

\$76,400.00

BID OF GREENER VALLEY LANDSCAPING, INC.

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

N LAKE STREET BOAT RAMP

CONTRACT NO. 9572

MUNIS NO. 15429

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON DECEMBER 10, 2024

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

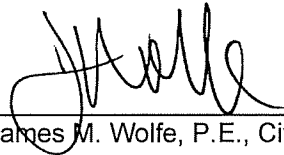
**N LAKE STREET BOAT RAMP
CONTRACT NO. 9572**

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This Proposal, and Agreement have
been prepared by:

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



James M. Wolfe, P.E., City Engineer

JMW: scl

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:	N LAKE STREET BOAT RAMP
CONTRACT NO.:	9572
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	10/31/2024
BID SUBMISSION (2:00 P.M.)	11/7/2024
BID OPEN (2:30 P.M.)	11/7/2024
PUBLISHED IN WSJ	10/18, 10/25 & 10/31/24

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. 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: Bids may be submitted on line at www.bidexpress.com, or by hand at 1600 Emil St. The bids will be posted online after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2024 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/engineering/developers-contractors/standard-specifications.

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 (City of Madison form) 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 Hydro Excavating
- 243 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**

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

N LAKE STREET BOAT RAMP CONTRACT NO. 9572

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 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

This contract and associated plan set describes the work necessary to install a new 26'x20' concrete slab at the existing boat launch located within the right-of-way of North Lake Street located in Madison, Wisconsin. This work includes but is not limited to excavation cut, placing concrete, and lake control.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the project area to resolve any conflicts during the construction process.

SECTION 104.4 INCREASE OR DECREASE QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on conditions encountered in the field. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project. All bid items listed in the proposal page shall be paid for in accordance with the City Standard Specifications and the special provisions.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Private utilities exist in the right of way and the park. The Contractor shall perform a One Call through Digger's Hotline for the site at least three days prior to beginning construction. The Contractor shall allow access to utility companies and resolve any conflicts that may arise during construction. It will be the responsibility of the Contractor to work with the utilities located in the project area to resolve conflicts during the construction process.

The Contractor shall attend a pre-construction meeting prior to the start of construction. The Contractor shall use care when accessing the site and during construction not to damage existing trees, plantings, existing graded fields, lighting, concrete curb, sidewalk, asphalt pavement and other facilities that are in the park area to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense per the City of Madison Standard Specifications. The Contractor shall use care around all existing trees. There are no existing living trees that are called out to be removed as part of this project. No trees that are to be preserved shall be cut without the approval of the Engineer.

Contractor shall confine their operations to work in areas indicated on the plans. Any damage to property caused by access shall be restored in kind by Contractor at Contractor's expense. It shall be the contractor's responsibility to understand where the limits of disturbance are located.

This area is frequented by the public. Therefore, the Contractor shall be prepared to secure their work site, and to the extent practicable, deter pedestrians from entering the work area. The Contractor shall clearly and securely delineate the work area with temporary fencing, blockades, or other appropriate materials. All costs associated with the securing of the site shall be included in the Mobilization bid items.

The Contractor shall ensure that operations do not block street or parking access, snow removal or trash pickup.

Concrete curb and gutter, concrete sidewalk, concrete driveway aprons and pavements damaged or dislocated in line or elevation or both by the Contractor in the work of excavating, filling, rolling, access and grading shall be replaced by the Contractor immediately per the City of Madison Standard Specifications, at the Contractor's expense and incidental to this contract and not paid separately. The Contractor shall operate equipment in such a manner that equipment tires or tracks do not discolor, mark, and damage existing curb and gutter, sidewalk or pavements.

The Contractor is responsible for any coordination with the utility companies during construction and to resolve any conflict during the construction process.

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.

Contractor is alerted that very little additional space is available within the project grading limits for material storage, staging, and other uses. All areas disturbed by construction activities shall be restored when construction is complete. Contractor may not store materials, or stage equipment outside of the construction fence without authorization of the Engineer.

The plans and specifications were created by the City of Madison. Contact Sarah Lerner at City Engineering with any questions or discrepancies found on the plans at slerner@cityofmadison.com

SECTION 105.13 ORDER OF COMPLETION

The Contractor shall phase construction operations to minimize the amount of time that there is disturbance within the project. The Contractor is responsible for their construction staging and shall do so to minimize the impacts to the project site.

SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this project.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

Traffic shall be maintained to Lot 101 at all times in the counter-clockwise direction that it normally operates.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings, tubular posts and bases and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, reopening the road to through traffic for bus routing, and any change to bus stops. Madison Metro contact is MetroNotice@cityofmadison.com.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

Backfill, plate, or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 608-266-4681, one day prior to the placement of the plates.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final

landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Jeremy Nash, City of Madison Traffic Engineering, at 608-266-6585 or jnash@cityofmadison.com for questions on this spec.

ARTICLE 108.2 **PERMITS**

The following permits are required (and have been applied for by the city and approved) for this project:

- Wisconsin DNR General Permit for Repair of Existing Public Boat Ramp
- City of Madison Erosion Control Permit

It shall be the responsibility of the Contractor to obtain any and all additional permits that may be required for this project. Including the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Wisconsin DNR Dewatering

All permit application costs, coordination and approvals required for any permits needed shall be considered incidental to the Mobilization bid item for the Contract.

Permits are required prior to authorizing the start of construction.

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees.

The City's obtaining of 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 WORK**

Work shall only proceed after the contract is awarded, routed, and signed by all parties, and following the preconstruction meeting. The anticipated earliest date that work could potentially start on this contract is December 25, 2024. The Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. Once work begins under this contract, all work shall be completed within **THIRTY (30) CALENDAR DAYS**.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications.

SECTION 109.7 **TIME OF COMPLETION**

Regardless of the start date, all work shall be completed on or prior to **MAY 15, 2025**.

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page and will not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer.

SECTION 301.10 CONCRETE WASTE MANAGEMENT

The Contractor shall be prepared to collect and manage all concrete waste generated on this project. Concrete waste management is incidental to bid item 90001 – 8 INCH CONCRETE BOAT LAUNCH.

BID ITEM 10911 – MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. The Contractor shall not stage equipment or materials outside of the project limits. Staging of materials within the street shall not be allowed unless authorized by the Engineer.

Damage to curb and gutter, sidewalks, streets or other features or on adjacent property shall be the responsibility of the Contractor to repair at no additional cost to the City.

Work under this bid item shall also include completing measures required to protect existing facilities, including existing curb and gutter, paths, sidewalks, and other park features. The Contractor shall take all necessary precautions to protect curb and gutter, paths, and sidewalks when they intersect with construction access routes. If damage occurs to these facilities, they shall be repaired by the contractor at no cost to the City.

BID ITEM 90000 – LAKE CONTROL AND DEWATERING

DESCRIPTION

Work under this item shall include any and all work, materials, equipment, permitting (WDNR) and incidentals required for work along the shoreline, groundwater areas encountered, runoff and lake water control and work within the lake to complete this project. This includes but is not limited to any additional erosion control needed for work along the water, required access to and from the water, repair and protection to any areas on the project disturbed by water and any dewatering needed for construction of the new concrete boat launch pad. This item includes but is not limited to, construction of a site dewatering structure (tight sheeting, moveable dam, sandbags, etc.) to move the water outside of the active area of construction, dewatering of groundwater, surface water runoff control, and any other dewatering the Contractor deems necessary to satisfactorily complete the work.

