

Contract Routing Form

ROUTING: Routine

printed on: 08/10/2015

Contract between: Madison Commercial Landscapes
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Owl Creek Park Improvements- Phase 2

Contract No.: 7526
Enactment No.: RES-15,00661
Dollar Amount: 69,766.82

File No.: 39345
Enactment Date: 08/05/2015

Contract Approved & Posted in Munis
KLSV

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8-10-15	8-10-2015
Director of Civil Rights	8/10/15	8/14/15
Risk Manager	8-14-15	8/14/15
Finance Director	8-14-15	8-17-15
City Attorney 1023	8-17-15	8-18-15
Mayor	8-19-15	8-20-15

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

Original + 2 Copies

08/10/2015 08:32:28 enknb - MAGLIO THOMAS J -266-6518

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: see above
AA Plan: exempt
Amendment / Addendum #
Type: POS / Dirp / Sbdv / Gov't /
Grant / RW / Goal / Loan / Agrmt

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File #: 39345 **Version:** 1 **Name:** Awarding Public Works Contract No. 7526, Owl Creek Park Improvements - Phase 2.
Type: Resolution **Status:** Passed
File created: 7/16/2015 **In control:** [BOARD OF PUBLIC WORKS](#)
On agenda: 8/4/2015 **Final action:** 8/4/2015
Enactment date: 8/5/2015 **Enactment #:** RES-15-00661
Title: Awarding Public Works Contract No. [7526](#), Owl Creek Park Improvements - Phase 2.
Sponsors: [BOARD OF PUBLIC WORKS](#)
Attachments: 1. [Contract 7526.pdf](#)

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

3 records		Group	Export			
Date	Ver.	Action By	Action	Result	Action Details	Watch
8/4/2015	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass	Action details	Not available
7/22/2015	1	BOARD OF PUBLIC WORKS			Not available	Not available
7/16/2015	1	Engineering Division	Refer		Action details	Not available

*KLSV
SDR*

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7526
OWL CREEK PARK IMPROVEMENTS – PHASE 2

MADISON COMMERCIAL LANDSCAPES

\$69,766.82

Acct. No. 10486-51-130:54250(65038)	\$35,810.82
Contingency 8%±	<u>2,869.18</u>
Sub Total	\$38,680.00
Acct. No. 10486-51-160:54250(91235)	\$19,907.00
Contingency 8%±	<u>1,593.00</u>
Sub Total	\$21,500.00
Acct. No. 10486-51-160:54250(91226)	\$14,049.00
Contingency 8%±	<u>1,131.00</u>
Sub Total	\$15,180.00
GRAND TOTAL	<u>\$75,360.00</u>

**Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search**

Friday, July 17, 2015

pg 4

WIANECKI, PATRICIA K
REESEVILLE WI

License Status: Active
License No: 2339271
NPN No: 6512852
Effective Date: 02-23-1995
Expiration Date: 01-31-2017
License Type: Resident Intermediary Indv

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Casualty	Resident	03-09-1995	Active
Property	Resident	03-09-1995	Active
Accident & Health	Resident	02-23-1995	Active
Life	Resident	02-23-1995	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
21st Century National Insurance Company	CAS/Inactive	03-28-2006	08-02-2010	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-28-2006	08-02-2010	Vol. Surrender per Agent Rqst
ACUITY, A Mutual Insurance Company	AH/Inactive	10-15-1999	04-16-2002	Canceled
	CAS/Active	10-15-1999		
	PROP/Active	10-15-1999		
Allstate Northbrook Indemnity Company	CAS/Inactive	07-01-2002	06-18-2003	Inadequate Production
	PROP/Inactive	07-01-2002	06-18-2003	Inadequate Production
Allstate Vehicle and Property Insurance Company	CAS/Inactive	07-01-2002	07-24-2008	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-01-2002	07-24-2008	Vol. Surrender per Agent Rqst
American Casualty Company of Reading, Pennsylvania	AH/Inactive	02-23-1999	03-30-2001	Vol. Surrender per Agent Rqst
	CAS/Inactive	02-23-1999	03-30-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-23-1999	03-30-2001	Vol. Surrender per Agent Rqst
Artisan and Truckers Casualty Company	CAS/Active	01-15-2008		
	PROP/Active	01-15-2008		
Auto-Owners	CAS/Active	04-11-2008		

Insurance Company	PROP/Active	04-11-2008		
Auto-Owners Life Insurance Company	AH/Active	04-11-2008		
	LI/Active	04-11-2008		
Bristol West Insurance Company	CAS/Active	09-11-2009		
	PROP/Active	09-11-2009		
Capitol Indemnity Corporation	AH/Inactive	10-01-1997	10-23-2006	Canceled
	CAS/Inactive	10-01-1997	10-23-2006	Canceled
	PROP/Inactive	10-01-1997	10-23-2006	Canceled
Continental Casualty Company	AH/Inactive	02-23-1999	03-30-2001	Vol. Surrender per Agent Rqst
	CAS/Inactive	02-23-1999	03-30-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-23-1999	03-30-2001	Vol. Surrender per Agent Rqst
Contractors Bonding and Insurance Company	CAS/Active	03-05-2014		
	PROP/Active	03-05-2014		
Dairyland Insurance Company	CAS/Active	08-19-2014		
	PROP/Active	08-19-2014		
Economy Premier Assurance Company	CAS/Inactive	07-23-2002	07-09-2013	Canceled
	PROP/Inactive	07-23-2002	07-09-2013	Canceled
Foremost Insurance Company Grand Rapids, Michigan	CAS/Active	11-05-2001		
	PROP/Active	11-05-2001		
General Casualty Company of Wisconsin	AH/Inactive	06-02-2000	12-03-2008	Canceled
	CAS/Active	06-02-2000		
	PROP/Active	06-02-2000		
Guaranty National Insurance Company	CAS/Inactive	10-30-2002	02-13-2006	Inadequate Production
	PROP/Inactive	10-30-2002	02-13-2006	Inadequate Production
Homesite Insurance Company	CAS/Inactive	09-02-2008	12-30-2010	Canceled
	PROP/Inactive	09-02-2008	12-30-2010	Canceled
Metropolitan Casualty Insurance Company	CAS/Inactive	07-23-2002	12-07-2012	Canceled
	PROP/Inactive	07-23-2002	12-07-2012	Canceled
Metropolitan General Insurance Company	CAS/Inactive	07-23-2002	12-07-2012	Canceled
	PROP/Inactive	07-23-2002	12-07-2012	Canceled
Metropolitan Property and Casualty Insurance Company	CAS/Inactive	07-23-2002	07-09-2013	Canceled
	PROP/Inactive	07-23-2002	07-09-2013	Canceled

Middleton Insurance Company	CAS/Inactive	01-27-2003	06-26-2007	Canceled
	PROP/Inactive	01-27-2003	06-26-2007	Canceled
National Fire Insurance Company of Hartford	AH/Inactive	02-23-1999	03-30-2001	Vol. Surrender per Agent Rqst
	CAS/Inactive	02-23-1999	03-30-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-23-1999	03-30-2001	Vol. Surrender per Agent Rqst
Old Republic Insurance Company	AH/Inactive	10-08-1997	01-21-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	10-08-1997	01-21-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-08-1997	01-21-2000	Vol. Surrender per Agent Rqst
Old Republic Surety Company	CAS/Inactive	10-08-1997	01-12-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-08-1997	01-12-2000	Vol. Surrender per Agent Rqst
Owners Insurance Company	CAS/Active	04-11-2008		
	PROP/Active	04-11-2008		
Pacific Star Insurance Company	AH/Inactive	10-15-1999	01-26-2001	Vol. Surrender per Agent Rqst
	CAS/Inactive	10-15-1999	01-26-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-15-1999	01-26-2001	Vol. Surrender per Agent Rqst
Progressive Casualty Insurance Company	CAS/Inactive	06-02-2008	01-06-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-02-2008	01-06-2009	Vol. Surrender per Agent Rqst
Progressive Classic Insurance Company	CAS/Active	04-27-2004		
	PROP/Active	04-27-2004		
Progressive Northern Insurance Company	CAS/Active	12-19-2002		
	PROP/Active	12-19-2002		
Regent Insurance Company	AH/Inactive	06-02-2000	12-03-2008	Canceled
	CAS/Active	06-02-2000		
	PROP/Active	06-02-2000		
RLI Insurance Company	AH/Inactive	10-06-1997	11-30-1999	Vol. Surrender per Agent Rqst
	CAS/Active	01-03-2006		
	CAS/Inactive	10-06-1997	11-30-1999	Vol. Surrender per Agent Rqst
	PROP/Active	01-03-2006		

