

Contract Routing Form

ROUTING: Routine

printed on: 01/23/2018

Contract between: Janke General Contractors Inc
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Olin Turville Park Boat Launch Improvements

Contract No.: 8085
 Enactment No.: RES-05-
 Dollar Amount: 215,313.30

File No.: 49945
 Enactment Date: 01/22/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	1-24-18	1-24-18
Director of Civil Rights	1.25.18	1.26.18 FNS
Risk Manager	1.26.18	1/29/18 RN
Finance Director	1-29-2018	1/29/18 MCR
City Attorney	100 1-30-18	1-31-2018
Mayor	01.31.2018	01.31.2018

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

Original + 2 Copies

01/23/2018 15:53:04 enjls - Corey Stelljes, 266-6518

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 215,313.⁰⁰
 AA Plan: Approved
 Amendment / Addendum # _____
 Type: POS / Dvp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt

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File #:	49945	Version: 1	Name:	Awarding Public Works Contract No. 8085, Olin Turville Park Boat Launch Improvements
Type:	Resolution		Status:	Passed
File created:	12/22/2017		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	1/16/2018		Final action:	1/16/2018
Enactment date:	1/22/2018		Enactment #:	RES-18-00055
Title:	Awarding Public Works Contract No. 8085, Olin Turville Park Boat Launch Improvements			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8085.pdf</u>			

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

Fiscal Note

The proposed resolution authorizes the award of Public Works Contract No. 8065, Olin Turville Park Boat Launch Improvements. The total estimated cost of the project is \$232,540. The Parks Division 2017 Capital Budget includes \$683,000 for the Beach and Shoreline Improvements project (Munis 10605) funded by GO Borrowing (\$630,000), Impact Fees (\$50,000), and Donations (\$3,000). Funding is available in this project for the contract.

Title

Awarding Public Works Contract No. 8085, Olin Turville Park Boat Launch Improvements

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. 8085) for itemization of bids.

SAR

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8085
OLIN TURVILLE PARK BOAT LAUNCH IMPROVEMENTS

JANKE GENERAL CONTRACTORS, INC. \$215,313.30

Acct. No. 17186-51-130:54250(91430)	\$215,313.30
Contingency 8%±	<u>17,226.70</u>
GRAND TOTAL	<u>\$232,540.00</u>

Jurisdiction: Wisconsin

Demographics

Company Name: Old Republic Surety Company
Short Name:
SBS Company Number: 54220076
NAIC CoCode: 40444
FEIN: 39-1395491
Domicile Type: Domestic
State of Domicile: Wisconsin
Country of Domicile: United States
NAIC Group Number: 150 - OLD REPUBLIC GRP
Organization Type: Stock
Date of Incorporation: 12/28/1981
Merger Flag: No

Address

Business Address

Not Available
 Not Available, UN 99999
 United States

Mailing Address

PO BOX 1635
 MILWAUKEE, WI 53201
 United States

Statutory Home Office Address

445 S Moorland Rd Ste 200
 Brookfield, WI 53005
 United States

Main Administrative Office Address

445 S Moorland Rd Ste 200
 Brookfield, WI 53005
 United States

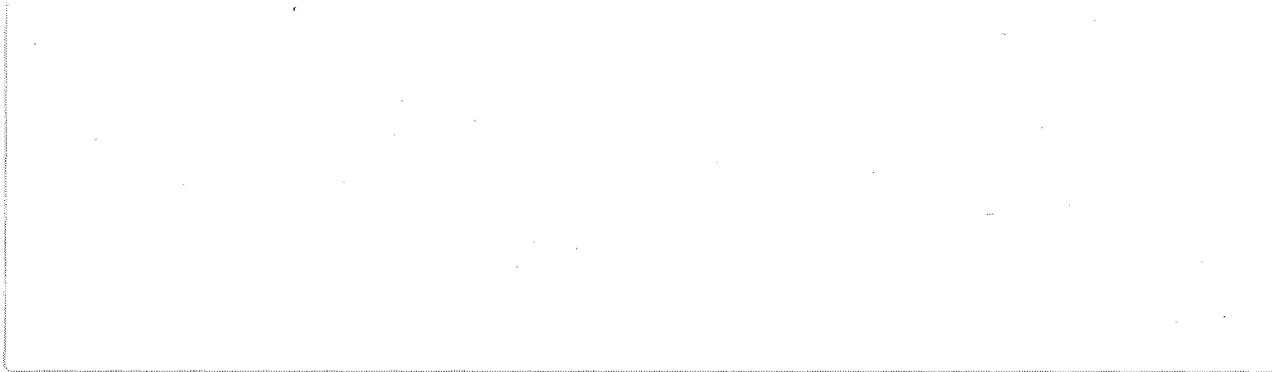
Phone, E-mail, Website

Phone

Type	Number
Mailing Primary Phone	(262) 797-2640
Mailing Toll Free Phone	(800) 217-1792
Mailing Fax Phone	(262) 797-9495
Statutory Home Office Primary Phone	(262) 797-2640
Statutory Home Office Toll-Free Phone	(800) 217-1792
Main Admin Office Primary Phone	(262) 797-2640
Main Admin Office Toll Free Phone	(800) 217-1792

Email

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Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 12/28/1981
Effective Date: 12/28/1981
Legacy State ID: 112142
Issue Date: 12/28/1981
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Casualty	02/03/2012	03/01/2017	02/28/2018
CONNIE WILLIAMS	6536701	6536701	Intermediary (Agent) Individual	Casualty	05/30/2016	03/01/2017	02/28/2018

Line Of Business

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Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	12/28/1981
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	12/28/1981
Miscellaneous	Miscellaneous	12/28/1981
Surety Insurance	Surety Insurance	12/28/1981

