

**BIDDERS'S PROPOSAL**

Official Notice #16-2019

**FOR:**

**Supply and Delivery of Stone, Sand & Landscape Fabric  
For City of Racine  
Horlick Athletic Field Baseball Diamond**

**SEALED BIDS DUE BY 1PM ON: July 17, 2019**

**TO: Monica Santos - Purchasing Agent  
City Hall 730 Washington Avenue Room 105 Racine, Wisconsin 53403**

The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitively specified to be furnished by others and construct complete, ready for use, all in accordance with advertisement, specifications and contract, all as attached hereto and all of which the undersigned has examined, the following work for the compensation indicated:

LUMP SUM BID: Supply and delivery of stone, sand & landscape fabric per quantities listed in specifications: Division I, Paragraph C, Item 4.

TOTAL AMOUNT OF THIS PROPOSAL: \_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

***Work under this contract shall be completed between August 18<sup>th</sup> & August 30<sup>th</sup>, 2019.***

**SUPPLEMENTAL UNIT PRICING**

- 1. 3/8" Chips – Delivered: \$ \_\_\_\_\_ CY
- 2. Free Draining Stone – Delivered: \$ \_\_\_\_\_ CY
- 3. Sand - Delivered: \$ \_\_\_\_\_ CY
- 4. Drainage Fabric – Delivered \$ \_\_\_\_\_ /4320± SF Roll

Firm \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Email: \_\_\_\_\_

**SPECIFICATIONS**

**Supply and Delivery of Stone & Sand – Horlick Athletic Field Baseball Diamond**

**DIVISION I**  
**GENERAL CONDITIONS**

A. **Scope**

Contractor shall, for the bid price given, furnish all materials, labor, tools and equipment and perform all necessary work to ensure proper completion of the bid items listed on the Bidder’s Proposal for Supply and Delivery of Stone, Sand & Landscape Fabric – Horlick Athletic Field Baseball Diamond.

1. Provide and deliver materials as noted in these specifications.

B. **Location**

The work under this contract shall be performed at:

Horlick Athletic Field Baseball Diamond – 1648 N. Memorial Drive, Racine; Wisconsin.

C. **Quantities**

The quantities for the items listed on the Bidder’s Proposal shall be considered approximate and the Parks Department reserves the right to increase or decrease quantities stated to stay within the limits of the established project budget.

1. Estimate of quantities is for bidding purposes.
2. Quantities required in excess of project scope will be paid based on the Supplemental Unit Prices on the Bidder’s Proposal.
3. Pricing on Bidder’s Proposal Shall include delivery to project site.
4. Estimated Quantity Required for Lump Sum Bidding:

3/8" Chips	12	CY
Free Draining Stone	1019	CY
Sand	227	CY
Drainage Fabric	38,880	SF

D. **Inspection of Site**

1. Project locations can be visited during the normal working day.
2. **Owner Contact:** **Robert Rafel MBA CPI**, Parks & Facilities Specialist  
262.636.9135 – Office 262.498.4765 – Mobile  
[Robert.Rafel@cityofracine.org](mailto:Robert.Rafel@cityofracine.org)

**DIVISION II**  
**MATERIALS AND DELIVERY**

A. **Standards - Definitions**

1. 3/8” Chips:
  - a. Description:
    - i. Size as noted.
    - ii. Typically limestone chips
    - iii. Must be washed & have minimal fines and no turf or other organic material.
    - iv. Traffic bond or crushed concrete are not acceptable.
2. Free Draining Stone:
  - a. Description:
    - i. Typically pea gravel
    - ii. Varying Sizes up to ¾.”

- iii. Must be washed & have minimal fines and no turf or other organic material.
      - iv. Traffic bond or crushed concrete are not acceptable.
  - 3. Sand:
    - a. Description:
      - i. Granular material having at least 90 percent passing the No. 4 sieve and predominantly retained on the No. 200 sieve.
      - ii. Must be washed & have minimal fines and no turf or other organic material.
      - iii. Torpedo or other course sand is acceptable.
  - 4. Drainage Fabric: (WisDOT Type DF) Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
    - a. Description:
      - i. Roll size: 4320± SF
      - ii. Grab Tensile Strength: 110 lbf; ASTM D 4632.
      - iii. Min. Apparent Breaking Elongation: 30%; ASTM D 4632.
      - iv. Puncture Resistance: 40 lbf; ASTM D 4833.
      - v. Min. Permittivity: 0.70 S-1; ASTM D 4491. v. Apparent Opening Size: 300µm; ASTM D 4751.
- B. Owner Provided Materials
- 1. Tracking Pad
  - 2. Contractors may use onsite restrooms.
- C. Work Included
- 1. Provide & deliver materials as specified.
  - 2. Coordinate with Owner Representative for specific delivery schedule.
  - 3. Follow instructions of Owner’s Contractor for specific dumping locations.
- D. Related Work
- 1. None
- E. Haul Routes & Excavated Materials
- 1. The Parks Department reserves the right to direct the Contractor as to the routes to be used for hauling of excavated materials from the project site and new materials to the site.
- F. Special Circumstances
- 1. Football portion of Horlick Athletic Field will be open for afternoon football games. Contractor shall ensure project related equipment and vehicles stay within designated project boundaries.
  - 2. Contractor shall limit all vehicles to project area.

DIVISION III  
TIME LIMIT

- A. Standards
- 1. ***Work under this contract shall be completed between August 18<sup>th</sup> & August 30<sup>th</sup>, 2019.***
  - 2. Contractor shall contact Owner Representation and Project Manager if weather conditions prevent completion of project within designated time frame.

DIVISION IV  
INSURANCE, BONDING & HOLD HARMLESS AGREEMENT

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

#### Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related

injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

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

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

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

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

1. The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.

4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.

7. Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

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

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

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

**END OF DETAILED SPECIFICATIONS**

## INSTRUCTION TO BIDDERS

The specifications shall be held to include the Advertisement, Instructions to Bidders, Manufacturer's Qualifications, General Conditions, Proposal, Contract and Specifications.

All bids shall be made out as directed in the specifications and shall be on the Standard Proposal form furnished by the City of Racine. Any bid not on this form will not be accepted. Failure to comply with these requirements may result in rejection of bidder's proposal. **Bids will be placed in a sealed envelope and marked with the words "OFFICIAL NOTICE #16-2019" Please return this entire bid package with your bid.**

Bids are to be State and Federal Tax Exempt. A tax exemption certificate will be furnished to the successful bidder. No bid may be withdrawn after the time for opening bids.

Payment for the work will be in cash upon completion and acceptance of the work unless otherwise specified. If monthly payments are made, they will be made as set forth in the contract.

The City of Racine reserves the right to reject any or all bids or to accept any bid considered most advantageous to the City. It also reserves the right to waive any informality in bids received whenever such waiver is in the best interest of the City of Racine.

The accompanying bid includes the furnishing of all materials, labor and equipment required by the attached specifications, which I have carefully examined, and I hereby certify that the statements made herein are true and correct.

The undersigned represents that the prices in the accompanying bid are neither directly or indirectly the result of an agreement with any other bidder.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

**BIDDER'S CERTIFICATION**

I hereby certify that all statements herein are made in behalf of:

\_\_\_\_\_

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 \_\_\_\_\_ State of \_\_\_\_\_

that I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal; that I have full authority to make such statements and submit this proposal in its (their) behalf, and that said statements are true and correct

SIGNATURE:\_\_\_\_\_

TITLE:\_\_\_\_\_

Sworn and subscribed to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary or other officer authorized to administer oaths)

SEAL:

My commission expires\_\_\_\_\_