	PROP/Inactive	10-06-1997	11-30-1999	Vol. Surrender per Agent Rqst
SECURA INSURANCE, A Mutual Company	AH/Inactive	08-27-1999	07-16-2003	Canceled
	CAS/Inactive	08-27-1999	07-16-2003	Canceled
	PROP/Inactive	08-27-1999	07-16-2003	Canceled
SECURA Supreme Insurance Company	AH/Inactive	09-30-1999	07-16-2003	Canceled
	CAS/Inactive	09-30-1999	07-16-2003	Canceled
	PROP/Inactive	09-30-1999	07-16-2003	Canceled
Sentry Insurance a Mutual Company	CAS/Active	09-15-2012		
	PROP/Active	09-15-2012		
Viking Insurance Company of Wisconsin	CAS/Active	11-01-2007		
	CAS/Inactive	10-30-2002	02-13-2006	Inadequate Production
	PROP/Active	11-01-2007		
	PROP/Inactive	10-30-2002	02-13-2006	Inadequate Production
Western Surety Company	CAS/Active	02-18-2004		
	CAS/Inactive	09-26-2000	09-12-2001	Vol. Surrender per Agent Rqst
	CAS/Inactive	10-09-1997	06-06-2000	Vol. Surrender per Agent Rqst
Wisconsin Mutual Insurance Company	CAS/Active	03-14-2008		
	PROP/Active	03-14-2008		

DISCLAIMER: The Office of the Commissioner of Insurance does not endorse any specific agent or insurance agency. You are encouraged to contact the Agent Licensing Section at if you have any concerns with any of the agents or agencies listed.

\$69,766.82
FILE

BID OF MICHAEL J. AMBLE dba MADISON COMMERCIAL LANDSCAPES

2015

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

OWL CREEK PARK IMPROVEMENTS – PHASE 2

CONTRACT NO. 7526

MUNIS NO. 10486-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON AUGUST 4, 2015

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

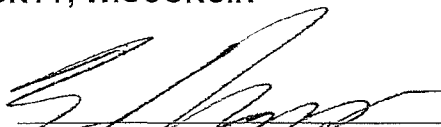
**OWL CREEK PARK DEVELOPMENT - PHASE 2
CONTRACT NO. 7526**

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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp - Superintendent of Parks

EAK: tjm

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:	OWL CREEK PARK IMPROVEMENTS- PHASE 2
CONTRACT NO.:	7526
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	07/03/15
BID SUBMISSION (1:00 P.M.)	07/10/15
BID OPEN (1:30 P.M.)	07/10/15
PUBLISHED IN WSJ	06/19/15 & 06/26/15 & 07/03/15

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2015 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

Prevailing Wage Rates may be required and are attached in Section J of the contract. See Special Provisions to determine applicability.

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

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

OWL CREEK PARK IMPROVEMENTS - PHASE 2 CONTRACT NO. 7526

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 102.1: PREQUALIFICATION OF BIDDERS

The bidder for this contract must be pre-qualified in at least one of several different categories due to the nature of work involved with this contract. If the General Contractor is prequalified in a category other than Playground Installer (#262 under Street, Utility and Site Construction), their sub contractor must be prequalified as a Playground Installer. Work to be performed by prequalified category #262 Playground Installer, shall include (but not be limited to) BID ITEM 90003 – PLAYGROUND EQUIPMENT INSTALLATION. General Contractors who are not prequalified as a Playground Installer under prequalification category #262 must submit proof that their sub contractor is prequalified under category #262 within 2 business days of submitting their bid.

SECTION 102.10: PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are required, the wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

- Building or Heavy Construction
- Sewer, Water, or Tunnel Construction
- Local Street or Miscellaneous Paving Construction
- Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$55,500 for a single trade contract; or equal to or greater than \$271,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104: SCOPE OF WORK

The Madison Parks Division is building Owl Creek Park in 2 phases. Phase 1 was started mid July and consisted of the rough and fine grading of the park along with the installation of gravel base for the asphalt path and basketball court. This work was being done by the Construction Section of the City of Madison Parks Division.

Phase 2 (this contract), consists of the installation of the new park facilities. Improvements installed as a part of phase 2 include the play equipment, the asphalt basketball court surface, the basketball pole, backboard, rim and net and the asphalt surface for the path connecting these facilities, along with restoration landscaping around all the park facilities installed as a part of phase 2.

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

The Contractor is responsible for the layout of the playground under drain system per Bid Item 20130. The City of Madison shall be responsible for setting all other lines and/or grades required to complete the work for this contract. Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at 266-6674.

SECTION 105.12: COOPERATION OF THE CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, **INCLUDE THE PARK NAME** at the beginning of the Marking Instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608)266-6674 / fax (608)267-1162).

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

The Contractor shall attend a pre-construction meeting prior to the start of construction.

There are a lot of children in the vicinity of this public park. The Contractor shall make sure the construction fence is in working condition and all excavations are filled in each night before leaving.

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.

The Contractor shall take care when accessing each park site not to damage the existing utilities, concrete curb, sidewalk, asphalt pavement or other park facilities. Any damage shall be repaired by the Contractor per City of Madison Standard Specifications for Public Works Construction and considered incidental this contract.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. The Contractor shall work with the existing utilities to resolve conflicts during the construction process.

SECTION 107.2: PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not grade, excavate, store equipment or materials or otherwise disturb any areas outside the project limits as shown on the plans, without permission of the Engineer.

SECTION 108.2: PERMITS

The following permits have been applied for by the City of Madison for phase 1 of this project:

1. City of Madison Erosion Control Permit (EC Permit) - received
2. WI-DNR WRAPP (formerly Notice of Intent -NOI) – for construction site erosion control - received.

The erosion control bmp's were installed as a part of the phase 1 grading of Owl Creek Park. The Contractor shall continue to meet the conditions of the permits by maintaining the erosion control bmp's during phase 2 and must keep a copy of the permits on site at all times throughout construction. Copies of the permits will be given out at the Pre-construction meeting. This work will be paid for as a part of Bid Item # 10911 Mobilization.

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

SECTION 109.2: PROSECUTION OF THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement.

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. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Engineer in writing.

SECTION 109.7: TIME OF COMPLETION

Work on this contract shall start on or around September 7, 2015 and will be completed by November 20, 2015.

BID ITEM # 10911: MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization to the site by the Contractor.

Parking of equipment, storage of materials, and staging areas will be discussed at the pre-construction meeting.

The Contractor may only enter the construction site through an area bordered by construction fencing as shown on the plans. **THE CONTRACTOR MAY NOT DRIVE OR STORE EQUIPMENT ON ANY PORTION OF THE PARK OUTSIDE THE CONSTRUCTION LIMITS UNLESS INDICATED OTHERWISE ON PLANS OR DIRECTED IN THE FIELD.**

All materials purchased by the City of Madison shall be ordered for delivery to pre-determined receiving locations as described in the individual bid item descriptions. The Contractor shall provide equipment and labor for receiving, trucking and off-loading as needed.

Contractor is responsible for securing all deliveries and insuring the completeness of the order prior to installation.

The Contractor is responsible for restoration of any damage to the site due to construction access.

The erosion control bmp's were installed as a part of the phase 1 grading of Owl Creek Park. The Contractor shall maintain the erosion control bmp's during phase 2. This work will be paid for as a part of Bid Item # 10911 Mobilization.

METHOD OF MEASUREMENT

Mobilization shall be paid as a lump sum for mobilization related to each project site.

