

Contract Routing Form

printed on: 11/09/2007

ROUTING: Routine

Contract between: Meriter Hospital Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: 8001 Raymond Road PUD

Contract No.: 2176
Enactment No.: RES-07-01043
Dollar Amount: 0.00

File No.: 07605
Enactment Date: 10/18/2007

(Please DATE before routing)

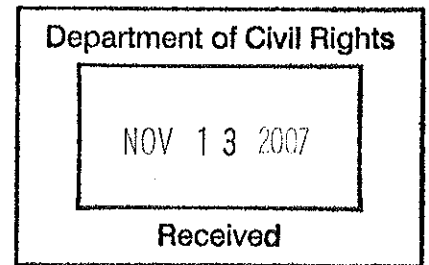
Signatures Required	Date Received	Date Signed
City Clerk	11/9/07	11-9-2007
Director of Civil Rights	11/13/07	11/16/07 MDD
Risk Manager	11-26-07	11/26/07 RTV
Comptroller <i>Randy</i>	11-26-07	11-26-07 Ru
City Attorney <i>01470</i>	11-26-07	4-23-08
Mayor	4-23-08	4-23-08

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

Original + 1 Copies

11/09/2007 09:23:54 enkmr - Janet Dailey @ 261-9688

*Mari Beth's signature
needs to be witnessed
before final distribution*



Dis Rights: OK N/A Problem - Hold
 Prev Wage: AA Agency No
 Contract Value: NO City Funds
 AA Plan: Approved
 Amendment / Addendum #
 Type: POS / Dvlp Sbdv Gov't /
 Grant / PW / Loan / Agrmt



City of Madison

Legislative File ID **07605**

display
original
version

print

email

Type: **Resolution** Status: **Passed**
 Enactment Date: **10/18/2007** Enactment No.: **RES-07-01043**
 Title: **Approving plans and specifications for public improvements necessary for the project known as 8001 Raymond Road PUD and authorizing construction to be undertaken by the Developer, Private Contract No. 2176. (7th AD)**
 Controlling Body: **BOARD OF PUBLIC WORKS**
 Introduced: **9/24/2007** Version: **1**
 Final Action: **10/16/2007** Contact: **Marsha Hacker 608-264-9277**
 Name: **Approving plans and specifications for public improvements necessary for the project known as 8001 Raymond Road PUD and authorizing construction to be undertaken by the Developer, Private Contract No. 2176.**
 Extra Date 1:
 Requester: **BOARD OF PUBLIC WORKS**
 Sponsors: **Common Council By Request**
 Attachments: **Legislative File Text**

Legislative History (* Unpublished Data)

Date	Acting Body	Action Taken	Motion
9/24/2007	Engineering Division	Fiscal Note Required / Approval to the Comptroller's Office/Approval Group Completed on 9/25/2007	
9/25/2007	Comptroller's Office/Approval Group	Approved Fiscal Note By The Comptroller's Office to the BOARD OF PUBLIC WORKS Completed on 9/25/2007	
10/3/2007	<i>Notes: Franklin</i> BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
10/16/2007	Unpublished Meeting Data Pending*		

powered by Daystar Computer Systems, Inc.



City of Madison

Legislative File Number 07605 (version 1)

Title

Approving plans and specifications for public improvements necessary for the project known as 8001 Raymond Road PUD and authorizing construction to be undertaken by the Developer, Private Contract No. 2176. (7th AD)

Body

WHEREAS, the developer, Meriter Hospital Inc., has received the City of Madison's approval for a Planned Unit Development (PUD) to construct a physicians clinic, and,

WHEREAS, Section 16.23(9) of the Madison General Ordinances and the conditions of approval require the developer to install the public improvements necessary to serve the PUD.

WHEREAS, Res-07-00961, ID No. 07392 has previously approved the Developer's Agreement for this site between the City and Meriter Health Services, Inc.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized and directed to execute a Development Agreement For 8001 Raymond Road PUD, with Meriter Hospital Inc.
2. That the plans and specifications for the public improvements necessary to serve the PUD are hereby approved.
3. That the developer is authorized to construct the public improvements in accordance with the terms of the Development Agreement at the sole cost of the developer, except as follows: None
4. That the Mayor and City Clerk are hereby authorized to sign easements or right-of-way release or procurement documents as necessary and accept dedication of lands and/or easements from the Developer/Owner for public improvements located outside of existing public fee title or easement right-of-ways.
5. Resolution Res-07-00961, ID No. 07392 be rescinded.

Fiscal Note

Private Contract, No City Funds Required.