Contact

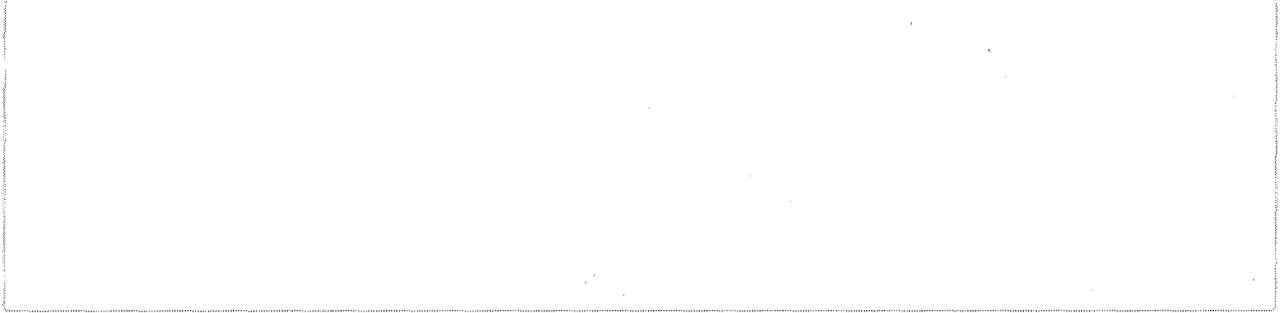
Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		ALAN PAVLIC			Other OLD REPUBLIC SURETY COMPANY 445 S MOORLAND RD STE 301 BROOKFIELD, WI 53005 United States

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Old Republic Surety Company	



\$215,313.30
FILE

BID OF JANKE GENERAL CONTRACTORS, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

OLIN TURVILLE PARK BOAT LAUNCH IMPROVEMENTS

CONTRACT NO. 8085

MUNIS NO. 17186-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JANUARY 16, 2018

CITY PARKS DIVISION
210 MARTIN LUTHER KING JR BLVD
MADISON, WISCONSIN 53703

<https://bidexpress.com/login>

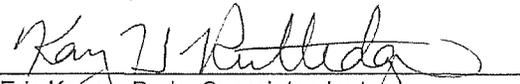
**OLIN TURVILLE PARK BOAT LAUNCH IMPROVEMENTS
CONTRACT NO. 8085**

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This Proposal, and Agreement have
been prepared by:

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


for Eric Knepp, Parks Superintendent

RFP: ek

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:	OLIN TURVILLE PARK BOAT LAUNCH IMPROVEMENTS
CONTRACT NO.:	8085
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	12/8/17
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	12/8/17
BID SUBMISSION (1:00 P.M.)	12/15/17
BID OPEN (1:30 P.M.)	12/15/17
PUBLISHED IN WSJ	12/1/17 & 12/8/17

SBE 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 - 2017 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)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
 205 Blasting
 210 Boring/Pipe Jacking
 215 Concrete Paving
 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
 221 Concrete Bases and Other Concrete Work
 222 Concrete Removal
 225 Dredging
 230 Fencing
 235 Fiber Optic Cable/Conduit Installation
 240 Grading and Earthwork
 241 Horizontal Saw Cutting of Sidewalk
 242 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

OLIN TURVILLE PARK BOAT LAUNCH IMPROVEMENTS CONTRACT NO. 8085

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 110.2: PARTIAL PAYMENTS

The City reserves the right to pay the Contractor with checks that are made payable to the Contractor and one or more subcontractors. In addition, pursuant to the requirements of Wis. Stat. Sec. 779.15, the City may also directly pay a subcontractor to satisfy a valid public improvement lien.

SECTION 104 SCOPE OF WORK

This contract and associated plan set describes the work necessary to remove and replace the three existing concrete boat launch ramps at Olin Park Boat Launch. All portions of this project shall be completed continuously or concurrently.

SECTION 104.4 INCREASE OR DECREASE QUANTITIES

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.

All items shall be paid as plan quantity as listed in the proposal without measurement thereof. Unless there is a substantial change, no payment shall be given for changes in plan quantities listed in proposal. "Substantial" shall mean changes over 30% of the estimated plan quantity.

Items listed as "Undistributed" on the proposal page shall only be paid if determined necessary by the engineer and shall be measured in the field by the engineer.

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

The City of Madison shall be responsible for setting all other lines and/or grades required to complete the work for this contract. Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at 658-3087.

Any questions regarding this project should be directed to Corey Stelljes at the Parks Division at cstelljes@cityofmadison.com or (608) 266-6518.

SECTION 105.12: COOPERATION BY CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include

the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608)266-6674 / fax (608)267-1162).

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The park will be open during construction. The Contractor shall construct and maintain traffic control during construction operations to the extent possible as specified in this Contract. The Contractor shall ensure that all construction fencing and barricades are erect and without gaps at the end of each work day.

A pre-construction meeting will be required prior to the start of construction. Matting and seeding quantities are included for all areas disturbed during site access and construction activities. All areas disturbed shall be seeded and matted and Contractor shall ensure proper establishment of seeding.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

SECTION 108.2 PERMITS

The following permits are required (and have been obtained 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 Pit/Trench Dewatering Permit No. WI-0049344

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 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 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 12, 2018, 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 Engineer (contact the Engineer at 266-6518.) The time of completion shall be May 4, 2018.

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 10911: 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 Olin Park Boat Launch parking lot, immediately adjacent to the project. Equipment and materials shall not be staged outside the designated area shown in the plans.

The Contractor shall take the necessary precautions to maintain the Olin Park Boat Launch parking lot in the current condition, without 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 20101: EXCAVATION CUT

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to grade sediments from Lake Monona within the limits shown on the plan set. The intent of the work is to redistribute lake sediment that has been scoured at the end of the boat launch and place rip rap armoring to prevent future scouring.

Quantities for excavation cut needed for rip rap placement and redistribution of scour material is estimated to be 50 CY.

Additional Excavation Cut quantity shall be paid for removal of asphalt and material required to place the base course under asphalt as shown on the plans. Quantities for excavation cut needed the removal of asphalt and placement of aggregate associated with the asphalt patching was determined by digital terrain models and is estimated to be 96 CY.