BASIS OF PAYMENT

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

BID ITEM # 20101: EXCAVATION CUT

DESCRIPTION

For this contract, Excavation Cut is defined as the removal of 12" of topsoil and subsoil under the proposed benches, play area and the removal of the existing (2) construction entrances. All excavated material is to be disposed of offsite, in a location to be determined and provided by the contractor, at no extra charge to the City.

METHOD OF MEASUREMENT

Excavation Cut is measured by the cubic yard as described above.

BASIS OF PAYMENT

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

BID ITEM 20130: UNDERDRAIN

DESCRIPTION

This work shall include all labor, equipment, materials, and incidentals required to install and connect four-inch perforated pipe under drain, wrapped, including open graded base course and filter fabric sock and connection to the 12" storm sewer as shown on the plans, per Detail 2 on sheet 1.4 and/or as directed by the Engineer.

Drain pipe shall pitch at a minimum 0.5% slope in a bed of open graded base course to cover and envelope the pipe a minimum of 3" around. Drain pipe shall be located as shown on the plan and approved by the Engineer before backfilling. Installation of the stone, filter fabric sock, perforated pipe, excavation cut and connection to the type H inlet is incidental to this bid item.

When installing the under drain system the Contractor shall maintain a 24" minimum clearance from playground equipment footings.

The Contractor shall be responsible for staking horizontal and vertical alignment of drain tile. The Contractor shall contact City of Madison Parks Surveyor, Dan Rodman at 209-7012 at least 48 hours prior to field check under drain elevations prior to backfilling.

METHOD OF MEASUREMENT

Underdrain shall be measured by the linear foot quantity determined in the field.

BASIS OF PAYMENT

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

BID ITEM # 20140: GEOTEXTILE FABRIC TYPE SAS NON WOVEN

DESCRIPTION

Work under this bid item shall include all necessary work, labor and incidentals required to install Type SAS Non Woven Geotextile Fabric between the proposed subgrade/under drain and the playground surfacing (installed by others), per Detail 2 on sheet 1.4.

Geotextile fabric shall have a minimum 4 oz/sy fabric strength.

Overlap and staple pattern shall be in accordance with the manufacturer's recommendations, or as modified or approved in the field to accommodate the underlying play equipment. The Contractor shall provide to the City the manufacturer's recommended staple pattern.

METHOD OF MEASUREMENT

Geotextile Fabric Type SAS Non Woven shall be measured by the square yard quantity as listed in the proposal page without measurement thereof, not including run out in anchor trenches or overlap.

BASIS OF PAYMENT

Geotextile Fabric Type SAS Non Woven shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM # 20701: TERRACE SEEDING

DESCRIPTION

Work under this item shall include fine grading and seeding of the edges of the path, the basketball court, the play equipment and the construction entrances as shown on the plans. The seed mixture shall be Sun Terrace Mix, installed per the City of Madison Standard Specifications for Public Works Construction.

Contractor to note - the Parks Division is to be called to inspect and approve the finish grade prior to seeding and matting. The Contractor will be paid for as-built quantities measured in place.

Contractor is responsible for obtaining seed bed germination per Article 207 of the City of Madison Standard Specifications for Public Works Construction, regardless of site conditions.

METHOD OF MEASUREMENT

Terrace Seeding shall be measured by the square yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM # 21013: STREET SWEEPING

DESCRIPTION

Work under this item shall include the street sweeping of the entrance and along Snowy Owl Lane and Great Gray Drive for the duration of the project. Street sweeping shall be completed as directed by the Engineer and shall remove all loose material to the satisfaction of the Engineer.

METHOD OF MEASUREMENT

Street Sweeping, shall be measured by lump sum for the duration of the project.

BASIS OF PAYMENT

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

BID ITEM # 21062: EROSION MATTING, CLASS 1 URBAN TYPE A

DESCRIPTION

Work under this bid item shall include installation of Erosion Matting, Class I Urban Type A - Organic on all seeded areas of the project.

Work under this bid item shall be as set forth in the latest edition of the City of Madison Standard Specifications for Public Works Contracts, except the Contractor shall note that special care with anchorage devices shall be required so as to not injure users of the park. Anchorage devices for the mat are required to be a product identified on the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL) under the category of "Anchoring Devices for Class I, Urban Erosion Mat.

Anchorage devices shall be completely biodegradable, and photobiodegradable or metal anchorage devices shall not be allowed. Materials deemed to present a hazard from splintering or spearing shall not be approved, including solid wood devices.

Photobiodegradable matting is not allowed.

Erosion Matting, Class I Urban Type A – Organic installed correctly with correct anchorage, staple pattern, and overlap shall be paid at the contract price. To verify the staple pattern, the Contractor shall provide to the City a Manufacturer's recommended staple pattern for the type of matting installed.

Trimming of the Erosion Matting, Class I Urban Type A – Organic required to accommodate existing tree locations shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Erosion Matting, Class I Urban Type A – Organic shall be measured by the square yard.

BASIS OF PAYMENT

Erosion Matting, Class I Urban Type A shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM # 30301: 5 INCH CONCRETE SIDEWALK

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install new 5" thick 5' x 8' concrete pads, including the installation of 6" of gravel base, for 3 benches where shown on the plans. The City of Madison Water Utility will be pouring the concrete base for the drinking fountain. The quantity of gravel base required for each concrete pad is included in Bid Item # 40102 Crushed Aggregate Base Course Gradation #2.

METHOD OF MEASUREMENT

5 Inch Concrete Sidewalk shall be measured by the square foot.

BASIS OF PAYMENT

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

BID ITEM # 40102: CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2

DESCRIPTION

Work under this bid item shall include all work, materials, labor and incidentals necessary for the Contractor to install 6" inches of Crushed Aggregate Base Course Gradation No. 2 under the concrete bench pads where shown on the plans. The gravel base for the drinking fountain was installed as a part of phase 1. All aggregate base course shall extend 6 inches beyond the proposed concrete edge.

The existing gravel bases for the path and basketball court were installed by the Construction Section of the Parks Division as a part of phase 1. The General Contractor will be required to call the project manager (Kate Kane @ 261-9671), a minimum of 5 days prior to paving the basketball court and the path to give the Parks Division time to check the gravel base and touch up if necessary.

Final rolling of the existing gravel base course for the basketball court and path prior to paving, and test rolling for undercut, is to be included in the price per ton for Bid Item # 40201 3" of HMA Pavement Type E-0.3 .

METHOD OF MEASUREMENT

Crushed Aggregate Base Course Gradation No. 2 shall be measured by the ton as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Crushed Aggregate Base Course Gradation No. 2 shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

ARTICLE 402: ASPHALT CONSTRUCTION (Bid Item # 40201)

The existing gravel bases for the path and basketball court were installed by the Construction Section of the Parks Division as a part of phase 1. The General Contractor will be required to call the project manager (Kate Kane @ 261-9671), a minimum of 5 days prior to paving the basketball court and the path to give the Parks Division time to check the gravel base to see if any touch up if necessary.

Asphalt Path and Basketball Court:

All asphalt construction shall be according to the City of Madison Standard Specifications for Public Works Construction Section 402.

The asphalt path and basketball court are to be paved as a part of Bid Item #40201 HMA Pavement Type E-0.3 measured per ton - 3" total thickness of 12.5 mm mix to be placed in one lift.

There will be a minor amount of hand rolling/raking required to create a rolled edge at the play equipment end of the path (see Detail 3 on sheet 1.4). The cost of all prep work is to be included in the per ton price for Bid Item # 40201 HMA Pavement Type E-0.3.

Final rolling prior to paving and test rolling for undercut is to be included in the price per ton for this bid item.

BID ITEM # 40321: UNDERCUT

DESCRIPTION

Work under this item shall include all equipment, labor and incidentals necessary to undercut areas of the path or basketball court, if needed, according to Section 403.4 of the Standard Specifications for Public Works Construction. The square yardage shown in the proposal page is an estimate only. **If no undercut is required this bid item will not be paid.**

The filling of undercut areas with 3" clear stone as described in Section 403.4 of the Standard Specifications for Public Works Construction, will be paid for under Bid Item # 20217 - 3" Clear Stone.