The Contractor shall be responsible for all dewatering planning, work materials and equipment required to comply with WDNR permit conditions to dewater the site. Contractor shall be responsible for compliance with all laws and for designing any solutions, obtaining and paying for any, required permits that may be required depending on the selected method of construction, including WDNR permits. Contractor shall be responsible for performing discharge sampling and reporting if required by WDNR, and for complying with the discharge limit for total suspended solids specified by any permits.

The Contractor shall provide all equipment and personnel necessary to conduct dewatering operations as required for the proper completion of the work. The Contractor shall prepare a dewatering plan and submit it to the Engineer and the DNR for review and approval, prior to starting dewatering operations if needed. Dewatering activities shall comply with WDNR Technical Standard 1061 (available on the WDNR web site at www.dnr.state.wi.us/runoff/stormwater/techstds.htm). Should the Contractor's action or construction not be in compliance with applicable permits, Contractor shall remedy situation as directed by the Engineer, and all costs associated with those actions shall be borne by the Contractor.

The Contractor shall be solely responsible for choosing a method of water control that is compatible with the constraints defined. The Contractor shall be responsible for the adequacy of the water control system and shall take all necessary measures to ensure that the water control operation shall not endanger or damage any existing adjacent feature, 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.

Review and approval of the dewatering plan does not relieve the Contractor of the dewatering requirements stated in these specifications. The City of Madison assumes no liability for the performance or safety of the dewatering system.

A copy of all dewatering permits shall be filed with the City of Madison 48 hours prior to commencement of any dewatering.

The Contractor shall be responsible for control of the expected lake backwater while accommodating runoff through the site during construction. If the Contractor wishes to pursue placement of any structures on the bed of the lake beyond what is shown on the plans, the Contractor shall be responsible for obtaining all necessary permits for that work and compliance with all conditions of those permits. All work, materials, labor and incidentals necessary to control lake backwater, runoff, safely work on the shoreline and any necessary work to comply with any necessary permits are included in this bid item.

METHOD OF MEASUREMENT

Lake Control shall be measured as a single lump sum.

BASIS OF PAYMENT

Lake Control shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all for all dewatering, permitting design and approval, and lake, stormwater & shoreline control necessary throughout construction including all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90001 – 8-INCH CONCRETE BOAT LAUNCH

DESCRIPTION

Work under this item includes all materials, equipment, labor, and incidentals required to construct a concrete boat launch ramp as described in these special provisions and to the details, lines and grades shown on the plan set. This bid item includes all work necessary to excavate and prepare an appropriate base for the installation. Lake Control, which shall include all work necessary to exclude or manage lake water during the installation shall be paid under Bid Item 90000 Lake Control and Dewatering.

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
- #6 rebar, non-epoxy coated

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

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

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

Disposal of material shall be the responsibility of the Contractor at no additional cost to the City.

CONSTRUCTION

PLACEMENT

Concrete placement shall be 8" thick and 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.

CONSTRUCTION JOINTS

Contraction joints shall be placed a maximum of 13 feet apart. Contraction joints shall be constructed in accordance with Standard Detail Drawing 3.11, with the exception that dowel bar diameter shall be a smooth, 7/8" bar.

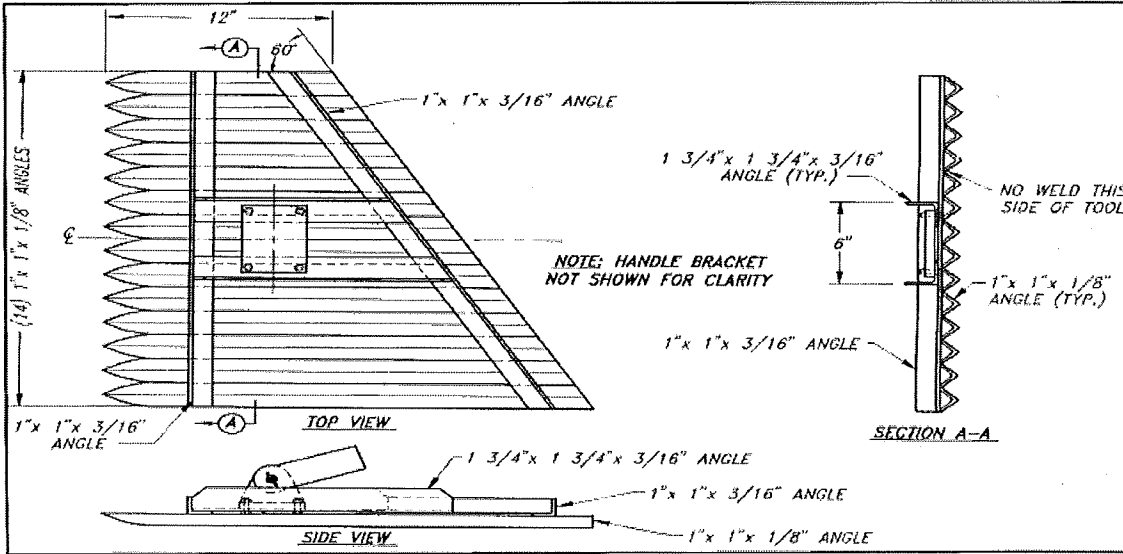
COLD WEATHER PROTECTION

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

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

FINISHING

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



METHOD OF MEASUREMENT

8-Inch Concrete Boat Launch shall be measured as a single lump sum.

BASIS OF PAYMENT

8-Inch Concrete Boat Launch shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all for all permitting design and approval, and lake, stormwater & shoreline control necessary throughout construction including all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90002 – CONCRETE LEVELING

DESCRIPTION

Work under this item includes all materials, equipment, labor, and incidentals required to level the existing approximately 10'x10' concrete slab as indicated on the plans. The existing concrete slab shall be raised so that the lake-side edge of the concrete slab is flush with the adjacent existing slab.

Work under this bid item shall place the slurry in a manner that prevents the slurry from spilling beyond the forms into the lake.

Equipment and efforts necessary to control water levels for the placement of the slurry shall be paid under Bid Item 90000 Lake Control and Dewatering.

METHOD OF MEASUREMENT

Concrete Leveling shall be measured as a single lump sum.

BASIS OF PAYMENT

Concrete Leveling shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all for all dewatering, permitting design and approval, and lake, stormwater & shoreline control necessary throughout construction including all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90003 – CONSTRUCTION SURVEYING

DESCRIPTION

The Contractor shall be responsible for all surveying and staking required for layout, construction and accurate completion of the project in accordance with the plans or any field changes directed by the Engineer. This includes staking all objects shown in the plans, limits, lines, contours, bid items, additional control, and grades required for construction of the project. An AutoCAD (.dwg) file will be provided by the City upon request after a bid is selected and prior to construction. The Contractor shall be responsible for configuring the file to a usable format in order to set elevations, create nodes, alignments, or other useful data to facilitate surveying and staking.