All excavation associated with the construction and placement of the boat launch aggregate and concrete slabs shall be included in Bid Item 90032-8 Inch Concrete Boat Launch.

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

Existing and proposed contours are shown on the plan sheet. Lake levels in NGVD29 Datum are:

Summer Minimum: 844.7 ft
Target Maximum: 845.2 ft
100 yr flood: 847.7 ft
Historic High: 847.86 ft
Winter Minimum: 842.2 ft

Real-time lake levels can be found at:

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

Existing floating docks extend into the lake. These docks are removed seasonally by Parks staff and will be removed in advance of the project. They will be removed in the fall of 2017.

All costs related to excavation and redistribution of lake bed material, 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 grading by placement of temporary fill into the lake in order to create an 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 access shall be fully removed prior to removal of the turbidity barrier.

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

The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces within the grading area. Cut (in place quantities) and fill have been estimated from these models. No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor is responsible to review earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

No Fill quantities shall be paid with this contract.

METHOD OF MEASUREMENT

This item shall be measured by cubic yard, per Plan Quantity, without measurement thereof. Quantity was determined using digital terrain models. The final volume was computed by determining the difference between the original ground surface and the final surface.

BASIS OF PAYMENT

Excavation Cut 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.

BID ITEM 21011: CONSTRUCTION ENTRANCE

DESCRIPTION

Work under this item shall include the placement of a stone pad and paid as a construction entrance at the location shown in the plans and in accord with the City of Madison Standard Specifications and with the approval of the Engineer.

Construction entrance shall be constructed at the size and location as approved by the Engineer. The Contractor shall place stone, ramping, and/or plating to avoid damage to concrete or asphalt. If any concrete or asphalt is damaged during construction the Contractor shall remove and replace damaged sections at no additional cost to the city. The Engineer shall determine any damaged sections to be replaced.

METHOD OF MEASUREMENT

Construction Entrance shall be measured as each pad placed in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 40321 - UNDERCUT

DESCRIPTION

This bid item has been included in the event that undercut is necessary for construction of the asphalt patching or concrete ramps. This item may be eliminated if undercut is not required. Contractor shall determine need and quantity for undercut and notify the Engineer of intent to undercut any areas prior to beginning undercut excavation. Bid Item 20219 Breaker Run shall be used when undercut is required to provide a suitable sub base for aggregate.

METHOD OF MEASUREMENT

Undercut shall be measured per CY in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

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 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.

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. All lake control and water containment structures shall be included in this bid item.

METHOD OF MEASUREMENT

Lake Control shall be measured as a Lump Sum for all lake 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 three existing concrete boat launches and underlying fill material. **The concrete pier abutments will remain and are not to be removed.**

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 and disposed of at a location provided by the Contractor.

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.

METHOD OF MEASUREMENT

Remove Boat Launch shall be measured as a Square Yard as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Remove Boat Launch shall be paid for at the contract unit price, which shall be full compensation for fully removing the three, 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 three concrete boat launch ramps as described in these special provisions and to the elevations 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.

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.

CONTRACTION 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.

CONSTRUCTION JOINTS

Construction joints shall be placed as shown on the plan set. Construction joints shall be full depth and no rebar shall be placed across the construction joints. All construction joints shall have dowels placed as shown on the plans. Construction joints shall be constructed in accordance with Standard Detail Drawing 3.11.

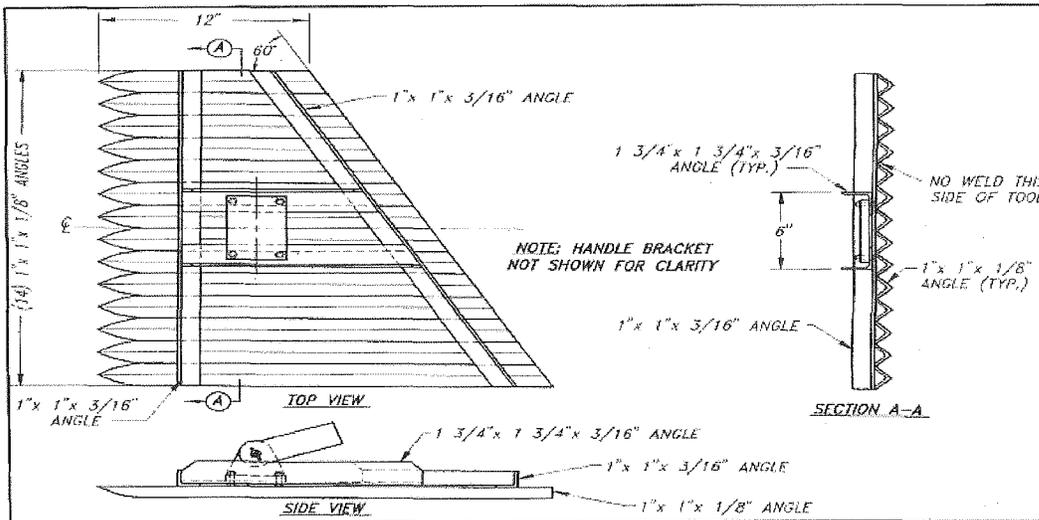
COLD WEATHER PROTECTION

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. Acceptable tools are available from City Parks Division upon request. Contractor may use finishing tools provided by the City if they chose and must return them upon completion.



METHOD OF MEASUREMENT

8-Inch Concrete Boat Launch shall be measured per Square Yard of complete boat launch placed in the field as listed in the proposal page without measurement thereof.

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 aggregate 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 - CONSTRUCTION FENCE

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans.

Construction fencing shall be installed to discourage access to the construction area by the general public during the course of the project. Fencing will be maintained throughout and adjusted or removed at the request of the Engineer.

This construction fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. Minor relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or minor relocation of the fencing as needed to perform the work.

Construction fencing shall be orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000lb per 4' width (ASTM D638)

Construction fencing posts shall be installed a minimum of 10' O.C. No posts shall be placed in existing asphalt pavement.