METHOD OF MEASUREMENT

Undercut shall be measured per square yard.

BASIS OF PAYMENT

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

BID ITEM # 90000: CONSTRUCTION FENCING

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fencing on the project site. The Contractor shall place fencing in the approximate lengths and location shown on the plans. The exact placement of the fence for each site will be determined at the pre-construction meeting. This fence shall be highly visible (orange or yellow), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. See site plan for each project for approximate location. The Contractor is to make sure at the end of each work day the construction fence is in working order and the gates are closed. Estimated location and linear footage is as shown on the plans and listed on the proposal page.

METHOD OF MEASUREMENT

Construction Fencing shall be measured by the linear foot.

BASIS OF PAYMENT

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

BID ITEM # 90001: INSTALL NEW BASKETBALL POLE, BACKBOARD, RIM AND NET

DESCRIPTION

The work to be done under this contract consists of furnishing all labor, equipment, and materials necessary to install 2 basketball poles, backboards, rims and nets, at Owl Creek Park, in accordance with the manufacturers specifications and these drawings (see Detail 1 on sheet 1.4 and Detail A). Layout of the pole is to be done by the Contractor and approved by the Parks Division prior to installation. The basketball poles will not be installed until after the asphalt is in place. Any questions regarding installation should be directed to Thomas Maglio, City of Madison Parks Division, (608) 266-6518.

The pole, backboard, rim and net will be purchased by the City Parks Division under separate contract and stored at:

Goodman Field Parks Maintenance Facility
1402 Wingra Creek Parkway, Madison, WI 53715.

The Contractor will be responsible for picking up the pole, backboard, rim and net and delivering them to the job site. The service yard hours are 7:00 a.m. to 3:00 p.m. Contact Tom Maglio at (608) 266-6518 to coordinate pick-up.

METHOD OF MEASUREMENT

Method of measurement for the work described above will be per complete unit which includes the following:

- Pick up at Goodman Maintenance Facility and deliver to the work site
- Installation of the pole, backboard, rim and net according to manufacturers specifications

BASIS OF PAYMENT

Installation of new basketball pole, backboard, rim and nets are to be paid for per unit for the completed work as described above.

BID ITEM # 90002: REMOVE/RELOCATE EXISTING PLAY STRUCTURE

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to remove and relocate the existing play structure located at the end of Horned Owl Court to the new playground area along Great Gray Drive where shown on the plans. Included in the cost of this bid item will be:

- Disassembly of the structure
- Excavation to footing depth
- Careful removal of the existing concrete footings from each post
- Transportation of the disassembled structure to the new site
- Assembly of the structure at the new play site per manufacturers specifications

Contractor will not be permitted to move the play structure without disassembly to avoid damage.

Any/all double handling is included in this bid item.

The concrete required for the new footings shall be incidental to this bid item.

Contractor to note all excavated areas shall be filled at the end of each work day. No excavated areas shall be "open" during non work hours.

METHOD OF MEASUREMENT

Remove/Relocate Existing Play Structure shall be measured per lump sum.

BASIS OF PAYMENT

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

BID ITEM # 90003: PLAYGROUND EQUIPMENT INSTALLATION

DESCRIPTION

Play equipment shall be purchased by the City of Madison and ordered for delivery from the play equipment vendor to be delivered to the Contractor's pre-determined receiving location. The Contractor shall provide equipment and labor for off-loading, loading, and trucking as needed. Contractor is responsible for storing all equipment, securing all deliveries and insuring the completeness of the playground equipment order prior to installation. Original packing slips from each shipment shall be provided to the Engineer.

The Contractor shall contact Engineer within three (3) working days of receipt of the playground equipment to confirm equipment matches what was specified.

The Contractor shall contact the City of Madison Playground Construction Inspector both prior to installation to coordinate exact date for playground installation and after installation is complete to verify correct layout.

All installation of equipment shall adhere and conform to the installation specifications as provided by the playground manufacturer, and shall be further inspected by the City of Madison Playground Construction Inspector and manufacturer following installation. The Contractor is required to make any necessary adjustments to the play equipment installation determined by the City of Madison Playground Construction Inspector to rectify incorrect installation. Actual layout of play system and components to be installed shall comply with that shown in the plans and be confirmed in the field the City of Madison Playground Construction Inspector (225-0810) and Dan Rodman (209-7012), the City of Madison Parks Surveyor. Please allow 48 hours to schedule.

The playground shall be installed to the correct elevations as specified by the playground manufacturer and installation specifications to meet required elevations based on the finished playground surfacing elevations as shown on the plans.

See Appendix 1 for the Manufacturers' Playground Equipment Installation Instructions for each equipment piece.

The Contractor shall contact the City of Madison Parks Surveyor throughout installation to verify that playground equipment is installed at the correct horizontal layout and vertical elevations with respect to the proposed playground surfacing elevation identified on the plans.

METHOD OF MEASUREMENT

Playground Equipment Installation shall be measured by lump sum for the completed work as described above.

BASIS OF PAYMENT

Playground Equipment Installation shall be measured as described above and shall be paid at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Playground equipment concrete footing installation, materials and excavation are incidental to this bid item.

BID ITEM # 90004: PLAYGROUND BORDER TIMBERS

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install playground border timbers at the project site as shown on the plans and according to Detail 2 on sheet 1.4.

Playground border timbers will be purchased by the City of Madison under separate contract and stored at:

Goodman Field Parks Maintenance Facility
1402 Wingra Creek Parkway, Madison, WI 53715.

The Contractor will be responsible for providing equipment and labor for any loading, trucking and off-loading required to get the timbers from Goodman to the job site. The service yard hours are 7:00 a.m. to 3:00 p.m. Contact Kate Kane at (608) 261-9671 to coordinate pick-up.

All installation of equipment shall adhere and conform to the installation specifications as provided by the playground timber manufacturer, and shall be further inspected by the Playground Construction Inspector following installation. Actual layout of playground timbers shall comply with the dimensions shown on the plans and be confirmed in the field by the Playground Construction Inspector. The playground timbers shall be installed at the correct elevations as specified on the plans. The Contractor shall field confirm playground timber placement does not encroach upon the play equipment fall zones as shown in the attached plans.

The Contractor shall contact the Parks Surveyor throughout installation to verify that playground timbers are installed at the correct horizontal and vertical location.

METHOD OF MEASUREMENT

Playground Border Timbers shall be measured per each playground timber as described above.

BASIS OF PAYMENT

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

BID ITEM # 90005: PLAYGROUND SURFACING - RUBBER MULCH

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to receive, store, transport and distribute rubber mulch playground surfacing according to these specifications and Detail 2 on sheet 1.4.

All playground surfacing rubber mulch shall be purchased by the City of Madison and delivered to one of two Madison locations. The rubber mulch shall be available at the City of Madison Goodman Maintenance Facility, 1402 Wingra Creek Parkway, or the Forest Hill Cemetery, 1

Speedway Road, depending upon available storage area. These facilities are open 7:30 am to 2:00 pm for Contractor pickup. The Contractor shall provide equipment and labor for loading, trucking and off-loading as needed. Contractor is responsible for securing all deliveries and insuring the completeness of the playground surfacing rubber mulch order prior to installation.

The playground surfacing shall be installed to the finished elevations as indicated on the plans. Minimum installed depth of rubber mulch is nine (9) inches. Double handling, stockpiling and placing rubber mulch is included in this bid item.

METHOD OF MEASUREMENT

Playground Surfacing Rubber Mulch shall be measured by the cubic yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BASIS OF PAYMENT

Construction Ornamental Metal Fence Gates shall be paid for as described above and shall be full compensation for furnishing and installing all materials including concrete footings, hardware, and for all labor, equipment, tools and incidentals necessary to complete this item of work.

BID ITEM # 90006 BENCH INSTALLATION

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to assemble and install 3 KayPark (Part # 6BARP) benches, surface mounted at locations shown on the plans, on concrete pads installed as a part of Bid Item #30301. All handling and installation shall be according to manufacturer's specifications. The complete installation specifications are included in the shipment of equipment from the vendor and can also be found on line.