The City of Madison shall provide initial local horizontal control (coordinates) and initial vertical control (benchmarks) for use during construction. Contractor shall coordinate verification of the project layout and elevations with the City as necessary. The Contractor shall contact the City surveyor assigned to this project at least 48 hours prior to requesting elevation checks of subgrades, stair elevations and finished grades. If it is found during verification that the grading is not set to the correct limits or elevation the contractor shall continue grading until the correct elevations are met at no additional cost to the City.

The Contractor shall use the established horizontal and vertical control points as provided by the City of Madison as initial control. The Contractor may need to set additional control for completion of the project. Additional control set by the Contractor shall be incidental to this bid item. It is the Contractor's responsibility to check for accuracy of set control.

Orange construction and silt fence, as shown in the plans, shall be set prior to construction. This fence will be in place to protect the existing park, trees, ground and vegetation on the site outside of the limits of disturbance and no disturbance, storage or stockpiling shall occur in that area.

METHOD OF MEASUREMENT

Construction Surveying shall be measured as a Lump Sum for all construction surveying necessary for project completion throughout construction.

BASIS OF PAYMENT

Construction Surveying shall be paid for at the contract unit price, which shall be full compensation for all work, materials and incidental to complete the work described above.

END OF SPECIAL PROVISIONS



City of Madison Engineering Division

EROSION CONTROL PERMIT

Permit Number: ENG100-2024-04539

City Engineering: (608) 266-4751

Location of Work: N Lake ST

Permittee: Sarah Lerner

Owner: CITY OF MADISON ENGINEER


Telephone: (608) 261-4281

Telephone:

Parcel:

Email:

slerner@cityofmadison.com

FEE SCHEDULE		APPROVALS	
Simplified Plan Base Fee	100.00	Plan Review:	MAE
Total Fee Amount	100.00	Issuance:	MAE
<hr/>			
Total Invoiced Amount	100.00	 <p>Call 811 or (800) 242-8511 (262) 432-7910 (877) 500-9592 (emergency only)</p>	
Paid	100.00		
Balance Due	0.00		

PROPOSED WORK: N Lake St Boat Launch Repair

Project Description: N Lake Street ROW at Lake Mendota

Permit Type: Simplified Checklist

Construction Start Date: 3/1/2025 **Permit Expiration Date:** 10/1/2025 **Seed Sod Restore Date:** 5/1/2025

USLE Rate: .8 **Total Disturbed Area:** 0

EC Checklist Attached EC Plan Attached Pumping Plan Attached

FOR CITY OF MADISON USE ONLY: APPROVED

Megan Eberhardt

09/19/2024

- Erosion Control Permit Reviewer

Date

Simplified Checklist

See page two of this permit for Permit Conditions and Requirements.



City of Madison Engineering Division

EROSION CONTROL PERMIT

Permit Number: ENG100-2024-04539

City Engineering: (608) 266-4751

Location of Work: N Lake ST

Parcel:

Permittee: Sarah Lerner

Telephone: (608) 261-4281

Email:

Owner: CITY OF MADISON ENGINEER

Telephone:

slerner@cityofmadison.com

Permit Conditions and Requirements:

Failure to abide by any of the following permit conditions will be considered a violation of the City's Erosion Control Ordinance (MGO Ch. 37) and can result in the issuance to the permittee and/or the property owner of Official Notices, citations, and/or referral to the City Attorney for resolution of non-compliance.

Erosion & Sediment Control Measures are to be installed prior to any land disturbance activities.

Within ten (10) days of the completion of the project or site stabilization the applicant shall submit an Erosion Control Notice of Termination (ECNOT). The ECNOT should be sent to the administrative authority that initially approved your permit.

The Erosion Control Permit applicant shall conduct a pre-construction meeting attended by a Professional Engineer responsible for initial implementation certification of the erosion control plan. The Professional Engineer shall document and submit minutes of this meeting to City Engineering.

A Professional Engineer currently licensed in the State of Wisconsin shall certify the initial installation and implementation of the measures shown on the approved erosion control plan. Documentation on the City's Installation Certification form shall be submitted to the administrative authority within one (1) week of the installation. The certification form can be found on the City's webpage at <http://www.cityofmadison.com/engineering/permits>

As part of the Erosion Control Permit requirements this construction project requires erosion control inspections and reporting by the permittee (or by their authorized inspector). Inspections shall be conducted a minimum of once per week and also after every 24-hour rain event of 0.5" or more precipitation. The results of these inspections shall be entered on the City's permit and inspection tracking system.

Dust Control, if applicable shall be provided, per WDNR Conservation Practice Standard 1068.

Trench Dewatering, if applicable shall be provided, per WDNR Conservation Practice Standard 1061.

All BMP's installed for erosion control shall be in accordance with the applicable WDNR Conservation Practice Standards found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
473 Griffith Ave.
Wisconsin Rapids, WI, 54494

Tony Evers, Governor
Adam N. Payne, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



June 02, 2023

GP-SC-2023-13-01528

City of Madison Engineering Division
Jim Wolfe
210 Martin Luther King Jr. Blvd, Room 115
Madison, WI 53703
[sent electronically]

Dear Mr. Wolfe:

The Department of Natural Resources has completed its review of your application for a permit to repair and authorize an existing public boat ramp on the banks of Lake Mendota and located in the SE 1/4, SW 1/4, Section 14, Township 07N, Range 09E, City of Madison, Dane County. You will be pleased to know your project qualified for a General Permit.

Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist (found at <https://dnr.wi.gov/files/PDF/forms/3500/3500-172.pdf>). For project details, maps, and plans related to this decision, please see application number, GP-SC-2023-13-01528, on the Department's permit tracking website at <https://permits.dnr.wi.gov/water/SitePages/Permit%20Search.aspx>. The permit conditions are attached to this letter which lists the conditions which must be followed.

A copy of this letter and the attached permit conditions must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you. You are responsible for meeting all general permit eligibility standards and permit conditions.

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

Be sure to contact your local zoning office and U.S. Army Corps of Engineers for any local or federal permits that may be required for your project. Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please contact me at (715) 421-7800 or by email at Scott.Custer@wisconsin.gov.

Sincerely,

A handwritten signature in cursive script that reads 'Scott Custer'.

Scott Custer
Water Management Specialist

Email CC: USACE Project Manager
City of Madison Zoning Administrator
City of Madison Engineering Division – Sarah Lerner

The City of Madison Engineering Division c/o Jim Wolfe is hereby granted under Section 30.12(1), Wisconsin Statutes, and NR 329, Wis. Adm. Code, a permit to repair and authorize an existing public boat ramp in the City of Madison, Dane County is subject to the following conditions:

PERMIT

1. You must notify Scott Custer at phone (715) 421-7800 or email Scott.Custer@wisconsin.gov before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described **on or before 06/02/2026**. If you will not complete the project by this date, there is no opportunity for an extension, and you must apply for a new permit.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance, or permit compliance.
6. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.
7. **You must post a copy of this permit at a conspicuous location on the project site**, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood, and agreed to follow all conditions of this permit.
9. The permittee shall maintain the project in good condition and in compliance with the terms and conditions of this permit, NR 329 Wis. Admin. Code, and ss. Ch 30.12(1), Wis. Stats.
10. This project shall comply with all conditions identified in Wisconsin Administrative Code and identified in the Instructions for the General Permit application.
11. The department may modify or revoke the permit if the project is not completed according to the terms of the permit or if the department subsequently determines the activity is detrimental to the public interest.
12. **You must submit a series of photographs to the Department, within one week of completing work on the site.** The photographs must be taken from different vantage points and depict all work authorized by this permit.
13. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section Ch 30.292, Wis. Stats., for any violations of Chapter 30, Wis. Stats., or this permit.
14. 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. Admin. Code. The technical standards are found at:
http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.

