BIDDERS’S PROPOSAL

FOR: CHAINLINK FENCE INSTALLATION AT N. OWEN DAVIES DOG PARK

SEALED BIDS DUE: PRIOR TO 1:00 PM ON June 5, 2019

TO: Purchasing Agent
City Hall – 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:

The Contractor shall submit a lump sum price for Installation of 778±’ Lineal Feet 60” High, Black Vinyl Coated Chainlink Fence at N. Owen Davies Park, in accordance with these specifications and plans included as Schedule “A” at: 1700 West Blvd., Racine; Wisconsin.

TOTAL AMOUNT OF THIS PROPOSAL: ________________________________ Dollars $_________________

Mandatory Supplemental Unit Prices:

Time & Material Rate for repair of latent conditions or additional work for any portion of this project.

@ ________________________________ Dollars/Man-hour $ __________________

Materials (Contractors Cost): Plus _________ %

THIS PROJECT SHALL BE COMPLETED BETWEEN JUNE 01 & June 21, 2019.

FIRM ________________________________ BY ________________________________
TITLE ________________________________ DATE ________________________________
EMAIL ________________________________
DETAILED SPECIFICATIONS
for
CHAINLINK FENCE INSTALLATION AT N. OWEN DAVIES DOG PARK

DIVISION 1
GENERAL CONDITIONS

1 Scope
1.2 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 Chainlink Installation per these specifications and attached Schedule “A.”

1.2.1 Project Area
1.2.1.1 Provide and Install 778’ Lineal Feet 60” High, Black Vinyl Coated Chainlink Fence at N. Owen Davies Park.
1.2.1.2 Install four (4) entry & four (4) exit fences with lockable 48” gates.
1.2.1.3 Install two (2) – 6’ service gates.
1.2.1.4 Fence contractor shall coordinate with cement contractor to install entry area posts before concrete is poured. (See Division 3, Para 3.2)

2 Location
2.2 The work on this contract shall be performed at:
2.2.1 N. Owen Davies Park, 1700 West Blvd., Racine; Wisconsin

3 General
3.2 Contact Owner representative to schedule walk-through.
3.3 Owner Contact: Robert Rafel MBA, Parks & Facilities Specialist; 262.636.9135, Mobile 262.498.4765 or Robert.Rafel@cityofracine.org
3.4 The Contractor is responsible for knowing and following the criteria outlined in the plans and detailed specifications.
3.5 Contractor shall secure all permits and pay all fees required for the work under this contract.
3.6 Contractor shall take all necessary precautions to protect all existing vegetation. Any trees, shrubs and/or lawn areas that are damaged by the Contractor shall be replaced and/or restored, at contractor’s expense, to the satisfaction of the Owner.
3.7 Contractor shall visit the project site, appraise the existing conditions and determine the requirements under which the work shall be performed.
3.8 Contractor shall notify DIGGER’S HOTLINE prior to any excavation. Contractor shall not proceed until all utilities have been located and marked.
3.9 Contractor shall notify the Parks Department (262) 636-9135 three - (3) working days prior to any excavation in order that all private park utility lines can be located. Contractor shall not proceed until such lines have been located and marked.
3.10 Project must be completed in time span listed on Bidder’s Proposal. Extensions Must be requested in writing 30 days prior to project completion dates. Owner reserves the right to reject extension requests.
DIVISION 2
STANDARDS

1 Work Included
1.2 Provide and install all fence framework, fabric and accessories.
1.3 Excavation for post bases.

2 Related Work
2.2 Any additional brush removal for fence installation.
2.3 Contractor shall remove all spoils from fence installation.

3 Work Not Included
3.2 Concrete Pads & Sidewalks.
3.3 Park Amenities.

4 References
4.2 Chain Link Fence Manufacturers Institute (CLFMI) Standards.

5 Quality Assurance
5.2 Perform Work in accordance with CLFMI — Product Manual, Manufacturer’s Instructions and “Best Industry Standards.”
5.3 F567 - Practice for Installation of Chain-Link Fence.
5.4 F626 - Specification for Fence Fittings.
5.5 F668 - Specification for Poly (Vinyl Chloride) (PVC)-Coated Steel Chain-Link Fence Fabric
5.6 F934 - Specification for Standard Colors for Polymer-Coated Chain Link Fence Materials.

6 Qualifications
6.2 Contractor shall specialize in commercial quality fencing and fence installations for a minimum of three (3) years.

7 Field Measurements
7.2 Verify that field measurements are as instructed by the manufacturer.
7.3 Contractor is responsible for all field measurements.