The benches will be purchased by the City Parks Division under separate contract and stored at:

Goodman Field Parks Maintenance Facility
1402 Wingra Creek Parkway, Madison, WI 53715.

The Contractor will be responsible for picking up the benches and delivering them to the job site. The service yard hours are 7:00 a.m. to 3:00 p.m. Contact Kate Kane at (608) 261-9671 to coordinate pick-up.

METHOD OF MEASUREMENT

Bench Installation shall be measured per each individual installed bench.

BASIS OF PAYMENT

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

BID ITEM # 90007: EXTRA TOPSOIL

DESCRIPTION

Work under this item shall include all materials, labor, and incidentals required to truck in extra topsoil needed to feather path and basketball court edges from new asphalt edges to adjacent existing ground. The cubic yard price listed for this bid item is for the purchase, delivery, dumping and rough grading. Fine grading of the topsoil will be paid for as a part of the Terrace Seeding bid item for each project. The quantity listed in the proposal page was calculated using 3" of topsoil. Actual restoration at the edges of the facilities is figured to be 3" at the edge of asphalt, feathering down to 0" at 6' (bucket width), off the path on all sides of each project. There is also an extra 36 CY – included in the quantity - needed to fill the restoration area at the construction entrances.

METHOD OF MEASUREMENT

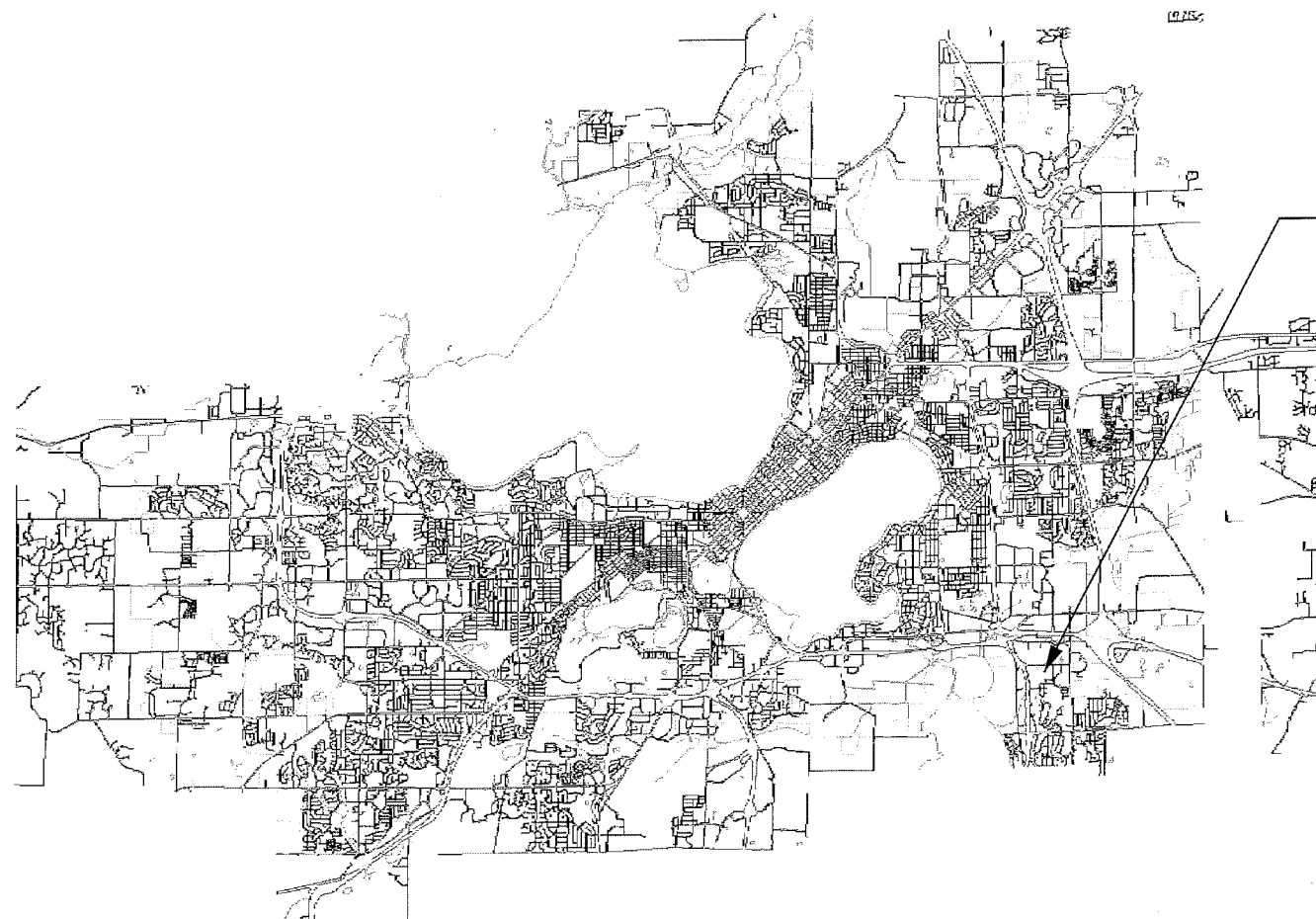
Extra Topsoil shall be measured by the cubic yard.

BASIS OF PAYMENT

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

END OF SPECIAL PROVISIONS

OWL CREEK PARK DEVELOPMENT - PHASE 2
CONTRACT 7526



OWL CREEK PARK
23 HORNED OWL DRIVE
MADISON, WI 53718

City of Madison
Department of Public Works
PARKS DIVISION
City-County Building, Suite 104
210 Martin Luther King, Jr. Blvd.
PO Box 2987
Madison, WI 53701-2987

play
**MADISON
PARKS**



PROJECT:
*OWL CREEK
PARK
DEVELOPMENT
PHASE 2*

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

ITEM	DATE
Drawn by: KK	06-03-2015

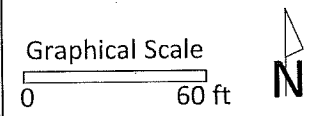
PUBLIC WORKS PROJECT #:
7526

SHEET TITLE:

SHEET NUMBER:

City of Madison
 Department of Public Works
PARKS DIVISION
 City-County Building, Suite 104
 210 Martin Luther King, Jr. Blvd.
 PO Box 2987
 Madison, WI 53701-2987