15. Unless part of a permanent storm water management system, all temporary erosion and sediment control practices shall be removed upon final site stabilization. Areas disturbed during construction or installation shall be restored.
16. All equipment used for the project, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile, and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use. The following steps must be taken **every time** you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.
 - a. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
 - b. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps.
 - c. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals, or water from one waterbody to another.
 - d. **Wash your equipment** with hot (>104° F) and/or high-pressure water, - OR - Allow your equipment to **dry thoroughly for 5 days**.
17. To protect fish habitat during spawning seasons, no general permit activity shall take place during the time period specified:
 - a. For trout streams identified under s. NR 1.02 (7) and perennial tributaries to those trout streams, September 15 through May 15.
 - b. For all waters not identified under subd. 3. a. and located south of state highway 29, March 15 through May 15.
 - c. For all waters not identified under subd. 3. a. and located north of state highway 29, April 1 through June 1.
 - d. The applicant may request that the requirements in a., b. or c. be waived by the department on a case-by-case basis, by submitting a written statement signed by the local department fisheries biologist, documenting consultation about the proposed project, and that the local department fisheries biologist has determined that the requirements of this paragraph are not necessary to protect fish spawning for the proposed project.
18. A boat landing shall be open to the general public.
19. A boat landing may not be located in an area of special natural resource interest, except for boat landings constructed and maintained by a local, state or federal agency. However, no boat landing may be placed within a public rights feature as described in s. NR 1.06, Wis. Adm. Code.
20. A boat landing may be placed and maintained only by a riparian.
21. A boat landing shall be placed entirely within the riparian's zone of interest, as determined by one of the methods outlined in ch. NR 329, Wis. Adm. Code.
22. A boat landing shall be designed and constructed to prevent structural failure caused by wave, wind or ice action and shall be maintained in good condition at all times.
23. Material removed or excavated to construct the boat landing may not be placed in a wetland, floodway or below the ordinary high water mark of any navigable waterway.
24. A boat landing shall consist of a 6- to 24-inch layer of crushed rock, a 6- to 18-inch layer of crushed rock capped with a 4-inch minimum thickness pre-cast reinforced concrete planks or a cast-in-place reinforced concrete slab, each with a 6- to 18-inch crushed rock base. Pre-cast planks shall be connected to prevent displacement.
25. A boat landing shall have a slope no steeper than 7 foot horizontal to one foot vertical (7H) and may not exceed 50 feet in length or beyond the line of navigation, whichever is less.
26. A boat landing may not be located in or across a wetland.

27. A boat landing shall have rock riprap toe protection at the lakeward end of the landing which may not extend above the natural level of the bottom of the waterway.
28. The side slopes of the excavated banks on either side of the boat landing may not exceed 2 feet horizontal to one foot vertical (2 to 1 slope).
29. Cofferdams used for site de-watering shall consist only of clean recoverable materials such as sandbags or plywood sheeting, and all materials shall be removed immediately following project completion.
30. Any grading, excavation and land disturbance shall be confined to the minimum area necessary for the construction and may not exceed 10,000 square feet.
31. All equipment used for the project shall be designed and properly sized to minimize the amount of sediment that can escape into the water.
32. Construction of the boat landing shall minimize the removal of trees, shrubs and other shoreline vegetation above the ordinary high water mark. Note: Local zoning ordinances may place restrictions on cutting trees in the shoreland zone. The riparian is responsible for ensuring that their project is in compliance with any local zoning requirements.

FINDINGS OF FACT

1. The City of Madison Engineering Division c/o Jim Wolfe has filed an application for a permit to repair and authorize an existing public boat ramp in the SE 1/4, SW 1/4, Section 14, Township 07N, Range 09E, City of Madison, Dane County.
2. Specifically, the project consists of the repair and authorization of an existing public boat ramp located within City of Madison ROW property. The existing boat launch has a large section of missing concrete on the bottom section of the ramp. This project will repair this section by replacing the entire bottom 9'x26' wide concrete section either by pre-cast or pour in place. This project will also include installation of a heavy riprap toe as required to meet General Permit eligibility requirements. The work will be completed by installing "Big Bags" sandbags along the lakeward project limits to dewater the existing site and protect from erosion. The project is anticipated to occur after 11/15/2023 and shall be completed prior to 1/1/2024.
3. The Department has determined that the project site and project plans meet the standards in s. Ch 30.12(1), Wis. Stats., as well as NR 329, Wis. Adm. Code, to qualify for this General Permit.
4. The Department has determined that general permit condition #28 does not apply to the project as the permit is for a pre-existing historical public boat ramp, the banks have already been excavated and are well established and stabilized, as well as no additional disturbance will occur above the ordinary high water mark for the repair and authorization.
5. The Lake Mendota is a navigable water (and no bulkhead exists at the project site).
6. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
7. The proposed project, if constructed in accordance with this permit will not adversely affect wetlands.
8. The proposed project will not injure public rights or interests, cause environmental pollution as defined in s. 299.01(4), Wis. Stats., or result in material injury to the rights of any riparian owner, if constructed in accordance with this permit.
9. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Section Ch 30.12(1), Wis. Stats. and Chapters NR 102, 103, 150, 299, 310, and 329, Wis. Adm. Code.

10. The structure will not be detrimental to the public interest because the proposed construction methods have been designed to (along with conditions of this permit) minimize impacts to fish and wildlife habitat, water quality, navigation, recreation, and natural scenic beauty.
11. The structure will not materially obstruct navigation.
12. The structure will not materially reduce the flood flow capacity of Lake Mendota.

CONCLUSIONS OF LAW

1. The Department has authority under ch. 30, Wis. Stats., and ch. NR 329, Wis. Adm. Code, to issue a permit for the construction and maintenance of this project.
2. The Department has complied with s. 1.11, Wis. Stats.

Dated at the Wisconsin Rapids Service Center, Wisconsin Rapids, Wisconsin on 06/02/2023.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

BY:



Scott Custer
Water Management Specialist

From: Custer, Scott R - DNR
To: Simonson, Timothy D - DNR; Lerner, Sarah
Subject: RE: Update to GP-SC-2023-13-01528
Date: Friday, September 13, 2024 7:58:26 AM
Attachments: [image008.png](#)

Thanks Tim!

Sarah, I'll add a note in our permit database to indicate condition 17 of GP# 01528 has been waived by myself and Tim. Please save this e-mail for your records and let me know if you have any questions.

Have a great day!

We are committed to service excellence.

