sworn, did say that he is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland of Schaumburg, IL

that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.



Kim Neary Notary Public

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10 day of February, 20 17.



Gerald F. Haley

Gerald F. Haley, Vice President

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John D. KLEIN, John C. KLEIN, Stephen M. KLEIN, Kristin M. BAKOS and Clinton RODNINGEN, all of St. Paul, Minnesota, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of March, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 28th day of March, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019