play
**MADISON
 PARKS**



PROJECT:
**OWL CREEK
 PARK
 IMPROVEMENTS
 PHASE 2**

**OWL CREEK PARK
 23 HORNED OWL DR
 MADISON, WI 53718**

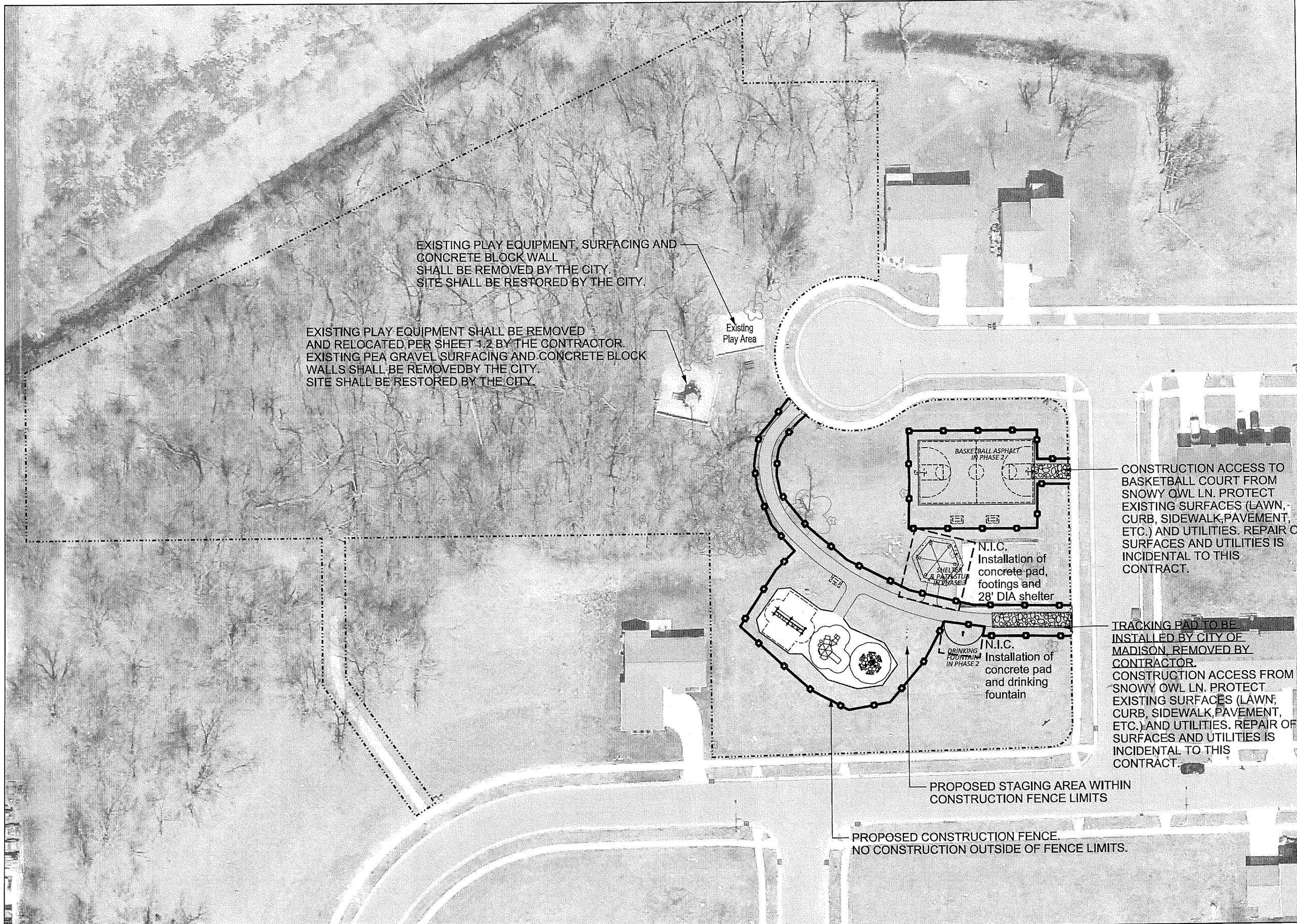
Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
Drawn by: KNK	06-03-2015
Approved by:	xx-xx-xxxx

PUBLIC WORKS PROJECT #:
7526

SHEET TITLE:
**PROJECT LOCATION
 AND SITE ACCESS**

SHEET NUMBER:
1.1



City of Madison
 Department of Public Works
PARKS DIVISION
 City-County Building, Suite 104
 210 Martin Luther King, Jr. Blvd.
 PO Box 2987
 Madison, WI 53701-2987

play
MADISON
PARKS

Graphical Scale
 0 30 ft

PROJECT:
**OWL CREEK
 PARK
 IMPROVEMENTS
 PHASE 2**

**OWL CREEK PARK
 23 HORNED OWL DR
 MADISON, WI 53718**

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

ITEM	DATE
Drawn by: KNK	06-03-2015
Approved by:	xx-xx-xxxx

PUBLIC WORKS PROJECT #:
7526

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
1.2



CAUTION EXISTING HIGH VOLTAGE ELECTRICAL LINE
 CONTRACTOR SHALL BE RESPONSIBLE
 FOR REPAIR OF UTILITIES DAMAGED DURING
 CONSTRUCTION.



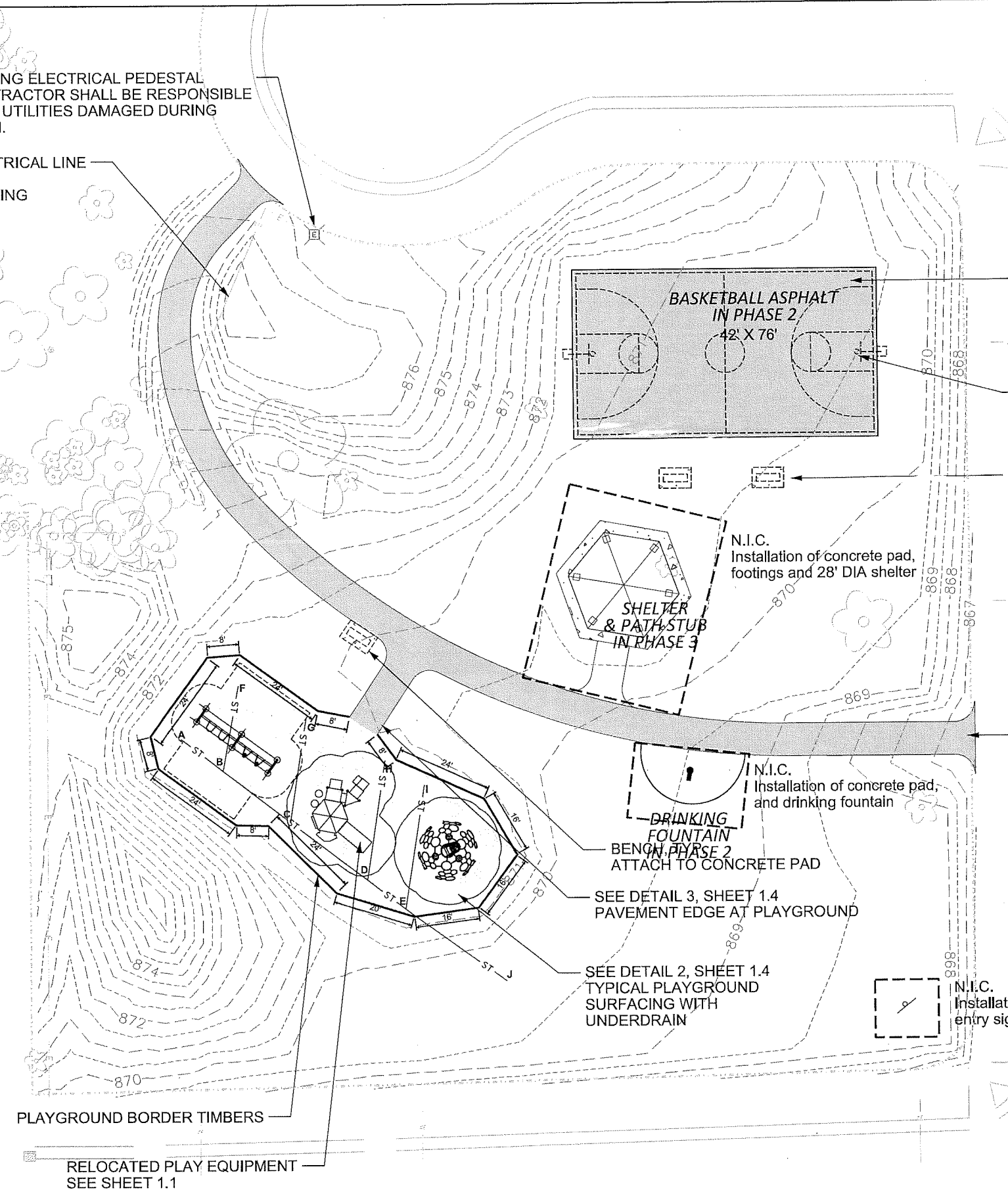
CAUTION EXISTING ELECTRICAL PEDESTAL
 AND LINE. CONTRACTOR SHALL BE RESPONSIBLE
 FOR REPAIR OF UTILITIES DAMAGED DURING
 CONSTRUCTION.

LEGEND

- PRO. ASPHALT
- PRO. RUBBER MULCH
- PRO. CONCRETE
- PRO. DRAINTILE
- EX. CONTOUR (INDEX)
- EX. CONTOUR (INTER.)