CONTRACT FOR SUBDIVISION IMPROVEMENTS
8001 RAYMOND ROAD - CSM
CONTRACT NO. 2176
PROJECT NO. 53B2176

MADISON, WISCONSIN

THIS AGREEMENT, made and entered into this 18th day of October, 2007, by and between Meriter Hospital, Inc. of Madison, Wisconsin, hereinafter the "Developer", and the City of Madison, hereinafter the "City", a municipal corporation located in Dane County, Wisconsin.

RECITALS

1. WHEREAS, the Developer has received approval from the City for a subdivision known as 8001 Raymond Road - CSM, a copy of which is incorporated by reference.
2. WHEREAS, Section 16.23(9) of the Madison General Ordinances (MGO) requires that provisions be made for the installation of public sanitary sewer facilities, storm sewer and drainage system, water mains and water service laterals, the grading of public and private lands, erosion and stormwater runoff control, street improvements, street signs and pavement marking to serve the developer's subdivision. Section 16.23(9) also permits the installation of said public improvements by construction phases.
3. WHEREAS, the Developer proposes to complete the installation of the required public improvements to serve Lots 1 and 2 of said subdivision, hereinafter "Construction Phase I". Subsequent construction phases will be defined in scope by future subdivision contracts.

CONTRACT FOR SUBDIVISION IMPROVEMENTS

NOW, THEREFORE, the Developer and the City hereby agree as follows:

SECTION I - GENERAL CONDITIONS

A. Contractors Qualified By Board of Public Works

The Developer agrees to engage Contractors for all construction included in this contract who shall be listed as qualified for such work by the Director of Public Works and who shall comply with every requirement of Section 23.01, M.G.O. (Minimum Wage Scale). The Developer shall furnish the City Engineer with the names of all Contractors and their subcontractors, with the classification of the work they perform, prior to any work beginning.

B. Affirmative Action

(The term "Contractor" used in this paragraph shall be synonymous with the term "Developer" used in the remainder of this Agreement.)

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, political beliefs, or student status. 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 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 Department of Affirmative Action 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 Department of Affirmative Action 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 Department of Affirmative Action 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 Department of Affirmative Action 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 stated 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 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 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 workers 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 IV

(This article applies only to non-public works contracts).

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 warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison Ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.

Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council.

Article V

(This article applies only to public works contracts).

The contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City, 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 Director of Affirmative Action.

Article VI

The contractor will maintain records as required by Section 3.58(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 3.58(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 Sections 3.23 and 3.58 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 noncomplying 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. (This article applies to public works contracts only).

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).

C. Preconstruction Meeting

The Developer further agrees to coordinate a preconstruction meeting with the City Construction Engineer.

D. Construction Plans

The Developer further agrees to work from Construction Plans that have been approved by the Common Council. The plan shall be prepared by the Developer or by the City Engineer from data submitted by the Developer, as determined by the City Engineer. The Developer shall note that Plan Commission approval of the project does not constitute approval of the improvements within the public right-of-way. Separate approval is required. The Plan shall be signed by the City Engineer.

E. City Approval of Starting Dates

The Developer further agrees that no work shall be scheduled for the above mentioned improvements without the City Engineer's and Water Utility Manager's approval of starting date and schedule.

F. Notification of Work

The Developer further agrees to notify the City Construction Engineer two (2) working days prior to beginning work or resuming work in the right-of-way.

G. Change Order to Work

The Developer further agrees that the City shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed in this or other written agreements between the City and the Developer.

H. Acceptance of Work

The Developer further agrees that the acceptance of public improvements is conditioned on completion of the following:

1. That all outstanding engineering and inspection charges indicated herein have been paid in full.
2. That affidavits and lien waivers are received by the City indicating that the Contractor has been paid in full for all work and materials furnished under this contract.
3. That a complete breakdown of costs incurred by the Developer is provided to the City for the following public improvement components in the public right of way and within public easements:
 - a. Storm sewer and storm water management facilities.

- b. Streets including sidewalks, pavement marking, signage and street plantings.
- c. Street lighting.
- d. Other items of work within the Public Right of Way.

The maintenance of specified public improvement components becomes the responsibility of the City upon acceptance of those components by the Common Council

I. Time of Completion

All work specified herein shall be completed within eighteen (18) months from the date of this agreement by the Developer.

J. Indemnification and Insurance

To the fullest extent permitted by law, the Developer shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees, and consultants from and against all suits, claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease, death, personal injury, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and, (b) is caused in whole or in part by any negligent act or omission of the Developer, its Contractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law regardless of the negligence of any such party.

In any and all claims against the City, its officials, officers, agents, employees or consultants, by any employee of the Developer, its Contractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Developer hereunder shall not extend to the liability of the City's consultants or consultants' agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, and designs or specifications.