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

Scott Custer
Water Management Specialist
Wisconsin Department of Natural Resources
Phone Number: (608) 445-4507
Wisconsin Rapids Service Center
scott.custer@wisconsin.gov



From: Simonson, Timothy D - DNR <Timothy.Simonson@wisconsin.gov>
Sent: Thursday, September 12, 2024 6:03 PM
To: Lerner, Sarah <SLerner@cityofmadison.com>; Custer, Scott R - DNR <scott.custer@wisconsin.gov>
Subject: Re: Update to GP-SC-2023-13-01528

I'm okay with this waiver. Tim

From: Lerner, Sarah <SLerner@cityofmadison.com>
Sent: Thursday, September 12, 2024 3:28 PM
To: Custer, Scott R - DNR <scott.custer@wisconsin.gov>
Cc: Simonson, Timothy D - DNR <Timothy.Simonson@wisconsin.gov>
Subject: RE: Update to GP-SC-2023-13-01528

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Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Thanks Scott!



Sarah Lerner, PLA, LEED AP, ENV SP
Landscape Architect
(she/her/hers)
Engineering Division
City-County Building, Room 115
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
☎ Phone: 608-261-8592
✉ slerner@cityofmadison.com

From: Custer, Scott R - DNR <scott.custer@wisconsin.gov>
Sent: Thursday, September 12, 2024 3:26 PM
To: Lerner, Sarah <SLerner@cityofmadison.com>
Cc: Simonson, Timothy D - DNR <Timothy.Simonson@wisconsin.gov>
Subject: RE: Update to GP-SC-2023-13-01528

Yep, and I am in support of waiving it. Looks like we just need input from fisheries. Thanks for clarifying that last part.

We are committed to service excellence.

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

Scott Custer
Water Management Specialist
Wisconsin Department of Natural Resources
Phone Number: (608) 445-4507
Wisconsin Rapids Service Center
scott.custer@wisconsin.gov



From: Lerner, Sarah <SLerner@cityofmadison.com>
Sent: Thursday, September 12, 2024 3:09 PM
To: Custer, Scott R - DNR <scott.custer@wisconsin.gov>
Cc: Simonson, Timothy D - DNR <Timothy.Simonson@wisconsin.gov>
Subject: RE: Update to GP-SC-2023-13-01528

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Thanks Scott –

The conditions of the permit issuance state that a variance can be provided on the timing on a case-by-case basis. I am hoping since that's given with the conditions of the permit it can be done after the fact and we can get this emergency access restored earlier.

17. To protect fish habitat during spawning seasons, no general permit activity shall take place during the time period specified:
 - a. For trout streams identified under s. NR 1.02 (7) and perennial tributaries to those trout streams, September 15 through May 15.
 - b. For all waters not identified under subd. 3. a. and located south of state highway 29, March 15 through May 15.
 - c. For all waters not identified under subd. 3. a. and located north of state highway 29, April 1 through June 1.
 - d. The applicant may request that the requirements in a., b. or c. be waived by the department on a case-by-case basis, by submitting a written statement signed by the local department fisheries biologist, documenting consultation about the proposed project, and that the local department fisheries biologist has determined that the requirements of this paragraph are not necessary to protect fish spawning for the proposed project.



Sarah Lerner, PLA, LEED AP, ENV SP
Landscape Architect
(she/her/hers)
Engineering Division
City-County Building, Room 115
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
Phone: 608-261-8592
✉ slerner@cityofmadison.com

From: Custer, Scott R - DNR <scott.custer@wisconsin.gov>
Sent: Wednesday, September 11, 2024 12:52 PM
To: Lerner, Sarah <SLerner@cityofmadison.com>
Cc: Simonson, Timothy D - DNR <Timothy.Simonson@wisconsin.gov>
Subject: RE: Update to GP-SC-2023-13-01528

Caution: This email was sent from an external source. Avoid unknown links and attachments.

Hi Sarah,

Thank you for reaching out. The updated plans are not a problem, and I will add those to the permit set. Typically, if all the conditions can't be met as listed under the GP, then it kicks the permit into an IP. However, if that is the ONLY condition that can't be met that would trigger an IP, I would be willing to still honor this GP being done inside those block out dates, only if the fish biologist gives their approval. I have not heard of many exceptions being made for this personally. Since this boat launch is used by the Madison Fire Department and there are potential safety and emergency response implications if this launch is not useable, I am open to the idea.

I am copying in the regional fish supervisor, Tim Simonson in this e-mail to see if this is even possible. Otherwise, the technical procedure for this would be to have you re-apply for an IP and then I would reach out to fisheries for their input anyway as part of that process.

If they have concerns, this will need to go to an IP if you wish to work inside those block out dates. The current permit is good until June 2, 2026, and your other option is to try and get it completed by then, but outside the block out dates.

Tim, please see the attached regarding the boat launch repair permit on Lake Mendota in the City of Madison, specifically condition 17. Also, please let me know if you are not the appropriate contact as there is currently no fish biologist listed as POC in Dane County and I received your contact from another WMS who also covers Dane County.

Stay tuned,

We are committed to service excellence.

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

Scott Custer
Water Management Specialist
Wisconsin Department of Natural Resources
Phone Number: (608) 445-4507
Wisconsin Rapids Service Center
scott.custer@wisconsin.gov



From: Lerner, Sarah <SLerner@cityofmadison.com>
Sent: Tuesday, September 10, 2024 8:58 AM
To: Custer, Scott R - DNR <scott.custer@wisconsin.gov>
Subject: Update to GP-SC-2023-13-01528

**CAUTION: This email originated from outside the organization.
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Hi Scott –

The project under GP-SC-2023-13-01528 has not yet been completed due to high lake levels and our staff not able to complete this work in house based on the lake levels.. We are hoping to get this work done early spring next year through our contracted bidding process.

Because of the delay, the City is request waiver of the timeline requirements set forth under the item 17. This boat launch is also an access point for the Madison Fire Department (MFD) for emergency rescues and we are hoping to get this fixed as soon as possible.

Additionally, the original design submitted with the permit replaced the existing 9' of concrete pavement at the launch. Based on discussions with MFD, we would like to extend this an additional 11' of concrete. The turbidity barrier will be adjusted accordingly. I have attached a sketch of this plan.

Please let me know if you have any questions or comments, and if we can have our permit updated to reflect the change in timing and design.

Thank you,



Sarah Lerner, PLA, LEED AP, ENV SP
Landscape Architect
(she/her/hers)
Engineering Division
City-County Building, Room 115
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
☎ Phone: 608-261-8592
✉ slerner@cityofmadison.com



Department of Public Works
Engineering Division

James M. Wolfe, 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
Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1
Mark D. Moder, P.E.
Fadi El Musa Gonzalez, P.E.
Andrew J. Zwieg, P.E.

Financial Manager
Steven B. Danner-Rivers

November 1, 2024

**NOTICE OF ADDENDUM
ADDENDUM 1**

**CONTRACT NO. 9572
N LAKE STREET BOAT RAMP**

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

PLANS:

Removed and replaced the following sheets:

Title:

- Notes added to summarize changes to other sheets

D-Sheets:

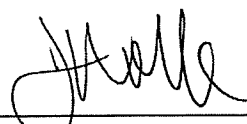
- Scale reference changed

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

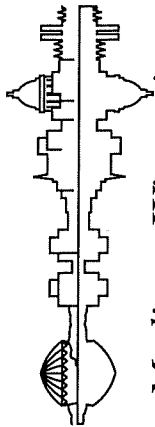
Electronic version of these documents can be found on the Bid Express website at:

<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.