METHOD OF MEASUREMENT

Construction Fence (plastic) shall be measured by the Linear Foot as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Construction Fence shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90034 – ABUTMENT GRINDING

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to create a clean edge on Abutment 4. The proposed concrete ramp at this location is being lowered approximately 0.9' from existing. This will create a "step" at the beginning of the abutment. The concrete under the existing ramp is in unknown condition and work under this item shall consist of grinding or sawcutting a clean face and edge on the abutment. This item may be deleted at the discretion of the Engineer if it is determined it is not needed.

METHOD OF MEASUREMENT

Abutment Grinding shall be measured as each completed abutment in the field.

BASIS OF PAYMENT

Abutment Grinding shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a substantial change, no payment shall be given for changes in quantities listed in proposal.



LOG OF TEST BORING

Project Madison City Parks
Olin Park
 Location City of Madison, Dane Co., WI

Boring No. OL-1
 Surface Elevation (ft) ± 3.0 (*)
 Job No. C17051-27B
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (ft)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					± 17 in. TOPSOIL (OL)					
1		1	M	7	Medium Stiff to Stiff, Gray Silty CLAY, Trace Sand (CL-ML) <i>Based on Driller's Description; Not Sampled Consistency Based on N-Value</i>					
2		17	M	14	Medium Dense, Gray/Brown Silty Fine SAND, Trace Gravel, Scattered Silt Seams (SM)					
3		16	M	7	Stiff, Gray Lean CLAY, Little Sand, Trace Gravel, Scattered Thin Fine Sand Seams (CL)	(1.25)				
4		17	W	22	Medium Dense, Grayish Brown Fine to Coarse SAND, Little Gravel, Trace Silt, Scattered Cobbles/Boulders (SP)					
5		18	W	16	Medium Dense, Grayish Brown Fine to Medium SAND, Trace Silt and Gravel, Scattered Cobbles/Boulders (SP)					
					End of Boring at 15 ft					
					Borehole Backfilled with Bentonite Chips					
					(*) Approximate Elevation above Lake Level					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling 7.0' Upon Completion of Drilling _____
 Time After Drilling _____ 30 min.
 Depth to Water _____ 3.0' ▼
 Depth to Cave in _____

Start 9/18/17 End 9/18/17
 Driller SE Chief DAP Rig Geoprobe
 Logger DAP Editor TFG 7822DT
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

CGC, Inc.

LOG OF TEST BORING
General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders.....	Larger than 12"	Larger than 12"
Cobbles.....	3" to 12"	3" to 12"
Gravel: Coarse.....	¾" to 3"	¾" to 3"
Fine.....	4.76 mm to ¾"	#4 to ¾"
Sand: Coarse.....	2.00 mm to 4.76 mm	#10 to #4
Medium.....	0.42 to mm to 2.00 mm.....	#40 to #10
Fine.....	0.074 mm to 0.42 mm	#200 to #40
Silt.....	0.005 mm to 0.074 mm	Smaller than #200
Clay	Smaller than 0.005 mm	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

General Terminology

Physical Characteristics
Color, moisture, grain shape, fineness, etc.
Major Constituents
Clay, silt, sand, gravel
Structure
Laminated, varved, fibrous, stratified, cemented, fissured, etc.
Geologic Origin
Glacial, alluvial, eolian, residual, etc.

Relative Density

Term	"N" Value
Very Loose.....	0 - 4
Loose.....	4 - 10
Medium Dense.....	10 - 30
Dense.....	30 - 50
Very Dense.....	Over 50

Relative Proportions Of Cohesionless Soils

Proportional Term	Defining Range by Percentage of Weight
Trace.....	0% - 5%
Little	5% - 12%
Some	12% - 35%
And	35% - 50%

Consistency

Term	q _u -tons/sq. ft
Very Soft.....	0.0 to 0.25
Soft.....	0.25 to 0.50
Medium.....	0.50 to 1.0
Stiff.....	1.0 to 2.0
Very Stiff.....	2.0 to 4.0
Hard.....	Over 4.0

Organic Content by Combustion Method

Soil Description	Loss on Ignition
Non Organic.....	Less than 4%
Organic Silt/Clay.....	4 - 12%
Sedimentary Peat.....	12% - 50%
Fibrous and Woody Peat...	More than 50%

Plasticity

Term	Plastic Index
None to Slight.....	0 - 4
Slight.....	5 - 7
Medium.....	8 - 22
High to Very High ..	Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

SYMBOLS

Drilling and Sampling

- CS - Continuous Sampling
- RC - Rock Coring: Size AW, BW, NW, 2"W
- RQD - Rock Quality Designation
- RB - Rock Bit/Roller Bit
- FT - Fish Tail
- DC - Drove Casing
- C - Casing: Size 2 ½", NW, 4", HW
- CW - Clear Water
- DM - Drilling Mud
- HSA - Hollow Stem Auger
- FA - Flight Auger
- HA - Hand Auger
- COA - Clean-Out Auger
- SS - 2" Dia. Split-Barrel Sample
- 2ST - 2" Dia. Thin-Walled Tube Sample
- 3ST - 3" Dia. Thin-Walled Tube Sample
- PT - 3" Dia. Piston Tube Sample
- AS - Auger Sample
- WS - Wash Sample
- PTS - Peat Sample
- PS - Pitcher Sample
- NR - No Recovery
- S - Sounding
- PMT - Borehole Pressuremeter Test
- VS - Vane Shear Test
- WPT - Water Pressure Test

Laboratory Tests

- q_a - Penetrometer Reading, tons/sq ft
- q_u - Unconfined Strength, tons/sq ft
- W - Moisture Content, %
- LL - Liquid Limit, %
- PL - Plastic Limit, %
- SL - Shrinkage Limit, %
- LI - Loss on Ignition
- D - Dry Unit Weight, lbs/cu ft
- pH - Measure of Soil Alkalinity or Acidity
- FS - Free Swell, %