NOTES

1.) THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY EXISTING UTILITIES, STRUCTURES, SIDEWALK, CURB, LAWN, PAVEMENT, ETC. DAMAGED THROUGH CONSTRUCTION ACTIVITIES AT THEIR OWN EXPENSE. REPAIRS MUST BE MADE IN ACCORDANCE WITH THE CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.



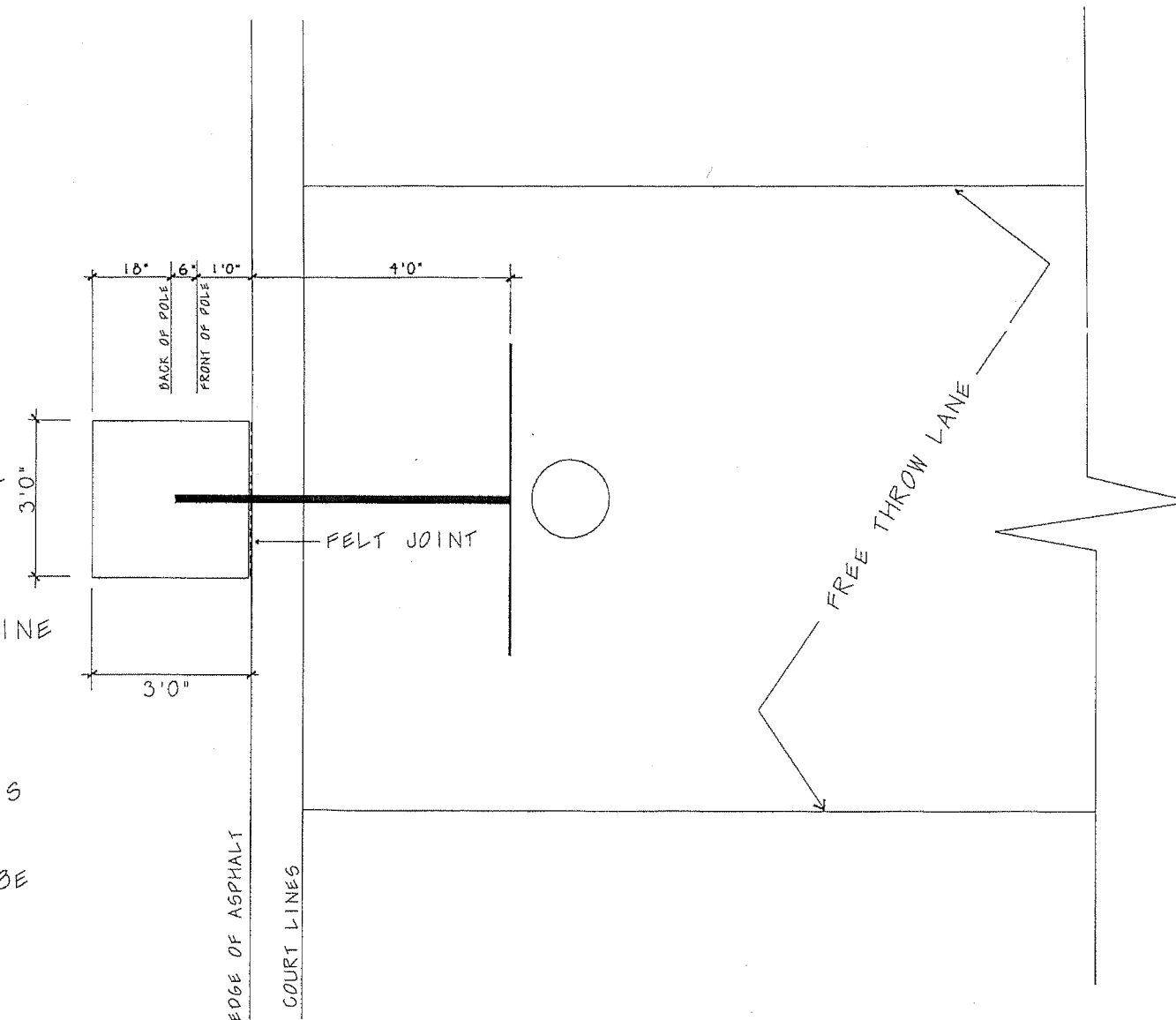
SMALL BASKETBALL COURT

BASKETBALL POLE INSTALLATION

DETAIL "A"

NOTES:

- INSTALL ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND THESE SPECIAL PROVISIONS
- FOOTING SURFACE TO BE FLUSH WITH ASPHALT
- TOP 4" OF FOOTING TO BE FORMED
- POLE TO BE CENTERED ON COURT
- BACKBOARD TO BE PARALLEL TO BASE LINE
- RIM ELEVATION TO BE EXACTLY 10'0"
- DISTANCE FROM FREE THROW LINE TO BACKBOARD TO BE EXACTLY 15'0"
- CONTRACTOR TO REMOVE ALL EXCESS DEBRIS AND GRAVEL, TOPSOIL, SEED AND MULCH AS REQUIRED BY LANDSCAPE ARCHITECT
- ANY DAMAGE TO THE COURT SURFACE WILL BE REPAIRED BY THE CONTRACTOR



SCALE 1/4" = 1'0"

play **MADISON PARKS**

Eric Knepp
Madison Parks Superintendent

Madison Parks Division
www.cityofmadison.com/parks

Administrative Office
Planning and Development
Community & Recreation Services
210 ML King, Jr. Blvd., Rm. 104
P.O. Box 2987
Madison, WI 53701-2987
Phone: 608.266.4711
Fax: 608.267.1162

Parks Operations Offices
Goodman Maintenance Facility
1402 Wingra Creek Pkwy.
West Forestry, 608.266.4816
Construction, 608.266.6289
Conservation, 608.267.4918
Central Parks, 608.266.4728

State Street Mall Concourse
Maintenance
120 S. Fairchild St., 608.266.6031

Summit Maintenance Facility
1902 Freeport Rd.
West Parks, 608.288.6164

Sycamore Maintenance Facility
4602 Sycamore Ave.
East Parks, 608.246.4508
East Forestry, 608.266.4816

Olbrich Botanical Gardens
3330 Atwood Ave., 608.246.4550

Warner Park Community
Recreation Center
1625 Northport Dr., 608.245.3690

Irwin A. & Robert D. Goodman Pool
325 W. Olin Ave., 608.264.9292

Golf Madison Parks
Glenway Golf Course
3747 Speedway Rd., 608.266.4737
Monona Golf Course
111 East Dean Ave., 608.266.4736
Odana Hills Golf Course
4635 Odana Rd., 608.266.4724
Yahara Hills Golf Course
6701 E. Broadway, 608.838.3126

Forest Hill Cemetery
1 Speedway Rd., 608.266.4720



A Proud Division of
the City of Madison

July 6, 2015

NOTICE OF ADDENDUM ADDENDUM 1 OWL CREEK PARK IMPROVEMENTS – PHASE 2 CONTRACT NO. 7526

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

The basketball court was originally going to be a half court with one basketball pole, backboard, rim and net but prior to bidding was changed to a full court with two basketball poles, backboards, rims and nets.

Therefore:

In Bid Express, Bid Item # 90001 Install Basketball Pole, Backboard, Rim and Net has been changed to 2.0 (instead of 1.0) and the Unit has been changed to Each (Ea) instead of LS (Lump Sum)

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

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

<http://www.bidexpress.com>

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



Eric Knepp, Parks Superintendent

SECTION E: BIDDERS ACKNOWLEDGEMENT

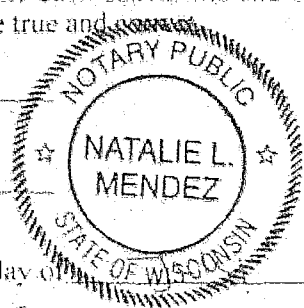
CONTRACT TITLE OWL CREEK PARK IMPROVEMENTS PHASE 2

CONTRACT NO. 7526

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 - 2015 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 1 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- 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 Madison Commercial Landscapes (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of Mike Ambler; an individual trading as Owner; of the City of Madison 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
Project Manager
 TITLE, IF ANY



Sworn and subscribed to before me this 02 day of February, 2015.