James M. Wolfe, City Engineer



Madison, Wisconsin

INDEX OF SHEETS

SHEET NO. P1 SITE PLAN

SHEET NO. D1 DETAILS

CITY OF MADISON

CITY ENGINEERING DIVISION

DEPARTMENT OF PUBLIC WORKS

PLAN OF PROPOSED IMPROVEMENT

N LAKE STREET BOAT RAMP

CITY PROJECT NO. 15429

CONTRACT NO. 9572

PUBLIC IMPROVEMENT PROJECT
APPROVED

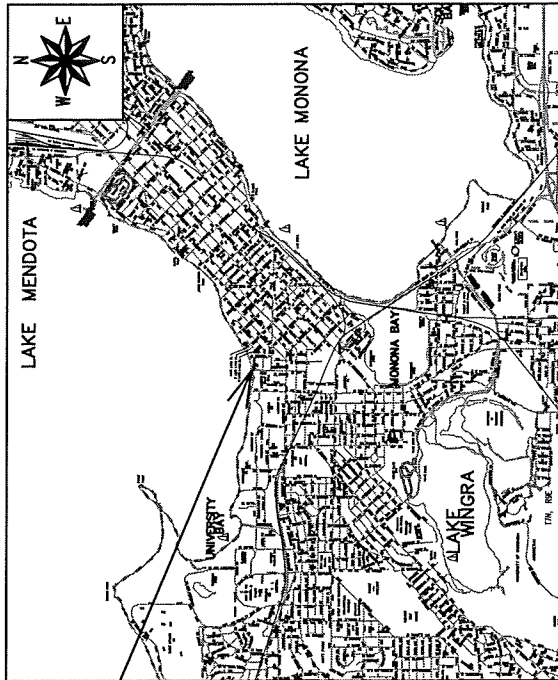
OCTOBER 8, 2024

BY THE COMMON COUNCIL
OF MADISON, WISCONSIN

PUBLIC IMPROVEMENT DESIGN
APPROVED BY:

City Engineer

Date



PROJECT
LOCATION

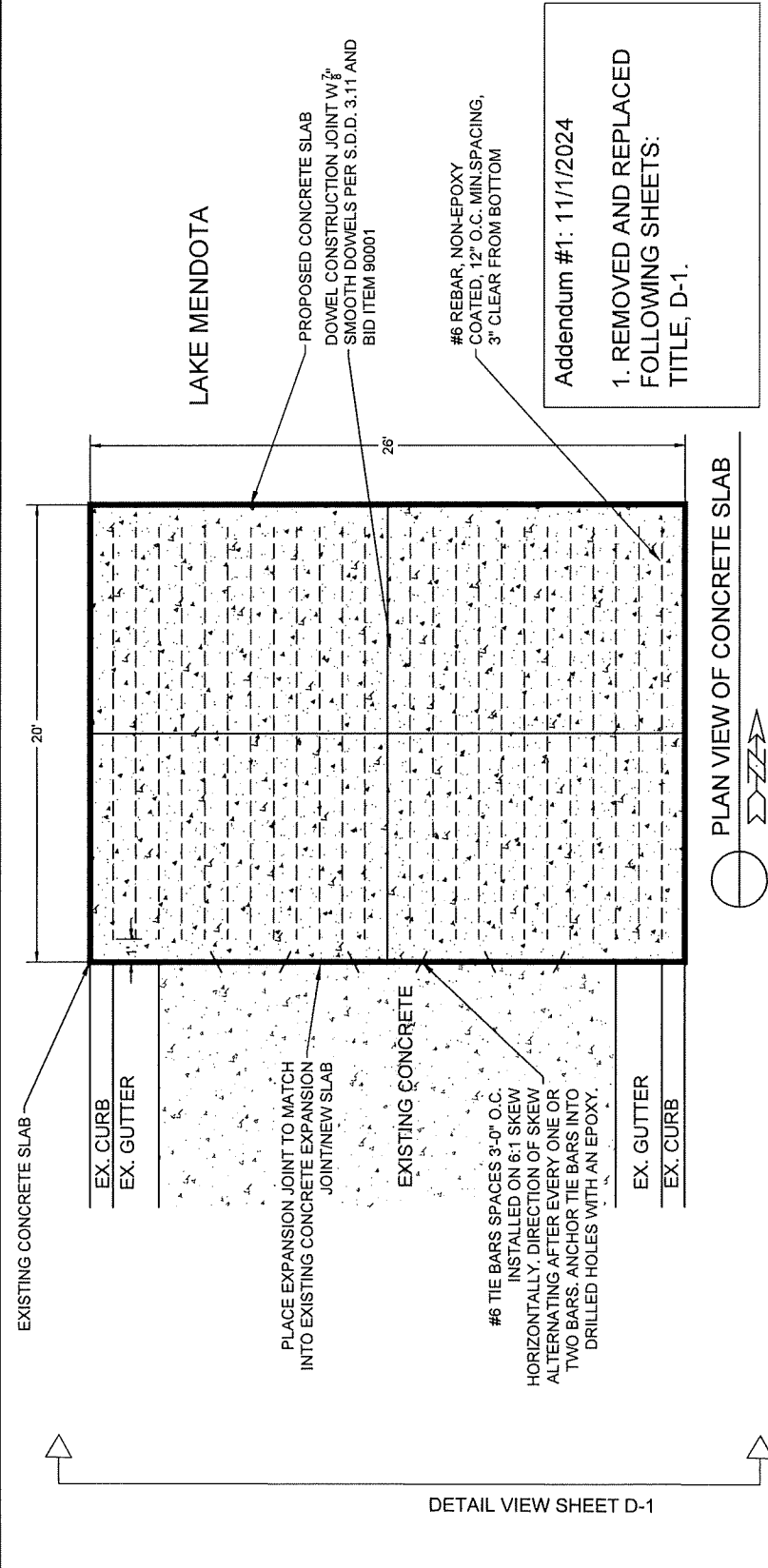
Addendum #1: 11/11/2024

1. REMOVED AND REPLACED
FOLLOWING SHEETS:
TITLE, D-1.

12/5/2024



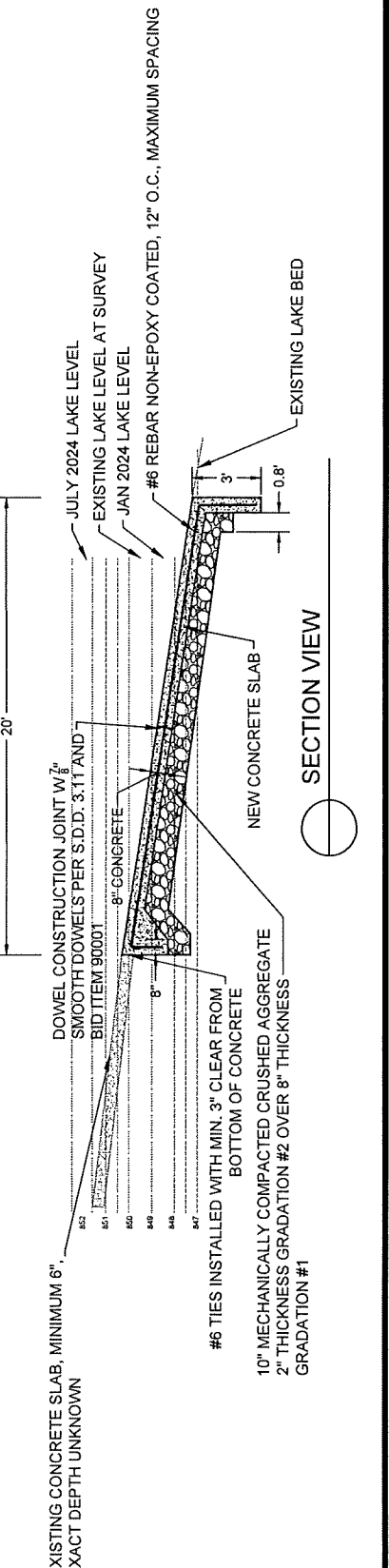
15429
D-1



ADDENDUM #1: 11/1/2024

1. REMOVED AND REPLACED FOLLOWING SHEETS: TITLE, D-1.

PLAN VIEW OF CONCRETE SLAB
 NORTH ARROW
 20'



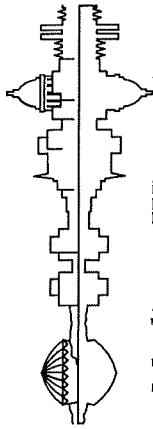
SECTION VIEW

DETAIL VIEW SHEET D-1

REVISION

NO.	DATE	BY	REVISION
1	1/17/2024	15429	REVISION
2	11/1/2024	15429	ADDENDUM #1

REMOVED



Madison, Wisconsin

INDEX OF SHEETS

SHEET NO. P1
SHEET NO. D1

SITE PLAN
DETAILS

CITY OF MADISON

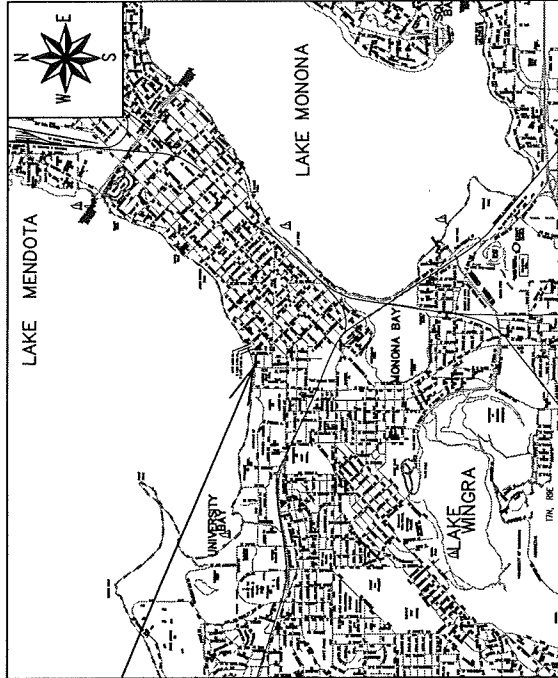
CITY ENGINEERING DIVISION

DEPARTMENT OF PUBLIC WORKS

PLAN OF PROPOSED IMPROVEMENT

N LAKE STREET BOAT RAMP

CITY PROJECT NO. 15429
CONTRACT NO. 9572



PROJECT
LOCATION

PUBLIC IMPROVEMENT PROJECT
APPROVED

OCTOBER 8, 2024

BY THE COMMON COUNCIL
OF MADISON, WISCONSIN

PUBLIC IMPROVEMENT DESIGN
APPROVED BY:

Oct 14, 2024

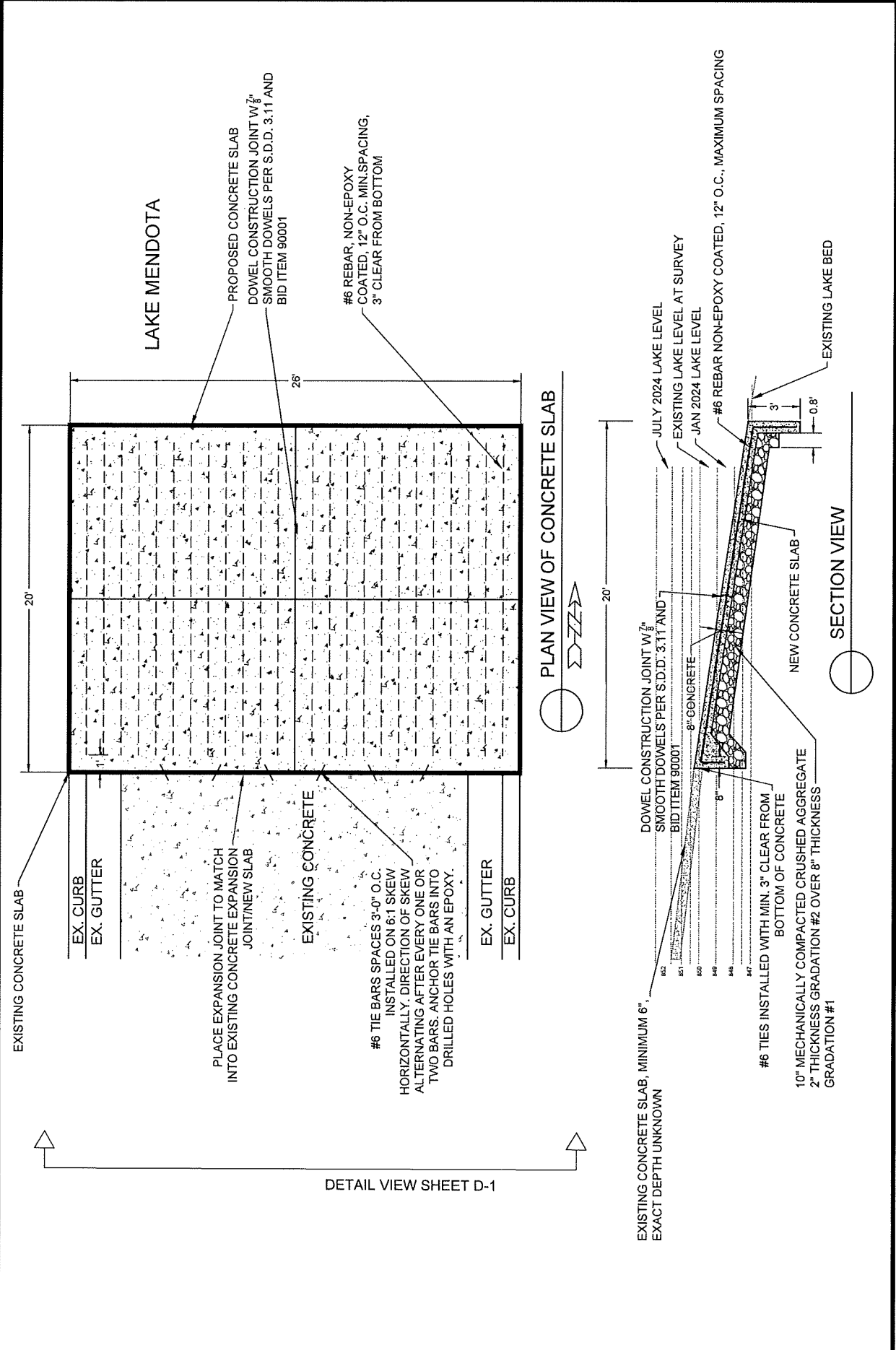
City Engineer

Date

Original

NO.	DATE	REVISION

15429
 15429
 MADISON, WI
 CONTRACT NO: 9572
 15429
 N LAKE STREET BOAT RAMP
 MDESIGN\p\project\15429\CAD\Lake St Boat Ramp_Design.dwg



SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE N. Lake st. Boat Ramp

CONTRACT NO. 9572

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.