Water Level Measurement

- ∇ - Water Level at Time Shown
- NW - No Water Encountered
- WD - While Drilling
- BCR - Before Casing Removal
- ACR - After Casing Removal
- CW - Cave and Wet
- CM - Caved and Moist

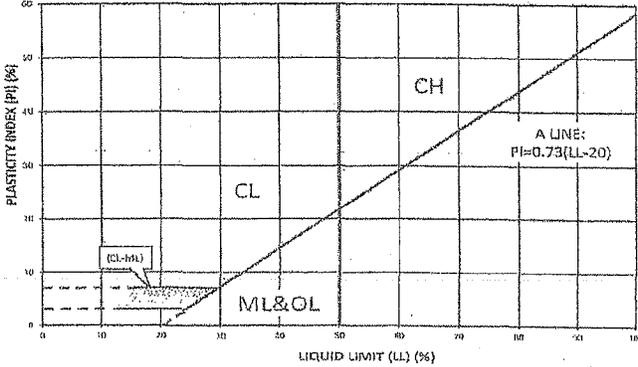
Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

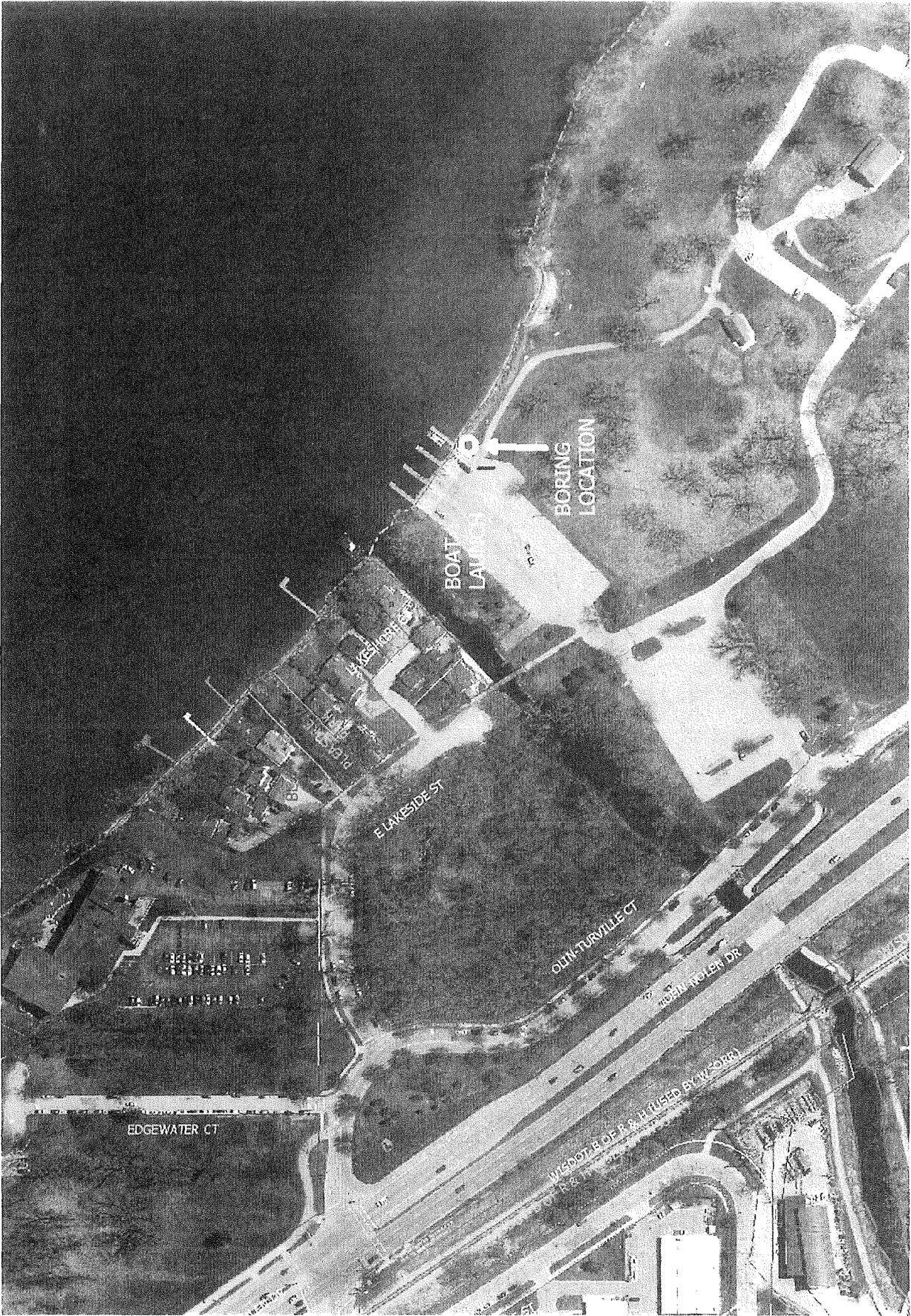
CGC, Inc.

Madison - Milwaukee

Unified Soil Classification System

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART		
COARSE-GRAINED SOILS (more than 50% of material is larger than No. 200 sieve size)		
Clean Gravels (Less than 5% fines)		
GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size		GW Well-graded gravels, gravel-sand mixtures, little or no fines
		GP Poorly-graded gravels, gravel-sand mixtures, little or no fines
	Gravels with fines (More than 12% fines)	
		GM Silty gravels, gravel-sand-silt mixtures
		GC Clayey gravels, gravel-sand-clay mixtures
Clean Sands (Less than 5% fines)		
SANDS 50% or more of coarse fraction smaller than No. 4 sieve size		SW Well-graded sands, gravelly sands, little or no fines
		SP Poorly graded sands, gravelly sands, little or no fines
	Sands with fines (More than 12% fines)	
		SM Silty sands, sand-silt mixtures
		SC Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (50% or more of material is smaller than No. 200 sieve size.)		
SILTS AND CLAYS Liquid limit less than 50%		ML Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
		CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		OL Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid limit 50% or greater		MH Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
		CH Inorganic clays of high plasticity, fat clays
		OH Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS		PT Peat and other highly organic soils