8 Submittals
8.2 None Required

DIVISION 3
PRODUCTS & INSTALLATION

1 Materials
1.2 Color
1.2.1 Color for all fence material, components and fasteners shall be: Black.
1.2.2 Fence hardware that is normally galvanized, may be painted black 24 hours (minimum) before installation. Paint must be rust preventative paint and shall have same finish as fence fabric.

1.3 Fabric
1.3.1 CL4-GBW — 2” mesh number 9 gauge, GALVANIZED BEFORE WEAVING. Zinc coating to be minimum 1.2 oz. per square foot of wire surface area per ASTM A-392 Class 1. Breaking strength shall be per U.S. Gov’t. Spec. RR-F-191 1A-1290 lbs.
2 Framework

2.2 General — unless otherwise stated in this section, all steel parts shall be galvanized by the hot-dip process in accordance with the relevant and most recent ASTM Specification: Pipe Posts — ASTM F-1083, C-Posts — ASTM F-1023 ALUMINIZED.

2.3 Line Posts - Fabric height up to and including 6 feet.

2.3.1 ‘C’ section weighing 1.60 lbs. /ft. 1-5/8” x 1-7/8.

2.3.2 1.5” O.D., Sch. 40 2.72 lbs. /ft. SS40 2.28 lbs. /ft.

2.4 Terminal Posts — End, corner and pull posts for fence fabrics up to and including 6 feet.

2.4.1 2” O.D. Sch. 40

2.5 Gate Posts — Single or one leaf of double gate

2.5.1 6’0” or less — 2” OD. Sch. 40

2.6 Top Rail, Braces. Tension Wire, Etc.

2.6.1 Top rail: not required for dog park fence

2.6.1.1 #7 tension wire shall be substituted for top rail for dog park fence.

2.6.2 Tension Wire (for fences w/o top rail - #7 (.177”) gauge tension wire having an aluminum coating of .40 oz. per sq. ft.. (ASTM A824) shall be provided along the top (bottom) of the fence. Fabric shall be fastened to the tension wire at intervals of 24” with 12 gauge steel hog rings.

2.6.3 Tension Bars, Bands & Fittings (ASTM F626) — for fence using round pipe posts, fabric shall be attached by means of 7/8” wide bands and tension bar. Fabric shall be attached to line posts by #9 gauge aluminum ties, intervals not to exceed 15”.

2.7 Post Tops — galvanized steel, weather tight closure cap, for posts, one cap for each post. Furnish cap with opening to permit passage of top rail or tension wire.

2.8 Swing Gates — gate frames shall be constructed of 2” O.D. galvanized pipe. Gate frame shall be welded at all corners to form a rigid panel, and filled with fabric to match the fence. The hinges shall allow the gate to swing 180 degrees. The latches for both the double and single gates shall be heavy duty and have a provision for padlocking.

3 Installation

3.2 Fence contractor shall coordinate with concrete contractor to install gate area posts before concrete is poured. Fence and fabric can be installed on remaining fence perimeter. Fabric and gates for entry exit area can be installed 3 days after concrete is poured.

3.3 GENERAL — the chain link fence, gates and accessories shall be installed in strict accordance with plans and specifications in a workmanlike manner. The installers shall be skilled in this type of construction.

3.4 BRACING shall be to “Best Industry Standards.” Bracing shall be included at terminal posts and any change of direction exceeding 15 degrees.

3.5 TERMINAL POSTS to be set in 44” concrete footings having a minimum diameter of 18”. Gate post footing diameter to be a minimum of 3 times the outside diameter of the post size. ‘C’ section may be driven in place of concrete set, to a minimum depth of 4’.

3.6 LINE POSTS shall be evenly spaced no farther apart than 10 feet on centers and may be driven.

3.7 FABRIC shall be connected to line posts every 14”, to top rail or tension wire every 24”, to end; corner and gate posts using flat tension bars connected to the post every 14” with steel bands with bolts and nuts.

3.8 FENCE shall follow the ground. Lines and grades will be established by others.

3.9 ALL material may be subject to site testing for compliance to the above specifications with standard tolerances to apply.
4 Quality Assurance and Standards
4.2 The Contractor shall employ adequate numbers of experienced, skilled tradesmen for the work, who are familiar with all the methods, materials, requirements and their standards needed for the proper performance of the work specified and in accordance with best industry standards.

5 Hardware Installation
5.2 Install hardware in accordance with the manufacturer’s printed instructions and ANSI standards using proper templates.