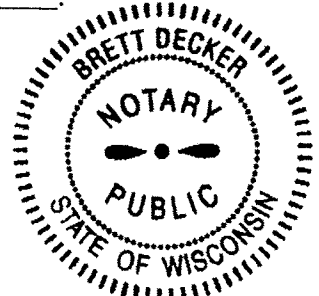
- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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. 41 through N/A 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)
- 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.
- 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.
- 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).
- I hereby certify that all statements herein are made on behalf of Green Valley Landscaping (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____ a partnership consisting of _____; an individual trading as _____; of the City of Janesville State of Wisconsin; 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]
 SIGNATURE
VP
 TITLE, IF ANY

Sworn and subscribed to before me this 7 day of November, 2024.

[Signature]
 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 11/07/2027

Bidders shall not add any conditions or qualifying statements to this Proposal.
 State of Wisconsin
 Rock County



Section F: Best Value Contracting (BVC) Fillable Online Form

Best Value Contracting

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

Landscapeer

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.

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

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

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

BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

CEMENT MASON (HEAVY HIGHWAY)

CONSTRUCTION CRAFT LABORER

DATA COMMUNICATION INSTALLER

ELECTRICIAN

ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

GLAZIER

HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

INSULATION WORKER (HEAT and FROST)

IRON WORKER

IRON WORKER (ASSEMBLER, METAL BLDGS)

PAINTER and DECORATOR

PLASTERER

PLUMBER

RESIDENTIAL ELECTRICIAN

ROOFER and WATER PROOFER

SHEET METAL WORKER

SPRINKLER FITTER

STEAMFITTER

STEAMFITTER (REFRIGERATION)

STEAMFITTER (SERVICE)

TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

N LAKE STREET BOAT RAMP

CONTRACT NO. 9572

DATE: 11/7/24

**Greener Valley
Landscaping, Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LS	1.00	\$900.00	\$900.00
10911 - MOBILIZATION - LS	1.00	\$12,000.00	\$12,000.00
21013 - STREET SWEEPING - LS	1.00	\$250.00	\$250.00
21093 - TURBIDITY BARRIER COMPLETE - LF	80.00	\$45.00	\$3,600.00
21302 - CONSTRUCTION FENCE (PLASTIC) - LF	30.00	\$30.00	\$900.00
21049 - INLET PROTECTION, RIGID FRAME- PROVIDE AND INSTALL - EA	1.00	\$600.00	\$600.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EA	1.00	\$150.00	\$150.00
90000 - LAKE CONTROL AND DEWATERING - LS	1.00	\$7,000.00	\$7,000.00
90001 - 8-INCH CONCRETE BOAT LAUNCH - LS	1.00	\$44,000.00	\$44,000.00
90002 - CONCRETE LEVELING - LS	1.00	\$5,000.00	\$5,000.00
90003 - CONSTRUCTION SURVEYING - LS	1.00	\$2,000.00	\$2,000.00
11 Items	Totals		\$76,400.00

SECTION G: BID BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, 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 Obligee, 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:

N LAKE STREET BOAT RAMP CONTRACT NO. 9572

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (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 Obligee 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 Obligee 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 Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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 Obligee 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

Greener Valley Landscaping, Inc.
Name of Principal

By Jennifer Valley

November 7th, 2024
Date

Jennifer Valley
Name and Title



Seal SURETY

Granite Re, Inc.
Name of Surety

By Connie Smith

November 7th, 2024
Date

Connie Smith, Attorney-in-Fact
Name and Title

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 2024, 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.

NPN 16492915 - Legacy 2587929

November 7th, 2024
Date

Connie Smith
Agent Signature

2920 Enloe Street, Suite 103
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.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

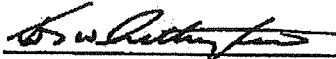
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:


MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





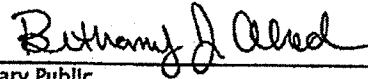
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

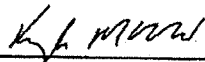
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 31st day of November, 2024.





Kyle P. McDonald, Assistant Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 2nd day of January in the year Two Thousand and Twenty-Five between **GREENER VALLEY LANDSCAPING, INC.** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **DECEMBER 10, 2024**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

N LAKE STREET BOAT RAMP CONTRACT NO. 9572

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 **SEVENTY-SIX THOUSAND FOUR HUNDRED AND NO/100 (\$76,400.00)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.
B. Affirmative Action. The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview

and consider candidates referred by the Affirmative Action Division, or an organization designated by the 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 ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

**N LAKE STREET BOAT RAMP
CONTRACT NO. 9572**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

<u>Julia Kelly</u>	<u>12/18/24</u>
Witness	Date
<u>Julia Kelly</u>	<u>12/18/24</u>
Witness	Date

GREENER VALLEY LANDSCAPING, INC.

<u>Greener Valley</u>	<u>12/18/24</u>
Company Name	Date
<u>Julia Kelly</u>	<u>12/18/24</u>
President	Date
<u>Julia Kelly</u>	<u>12/18/24</u>
Secretary	Date

CITY OF MADISON

Satya Rhodes-Conway

Satya Rhodes-Conway, Mayor

01/02/2025

Date

Maribeth Witzel-Behl

Maribeth Witzel-Behl, City Clerk

12/26/2024

Date

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

David Schmiedicke

David P. Schmiedicke, Finance Director

1/2/2025

Date

Approved as to form:

Michael Haas

Michael Haas, City Attorney

1/2/2025

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES - 24-00704, ID No. 85985, adopted by the Common Council of the City of Madison on Dec. 10, 2024.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we GREENER VALLEY LANDSCAPING, INC. as principal, and Granite Re, Inc. Company of 14001 Quailbrook Drive, Oklahoma City, OK 73134 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of SEVENTY-SIX THOUSAND FOUR HUNDRED AND NO/100 (\$76,400.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**N LAKE STREET BOAT RAMP
CONTRACT NO. 9572**

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 December, 2024

Countersigned:

[Signature]
Witness
[Signature]
Secretary

GREENER VALLEY LANDSCAPING, INC.
Company Name (Principal)
[Signature]
President Seal
[Signature]

Granite Re, Inc.
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 2024, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

12/18/2024
Date

[Signature]
Agent Signature Connie Smith

The foregoing Bond has been approved as to form:

1/2/2025

Date

Michael Haas

City Attorney

**GRANITE RE, INC.
GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington
Kenneth D. Whittington, President

Kyle P. McDonald
Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620



Bethany J. Alred
Notary Public

**GRANITE RE, INC.
Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 18 day of December, 2024.



Kyle P. McDonald
Kyle P. McDonald, Assistant Secretary