LABORATORY CLASSIFICATION CRITERIA		
GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
GP	Not meeting all gradation requirements for GW	
GM	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
GC	Atterberg limits above "A" line or P.I. greater than 7	
SW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
SP	Not meeting all gradation requirements for GW	
SM	Atterberg limits below "A" line or P.I. less than 4	Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
SC	Atterberg limits above "A" line with P.I. greater than 7	
<p>Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:</p> <p>Less than 5 percent GW, GP, SW, SP More than 12 percent GM, GC, SM, SC 5 to 12 percent Borderline cases requiring dual symbols</p>		
PLASTICITY CHART		
		



OLIN PARK
BORING LOCATION MAP

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

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 25, 2017

3-SD-1985-13-7169

Corey Stelljes; P.E.
Project Engineer
City of Madison Parks Division
City-County Building, Rm 104
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3342

Re: Amendment to Permit 3-SD-1985-13-7169, to place a boat ramp at Olin Turville Park, on the bed of Lake Monona, in the SE quarter of the NW quarter of Section 25, Township 7 North, Range 9 East, City of Madison, Dane County

We have reviewed your request to amend permit 3-SD-1985-13-7169, which is a permit to place a boat ramp on the bed of Lake Monona at Olin Turville Park.

Your request is approved with certain conditions and limitations. Attached is a copy of the Permit Amendment containing any new conditions.

If you have any questions about this permit amendment, please contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Wendy Peich'.

Wendy Peich
Water Management Specialist

cc: Kerrie Hauser, Project Manager, (651) 290-5903, Attn: OP-R, 1114 South Oak Street, La Crescent, MN 55947-1338 U.S. Army Corps of Engineers
Dane County Zoning Administrator
Conservation Warden

PERMIT AMENDMENT

The City of Madison is hereby granted under Section 30.12(3), Wisconsin Statutes, an amendment to permit number 3-SD-1985-13-7169, which authorized the permittee to place a boat ramp on the bed of Lake Monona, located in the in the SE1/4 of the NW1/4 of Section 25, Township 7 North, Range 09 East, Dane County. This is an approved amendment to repair/replace the boat ramp, even out scoured areas and place new riprap at the end of the boat ramp as well as refresh rip rap on either side of the boat ramp. The applicant is bound by the conditions of the original permit and by any conditions of this amendment.

PERMIT CONDITIONS

1. All original permit conditions remain in effect, except where modified by the amended permit conditions below.
2. You must notify Wendy Peich, Water Management Specialist, before starting construction and again not more than 5 days after the project is complete.
3. This permit does not authorize any work other than what you specifically describe in your proposal 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 amendment 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 amendment 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 amendment 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, 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.
10. 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 .
11. 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.
12. 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.
 - **Inspect and remove** aquatic plants, animals, and mud from your equipment.
 - **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.
 - **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
 - **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 filed a request with the Department for an amendment to a permit to place a boat ramp on the bed of Lake Monona, located in the in the SE1/4 of the NW1/4 of Section 25, Township 7 North, Range 09 East, Dane County under Section 30.12(3), Wisconsin Statutes.
2. The City of Madison was granted Permit Number 3-SD-1985-13-7169 for to place a public boat ramp at Olin Park.
3. The City of Madison filed a request to amend the original permit to allow for repair/replacement and to place new rip rap at the end of the boat ramp outside the original area of review/impact.
4. The Department has determined that the proposed amendment to the permit will not affect the Findings of Fact and Conclusions of Law of the original permit.

CONCLUSIONS OF LAW

1. The Department has authority under Section 30.12(3), Wisconsin Statutes, and the foregoing Findings of Fact, to issue an order granting the permit amendment requested.

2. The Department has complied with Section 1.11, Wisconsin Statutes and NR 150, Wisconsin Administrative Code.

Dated at South Central Region Headquarters, Wisconsin on 10/25/2017.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By Wendy Peich
Wendy Peich
Water Management Specialist



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.

Principal Engineer 1
 Christina M. Bachmann, P.E.
 Eric L. Dundee, P.E.
 John S. Fahrney, P.E.
 Christopher J. Petykowski, 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

December 11, 2017

**NOTICE OF ADDENDUM
 ADDENDUM 1**

CONTRACT NO. 8085

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

- **Add under SECTION 108.2: PERMITS**

A City of Madison Erosion Control permit has been obtained and weekly inspections will be completed by The Contractor weekly and at all times following storm events, and this work will be paid for under the appropriate bid item. See **SECTION 210.1(a)**. The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures and items shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees.

A copy of the permit is available at the City of Madison, Engineering Division office. Inspections shall be paid under Bid Item 21002 EROSION CONTROL INSPECTION

- **Delete Bid Item 210011 CONSTRUCTION ENTRANCE**
- **Delete Bid Item 20217 CLEAR STONE**

Change Quantity of:

40101	CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1	358	TON
40102	CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2	179	TON
90031	REMOVE BOAT LAUNCH	806	S.Y.
90032	8-INCH CONCRETE BOAT LAUNCH	806	S.Y.

Add the following bid item:

21002	EROSION CONTROL INSPECTION	12	EACH
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December 11, 2017

Page 2

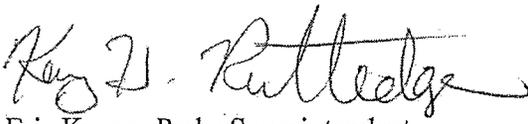
- **Revise Page P-1 on the plans to show deleted construction entrance and revised tight sheeting and turbidity barrier locations.**

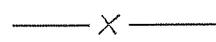
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.