The Developer shall require all Contractors engaged in the construction of this project to maintain the insurance required by Section 107.4 of the City's Standard Specifications, and to submit a current Certificate of Insurance with the City Engineer.

K. Guarantee of the Work

The Developer agrees to guarantee all work performed under this contract, except tree and shrubbery planting, for a period of one year from the date of final acceptance by the City Common Council, against defects in workmanship or materials. If any defect should appear during the guarantee period, the Developer agrees to make required replacement or acceptable repairs of the defective work at his own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of improvements on lands where the repairs or replacement is required.

The Developer agrees to guarantee all tree and shrubbery planting for a period of two years from the date of final acceptance by the City Common Council, in accordance with Section 209.6 of the City of Madison Standard Specifications for Public Works Construction.

L. Specifications for Improvement

The Developer agrees to install the improvements specified in this Agreement in accordance with the plans and specifications approved by the Common Council and in accordance with the City of Madison Standard Specifications for Public Works Construction and the following conditions:

1. Grading, Erosion Control, Barricades, and Traffic Control:

- a. The Developer shall undertake the grading, erosion control and barricade requirements for streets whose right-of-way are contained within the subdivision to subbase grades established by the City Engineer and approved by the Common Council, said grading shall include the grading of the terraces to a sidewalk grade established by the City Engineer and in accordance with the Madison Standard Typical Street Sections and Standard Detail Drawings of the Specifications.
- b. The Developer shall grade the terrace of those existing streets which abut the plat to a sidewalk grade or a grade established by the City Engineer, grade a ditch abutting said lots for temporary drainage and install culverts at driveway locations.
- c. The Developer shall grade vision clearance triangles on corner lots to a maximum height of two (2) feet above the proposed curb elevation within the triangular space formed by two intersecting street lines or their projections and a line adjoining said points on said street lines located a minimum of twenty-five (25) feet from such street intersections. No structures, screenings, plantings, or embankments of any kind are allowed within this triangular area if they violate Section 28.04(12)(e), M.G.O.
- d. The Developer shall furnish, install barricades, signs and other traffic control devices as specified by the City Traffic Engineer at all street ends.
- e. The Developer shall prepare a traffic control plan, which shall be submitted for approval to the Traffic Engineering Division. Work shall not begin until the traffic control plan is approved by the Traffic Engineering Division and a copy of the approved traffic control plan has been submitted to the Construction Engineer. The Developer shall furnish, install and maintain during construction, barricades, signs, pavement markings and other traffic control devices as specified on the approved traffic control plan or as directed by the City Traffic Engineer.
- f. The Developer shall obtain a Erosion Control and Stormwater Management Permit for the erosion and runoff control as required by Chapter 37, M.G.O. prior to the grading, utility installation or other land disturbance activity. A permit shall be obtained for each construction phase. The Developer shall adhere to conditions specified on the permit and grants the right-of-entry on the subdivision to designated personnel of the City to inspect and monitor compliance with this Agreement.

Prior to acceptance, the Developer shall submit a post construction erosion control plan to the City. This plan shall address erosion control in the interim between the completion of the public works improvements specified in this contract and ultimate development. The Developer shall install those facilities and structures required by the post development erosion control plan.

- g. The Developer shall not disturb, grade, fill or store materials on public property or property required to be dedicated, unless specifically approved by the City's representative. The Developer shall clean up, topsoil, seed and mulch any public property which is disturbed. The Developer shall grade, topsoil, seed and mulch all public or dedicated frontage at a 4:1 slope to meet existing grade, unless it is specified otherwise or permitted by the City's representative. The Developer shall provide and install any erosion control measures required on public property or property to be dedicated due to the grading specified in this contract.

2. Storm Sewer and Public Drainage System:

- a. The Developer shall install a public drainage system including all storm sewer mains, mainline structures, inlets, lateral pipes, greenways, culverts, and detention/retention basins in accordance with the plans approved by the City Engineer unless other arrangements have been approved by the City Engineer as detailed in the supplemental conditions. Any field changes by the City Engineer shall become part of the approved plan and shall be incorporated at the Developer's expense.