DIVISION 4
FINAL INSPECTION AND CLEANUP

1 General
1.2 Any existing equipment or structure, damaged during the course of execution of any phase of this contract, shall be repaired by the Contractor at the Contractor’s expense. This includes any replacements needed, as determined by the Parks Department to restore damaged equipment or structure(s).
1.3 All refuse associated with any phase of this contract shall be immediately cleaned up and removed by the Contractor.
1.4 Contractor shall not use Owner’s waste facilities.

DIVISION 5
TIME LIMIT

1 General
THIS PROJECT SHALL BE COMPLETED BETWEEN JUNE 01 & JUNE 21, 2019.

DIVISION 6
GUARANTEE

1 General
Contractor shall agree and guarantee that the materials, equipment and workmanship supplied be the contractor, shall be free from all defects and strictly in accordance with the specifications at the time of its completion and acceptance by the City of Racine and for a period of one (1) year, thereafter; and in case of any cracks, leaks or settlement or any other defects as to materials, equipment or workmanship existing or appearing in any part of the work constructed by contractor within one (1) year thereafter, the Contractor agrees to forthwith repair the same upon notification by the City using the same materials required by this specification and in case the Contractor shall fail to make such repairs; the Contractor further agrees and guarantees to pay for all labor and material used in or about the construction of said work in this contract which may become a lien or a claim against the City. Such agreement and guarantee shall be made a part of the contract and the fulfillment thereof shall be secured by the bond of the Contractor.

DIVISION 7
INSURANCE & INDEMNIFICATION

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 SPECIFICATIONS - SCHEDULE “A” FOLLOWS

Schedule of Drawings:
Schedule “A” – Page 1 of 4 – N. Owen Davies Dog Park – Site Plan & Notes
Schedule “A” – Page 2 of 4 – Small & Large Breed Dog Exercise Area & Notes
Schedule “A” – Page 3 of 4 – Proposed Gate – Entry/Exits
Schedule “A” – Page 4 of 4 – Typical 5 Foot High Fence Details & Sections
Project Area

1.2.1.1 Provide and install 7788' Lineal Feet 60" High, Black Vinyl Coated Chainlink Fence at N. Owen Davies Park.
1.2.1.2 Install four (4) entry & four (4) exit fences with lockable 48" gates.
1.2.1.3 Install two (2) 6' service gates.
1.2.1.4 Fence contractor shall coordinate with cement contractor to install entry area posts before concrete is poured. (See Division 3, Para 3.2)
Work Included
1. Provide and install all fence framework, fabric and accessories.
2. Excavation for post bases.

Related Work
1. Any additional brush removal for fence installation.
2. Contractor shall remove all spoils from fence installation.

Work Not Included
1. Concrete Pads & Sidewalks.
2. Park Amenities.
Entry / Exit Fence - View to West

1. **Dog Exercise Area - Fence**  
   - 778 LF - Black Chainlink Fence  
   - 5' High Fence  
   - 8 Gates - 48"  
   - 2 Gates - 72"

Notes:
1. Fence contractor shall coordinate with concrete contractor to set entry area posts.
2. All park amenities by Others.
NOTE: ALL FENCE FABRIC, POLES, RAILS FASTENERS, LATCH ASSEMBLIES AND CAPS SHALL BE BLACK.

**Detail Notes:**

1. 2” Nominal Schedule 40 Galvanized Round End Post, Set in 18” Diameter by 48” Deep Concrete Base - Typical
2. 2” Nominal Schedule 40 Galvanized Pipe, Line Post Placed Every 50 feet Maximum. Set in 18” Diameter by 48” Concrete Base - Typical
3. 1.5” Nominal Schedule 40 Galvanized, Round or Square, Driven Line Post - 48” Deep, to be placed Maximum of 10 feet apart, between 2” posts - Typical
4. #7 Tension Wire to be installed along top bottom of fence. Typical
5. #9 Gauge - Full Height Galvanized Chainlink Fabric
6. Use #9 Gauge Aluminum Fabric Ties
7. Cap End of Pipe - Typical
8. Loop Cap Top of Line Post - Typical
9. Cover with 4” of Clean Topsoil to Match Grade
10. Concrete Pole Bases - 18” Dia. X 48” Deep (46” of Conc.) - Typical

**Typical 5’ High by 48” or 72” Long Gate Section**

**Typical 5’ High by 50’ Long Fence Section**
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 #10-2019” 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: ________________________
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________________