Eric Knepp, Parks Superintendent

-  CONSTRUCTION FENCE
-  CONSTRUCTION ENTRANCE STONE PAD
-  WATER CONTAINMENT STRUCTURE (TIGHT SHEETING)
-  TURBIDITY BARRIER



City of Madison
 Department of Public Works
PARKS DIVISION
 City-County Building, Suite 104
 210 Martin Luther King, Jr. Blvd.
 Madison, WI 53703

play
**MADISON
 PARKS**

Graphical Scale
 0 20 ft 

PROJECT:
**OLIN TURVILLE
 PARK BOAT
 LAUNCH
 IMPROVEMENTS**

**OLIN TURVILLE PARK
 1156 OLIN TURVILLE CT
 MADISON, WI 53713**

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
Drawn by: CCS	12-1-2017

PUBLIC WORKS PROJECT #:
8085

SHEET TITLE:
**SITE ACCESS AND
 EROSION CONTROL**

SHEET NUMBER:
P-1

**OLIN PARK BOAT
 PARKING LOT**

BE IN PLACE PRIOR
 TY.

R THE CONSTRUCTION
 ONTROL MEASURES
 OF MADISON.

MAINTAIN EROSION
 WITH THE WDNR SOC
 ANDARD SPECIFICATIONS.

REET CLEANING AS NEEDED
 O A MINIMUM.

FOR REQUIRED

REVISED

ORIGINAL

City of Madison
Department of Public Works
PARKS DIVISION

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

play
**MADISON
PARKS**

Graphical Scale
0 20 ft



PROJECT:

*OLIN TURVILLE
PARK BOAT
LAUNCH
IMPROVEMENTS*

*OLIN TURVILLE PARK
1156 OLIN TURVILLE CT
MADISON, WI 53713*

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
Drawn by: CCS	12-1-2017

PUBLIC WORKS PROJECT #:
8085

SHEET TITLE:

**SITE ACCESS AND
EROSION CONTROL**

SHEET NUMBER:

P-1



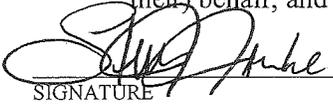
SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE OLIN TURVILLE PARK BOAT LAUNCH IMPROVEMENTS

CONTRACT NO. 8085

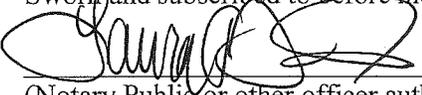
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2017 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. 1 through 1 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 Janke General Contractors, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.


SIGNATURE

Steve J. Janke, President
TITLE, IF ANY

Sworn and subscribed to before me this 15th day of December, 2017.



(Notary Public or other officer authorized to administer oaths)
My Commission Expires May 4, 2018

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

SECTION F: BEST VALUE CONTRACTING

ERROR! REFERENCE SOURCE NOT FOUND. 8085
CONTRACT NO. ERROR! REFERENCE SOURCE NOT FOUND.

Best Value Contracting

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

N/A We will utilize a
heavy equipment operator/carpenter
on this project

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 & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

CONTRACT NO. 8085

Small Business Enterprise Compliance Report

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

Cover Sheet

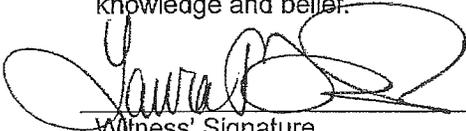
Prime Bidder Information

Company:	Janke General Contractors, Inc.
Address:	1223 River View Lane Athens, WI 54411
Telephone Number:	715-257-7901
Fax Number:	715-257-1082
Contact Person/Title:	Steve J. Janke, President

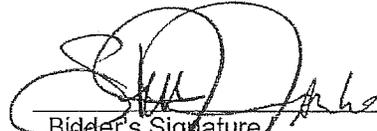
Prime Bidder Certification

Name:	Steve J. Janke
Title:	President
Company:	Janke General Contractors, Inc.

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



Witness' Signature



Bidder's Signature

12/15/2017

Date

OLIN TURVILLE PARK BOAT LAUNCH IMPROVEMENTS

CONTRACT NO. 8085

DATE: 12/15/17

**Janke General
Contractors, Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10911 - MOBILIZATION - LUMP SUM	1.00	\$30,600.00	\$30,600.00
20101 - EXCAVATION CUT - C.Y.	146.00	\$21.00	\$3,066.00
20219 - BREAKER RUN (UNDISTRIBUTED) - TON	20.00	\$47.00	\$940.00
20229 - HEAVY RIPRAP - C.Y.	84.00	\$73.00	\$6,132.00
20233 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	126.00	\$3.00	\$378.00
20303 - SAWCUT BITUMINOUS PAVEMENT - L.F.	146.00	\$6.35	\$927.10
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	43.00	\$13.55	\$582.65
20701 - TERRACE SEEDING (UNDISTRIBUTED) - SY	200.00	\$3.40	\$680.00
21002 - EROSION CONTROL INSPECTION - EACH	12.00	\$15.00	\$180.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$440.00	\$440.00
21017 - SILT SOCK (8 INCH) - COMPLETE (UNDISTRIBUTED) - L.F.	200.00	\$4.25	\$850.00
21061 - EROSION MATTING, CLASS I URBAN TYPE A (UNDISTRIBUTED) - SY	200.00	\$1.20	\$240.00
21093 - TURBIDITY BARRIER- COMPLETE - L.F.	241.00	\$24.00	\$5,784.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - LF	43.00	\$48.00	\$2,064.00
40321 - UNDERCUT (UNDISTRIBUTED) - C.Y.	10.00	\$66.00	\$660.00
40101 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	358.00	\$26.40	\$9,451.20
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	179.00	\$26.40	\$4,725.60
40201 - HMA PAVEMENT TYPE E-0.3 - TON	46.00	\$142.00	\$6,532.00
90030 - LAKE CONTROL - LUMP SUM	1.00	\$55,000.00	\$55,000.00
90031 - REMOVE BOAT LAUNCH - S.Y.	806.00	\$18.50	\$14,911.00
90032 - 8-INCH CONCRETE BOAT LAUNCH - S.Y.	806.00	\$77.50	\$62,465.00
90033 - CONSTRUCTION FENCE - LF	355.00	\$3.45	\$1,224.75
90034 - ABUTMENT GRINDING - EACH	1.00	\$7,480.00	\$7,480.00
23 Items	Totals		\$215,313.30

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Principal and Surety, as Identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Oblige, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

OLIN TURVILLE PARK BOAT LAUNCH IMPROVEMENTS CONTRACT NO. 8085

1. If said bid is rejected by the Oblige, then this obligation shall be void.
2. If said bid is accepted by the Oblige and the Principal shall execute and deliver a contract in the form specified by the Oblige (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Oblige and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Oblige as liquidated damages the sum mentioned above, It being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Oblige that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Oblige.