Natalie L Mendez
 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 02/19/2017

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

Contract 7526 – Michael J Amble dba Madison Commercial Landscapes

Section F: Disclosure of Ownership and BVC

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

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

I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

Section F: Disclosure of Ownership and Best Value Contracting

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12). Personal information you provide may be used for secondary purposes.

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.

(A) The contractor, or a shareholder, officer or partner of the contractor:

1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Not Applicable

Name of Business
Street Address or PO Box
City, State and Zip Code

Best Value Contracting

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

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

OWL CREEK PARK IMPROVEMENTS - PHASE 2

CONTRACT NO. 7526

Date: 7/10/2015

**Madison
Commercial
Landscapes**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10911 - Mobilization - LS	1.00	\$7,000.00	\$7,000.00
20101 - Excavation Cut - CY	157.00	\$20.00	\$3,140.00
20130 - Underdrain - LF	210.00	\$12.00	\$2,520.00
20140 - Geotextile Fabric Type SAS Non Woven - SY	332.00	\$2.50	\$830.00
20217 - 3" Clear Stone - Tons	20.00	\$18.90	\$378.00
20701 - Terrace Seeding - SY	793.00	\$2.00	\$1,586.00
21013 - Street Sweeping - LS	1.00	\$500.00	\$500.00
21062 - Erosion Matting, Class I Urban, Type A - SY	793.00	\$3.00	\$2,379.00
30301 - 5 inch Concrete Sidewalk - SF	57.00	\$18.00	\$1,026.00
40102 - Crushed Aggregate Base Course Gradation #2 - Tons	32.00	\$18.50	\$592.00
40201 - 3" of HMA Pavement Type E-0.3 (1 lift) - Tons	108.00	\$145.00	\$15,660.00
40321 - Undercut - SY	50.00	\$9.77	\$488.50
90000 - Construction Fencing - LF	1042.00	\$1.96	\$2,042.32
90001 - Install Basketball Pole, Backboard, Rim and Net - EA	2.00	\$1,500.00	\$3,000.00
90002 - Remove/Relocate Existing Play Structure - LS	1.00	\$15,000.00	\$15,000.00
90003 - Playground Equipment Installation - LS	1.00	\$5,500.00	\$5,500.00
90004 - Playground Border Timbers - Each	57.00	\$15.00	\$855.00
90005 - Playground Surfacing - Rubber Mulch - CY	83.00	\$40.00	\$3,320.00
90006 - Bench Installation - Each	3.00	\$150.00	\$450.00
90007 - Extra Topsoil - CY	100.00	\$35.00	\$3,500.00
20 Items	Totals		\$69,766.82

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Michael J Amble dba
Madison Commercial Landscapes (a
corporation of the State of WI) (individual), (partnership), hereinafter referred to as the
"Principal") and **, a corporation of the State of South Dakota (hereinafter referred to
as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the
City of Madison, (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.
** WESTERN SURETY COMPANY

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:

**OWL CREEK PARK IMPROVEMENTS - PHASE 2
CONTRACT NO. 7526**

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 Michael J Amble dba
Madison Commercial Landscapes 7-7-15
Principal Date

By: *Michael J Amble*

WESTERN SURETY COMPANY
Name of Surety
By: *Patricia K Wiancki* July 7, 2015
PATRICIA K WIANECKI Attorney In Fact Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 333971 for the year 2015, 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.

7/7/15
Date
PATRICIA K WIANECKI
Agent
6810 UNIVERSITY AVE.
Address
MIDDLETON, WI 53562
City, State and Zip Code
608-831-3168
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.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62438313

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Patricia K Wiamecki

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Michael J Amble dba Madison Commercial Landscapes

Obligee: City of MADISON

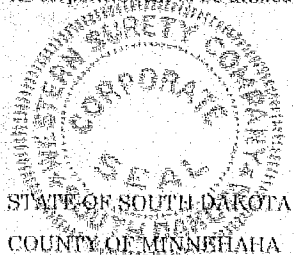
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

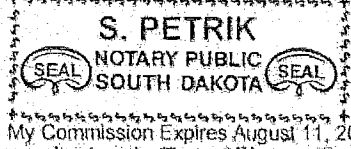
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of October 5th, 2015, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 7th day of July, 2015.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 7th day of July, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



S. Petrik
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 7th day of July, 2015.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

SECTION H: AGREEMENT

THIS AGREEMENT made this 5th day of August in the year Two Thousand and Fifteen between MICHAEL J AMBLE dba MADISON COMMERCIAL LANDSCAPES hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted AUGUST 4, 2015, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

OWL CREEK PARK IMPROVEMENTS – PHASE 2 CONTRACT NO. 7526

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 SIXTY-NINE THOUSAND SEVEN HUNDRED SIXTY-SIX AND 82/100 (\$69,766.82) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.

4. **Wage Rates for Employees of Public Works Contractors**

General and Authorization. The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

"Public Works" shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

"Building or work" includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from transporting vehicle.

"Erection, construction, remodeling, repairing" means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

"Employees working on the project" means laborers, workers, and mechanics employed directly upon the site of work.

"Laborers, Workers, and Mechanics" include pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

Workforce Profile. The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer's objections shall be the responsibility of the Contractor.

Payrolls and Records. The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor's subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

Hourly contributions. Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

Apprentices and Subjourney persons. Apprentices and sub journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

Straight Time Wages. The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

Overtime Wages. The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

Posting of Wage Rates and Hours. A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

Evidence of Compliance by Contractor. Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the

names and addresses of all of the subcontractors and agents who worked on the contract.

- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate and DWD prevailing wage requirements are attached hereto as Sec. I of the contract.

5. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

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

Article VIII

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

Article IX

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

6. 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.

OWL CREEK PARK IMPROVEMENTS – PHASE 2
CONTRACT NO. 7526

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

Countersigned:

**MICHAEL J AMBLE dba MADISON
 COMMERCIAL LANDSCAPES**

Company Name

Celene M. Brunelle 7/30/15

 Witness Date

Michael J. Amble 7-30-15

 President Date

 Witness Date

 Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

David L. Medved

 Finance Director

Paul P. [Signature]

 City Attorney

Signed this 20th day of August

_____, 2015

[Signature]

 Witness

[Signature] 8-20-15

 Mayor Date

Jean K. Phelps

 Witness

Maibeth W. Vogel-Behl 8-10-2015

 City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Michael J. Amble
as Madison Commercial Landscapes principal, and
WESTERN SURETY COMPANY

Company of Chicago, IL as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of ** (\$ 69,766.82) 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.

**** Sixty Nine Thousand Seven Hundred Sixty Six and 82/100**

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:

**OWL CREEK PARK IMPROVEMENTS – PHASE 2
CONTRACT NO. 7526**

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 5th day of AUGUST, 2015.

Countersigned: NOT NEEDED

Michael J. Amble dba Madison Commercial Landscapes

Company Name (Principal)

Celene M. Bontelle
Witness

Michael J. Amble
President Seal

Secretary

Approved as to form:

WESTERN SURETY COMPANY

Surety Seal
 Salary Employee Commission

[Signature]
City Attorney

By *Patricia K. Wiancki*
Attorney-in-Fact PATRICIA K. WIANECKI

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
License No. 2339271 for the year 2015, and appointed as attorney-in-fact with
authority to execute this payment and performance bond which power of attorney has not been revoked.

8/5/15
Date

Patricia K. Wiancki
Agent Signature

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62460489

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Patricia K Wianecki

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Michael J. Amble dba Madison Commercial Landscapes

Obligee: City of MADISON

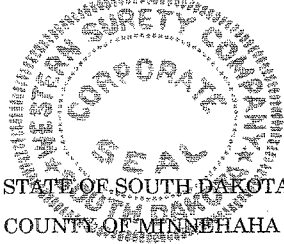
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 15th, 2015, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 14th day of July, 2015.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 14th day of July, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires August 11, 2016

S. Petrik
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of July, 2015.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

SECTION J: PREVAILING WAGE RATES

NOT APPLICABLE