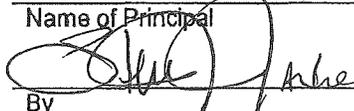
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Oblige may accept such bid, and said Surety does hereby waive notice of any such extension.

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

Seal PRINCIPAL

Janke General Contractors, Inc.

Name of Principal



By

Steve J. Janke, President

Name and Title

December 15, 2017

Date

Seal SURETY

Old Republic Surety Company

Name of Surety



By

Connie Smith, Attorney-in-Fact

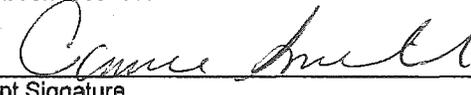
Name and Title

December 8, 2017

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2587929 for the year 2017, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

December 98, 2017
Date


Agent Signature

2920 Enloe Street
Address

Hudson, WI 54016
City, State and Zip Code

800-535-0006
Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S DOWNEY, CONNIE SMITH, OF HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of NOVEMBER, 2017.

OLD REPUBLIC SURETY COMPANY

Jane E. Cherney
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 22ND day of NOVEMBER, 2017, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5172



Signed and sealed at the City of Brookfield, WI this 8th day of December, 2017

Jane E. Cherney
Assistant Secretary

J. RYAN BONDING, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

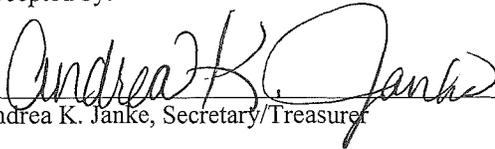


To Whom It May Concern:

RESOLUTION OF AUTHORITY

Adopted at Board of Directors meeting on March 19, 2001, be is resolved that Steve J. Janke, the President of the Corporation is hereby authorized and empowered to execute contracts on behalf of the Corporation, and that this resolution shall continue in force and effect until modified or rescinded by subsequent action of the Stockholders or of the Board of Directors of the Corporation.

Accepted by:


Andrea K. Janke, Secretary/Treasurer


Steve J. Janke, President
Janke General Contractors, Inc.

Subscribed and sworn to before me this 15th
Day of December, 2017.


Notary

Exp. Date May 4, 2018

SECTION H: AGREEMENT

THIS AGREEMENT made this 18 day of JANUARY in the year Two Thousand and Eighteen between JANKE GENERAL CONTRACTORS, 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 JANUARY 16, 2018, 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:

OLIN TURVILLE PARK BOAT LAUNCH IMPROVEMENTS CONTRACT NO. 8085

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 TWO HUNDRED FIFTEEN THOUSAND THREE HUNDRED THIRTEEN AND 30/100 (\$215,313.30) 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, qualification 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)(l), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

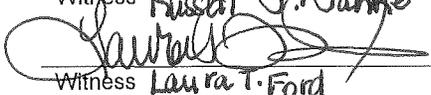
OLIN TURVILLE PARK BOAT LAUNCH IMPROVEMENTS
CONTRACT NO. 8085

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.

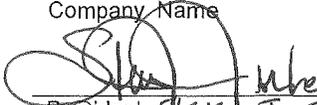
Countersigned:

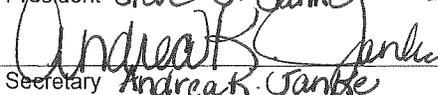
JANKE GENERAL CONTRACTORS, INC.



Witness Russell J. Janke Date 1/18/18


Witness Laura T. Ford Date 1/18/18

Company Name _____


President Steve J. Janke Date 1/18/18


Secretary Andrea K. Janke Date 1/18/18

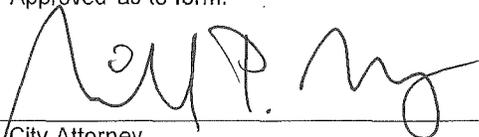
CITY OF MADISON, WISCONSIN

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

Approved as to form:



Finance Director
Signed this 31st day of January, 20 18



City Attorney



Witness



Mayor Date 31 January 2018



Witness



City Clerk Date 1-24-18

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we JANKE GENERAL CONTRACTORS, INC., as principal, and Old Republic Surety Company Company of Wisconsin as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWO HUNDRED FIFTEEN THOUSAND THREE HUNDRED THIRTEEN AND 30/100 (\$215,313.30) 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:

OLIN TURVILLE PARK BOAT LAUNCH IMPROVEMENTS
CONTRACT NO. 8085

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 18th day of January, 2018

Countersigned:

[Signature]
Witness Russell J. Janke
[Signature]
Secretary Andrea K. Janke

JANKE GENERAL CONTRACTORS, INC.
Company Name (Principal)
[Signature]
President Steve J. Janke Seal

Approved as to form:

[Signature]
City Attorney

Old Republic Surety Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact Connie Smith

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

January 18th, 2018
Date

[Signature]
Agent Signature Connie Smith



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S DOWNEY, CONNIE SMITH, OF HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
TWENTY MILLION DOLLARS (\$20,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of NOVEMBER, 2017.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 22ND day of NOVEMBER, 2017, personally came before me, Alan Pavlic and Jane E Cherney to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My commission expires: 9/28/2018

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5172

Signed and sealed at the City of Brookfield, WI this 18 day of JAN, 2018




Assistant Secretary

J. RYAN BONDING, INC.

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