b. In accordance with Wisconsin State Statute 182.0175(2r), any person who, after December 31, 2006, installs a nonconductive sewer lateral shall also install a locating wire or other equally effective means for marking the location of the lateral. The City of Madison has chosen compliance with this Statute by the using an Electronic Ball Marker System. Therefore, the Developer shall install the 3M™ Electronic Marker System (EMS) 4" extended Range 5' Ball Markers- Wastewater (model #1404-XR) for each storm sewer lateral. The Storm Sewer Electronic Markers shall be provided where non- metallic storm sewer pipe is installed in the public Right of Way, and where no access or inlet structures are available on the surface to allow the pipe to be visually located. City shall supply all the required markers to the Developer or his Contractor (generally requires 2 per lateral) and the Contractor shall install them per the manufacturer's requirements or as directed by the City Engineer. Costs of supplying the ball markers shall be billed to the Developer in accordance with the billing terms of this agreement. If the Developer wishes to use alternate means of complying with this State Statute, it must be approved in advance by the City Engineer.

c. The detention/retention basin(s) shall be over-excavated and constructed to serve as an interim sediment trap. The volume of over excavation shall be calculated to collect the anticipated sediment from the plat over a minimum period of 2-years. In general, this over-excavation will be two (2) feet minimum. In the case of a retention basin, the minimum standard depth shall be seven (7) feet as measured from the normal water level. This will result in an initial depth of nine (9) feet.

This construction and all other erosion control measures shall be installed prior to any other plat grading or utility construction. An inspection and approval by the City Engineer must be obtained prior to start of other plat improvements.

d. Upon completion of improvements, the detention/retention basin shall be reconstructed to the original approved design prior to acceptance by the City. Prior to beginning this reconstruction the Developer shall provide an as-built to the City Engineer such that the extent of the work to be completed can be determined. This as-built shall consist of cross sections of the pond including the "safety bench" and slopes of the banks, both above and below the water surface. Additionally, sufficient random shots shall be taken on the floor of the basin to determine how much (if any) dredging shall be required. The as-built submittal must be sealed by a Professional Land Surveyor or a Professional Engineer. The other components of the stormwater system may be accepted independently of the detention / retention basin. Final acceptance of basins or greenways seeded with Prairie mix, shall be delayed a minimum of 1 year to ensure proper seeding and stabilization has been achieved.

e. Prior to the issuance of building permits, the Developer shall submit a master storm water drainage plan to the City Engineering Division for review and approval, in accordance with the conditions of Plat approval.

The master storm water drainage plan shall be submitted to City Engineering in digital format. The digital plan shall contain, at a minimum, lot corner elevations on an overlay of the recorded plat map of the development. Other information, as needed, such as contours and cross sections may be provided in either digital or hard copy. The digital record shall be provided using the state plane coordinate system - NAD 27.

No building permits shall be issued prior to City Engineering's approval of this plan.

f. If the Developer chooses to have the detention/retention basin and/or greenway designed by his/her engineer, the Developer shall have those plans approved and provided to City Engineering a minimum of one week before the issuance date agreed to in the contract schedule. The plans shall be sealed by a Professional Engineer and shall be on 11" x 17" sheets. Further, the plans shall be of sufficient detail to allow construction of the basin/greenway and shall include all seeding specifications (as approved by City Engineering), detail drawings and contour maps/cross sections of the basin/greenway. Plans shall not be issued until these sheets are provided and approved by City Engineering.

3. Streets and Sidewalks:

- a. The Developer shall install Madison Standard One Course Concrete, Curb and Gutter and other types of curb and gutter as specified, Madison Standard Sidewalk with Madison Standard Crosswalks, and the specified Standard Pavement on all streets within the subdivision.
- b. The Developer shall install Madison Standard Sidewalk with Madison Standard Crosswalks on all streets abutting the subdivision (on the one side of the street abutting the plat).

4. Runoff Control Structures:

The Developer shall install the runoff control structures including related storm sewers required by the Erosion Control and Stormwater Management Permit and the plans and specifications approved by the City Engineer.

5. Section Corners:

All PLSS section and witness corners (including center of sections) situated within the subdivision, or within planned improvement areas for the development thereof, must be included in final survey data transmittal. Any PLSS section and/or witness corners, including center of sections, must be perpetuated by the Developer's contracted Professional Land Surveyor. In the event any PLSS section corner, including center of sections, are disturbed or destroyed as a result of any form of construction included in the private contract and private construction associated with this subdivision Development, the PLSS restoration must be completed by the Developer's contracted Professional Land Surveyor, at the sole cost of the Developer. New PLSS tie sheets must be filed by the contracted Professional Land Surveyor in accordance with Wisconsin Administrative Code AE-7.08.

6. Signs:

The Developer shall pay all costs associated with the installation of all traffic signs and structures as required by the plans and specifications prepared by the City Traffic Engineering Division, including City furnished materials, labor, inspection and engineering. The Developer following the provisions in the Standard Specifications for Public Works Construction may install temporary street name signs.

7. Pavement Markings:

The Developer shall pay all costs associated with the installation of all pavement markings as required by the plans and specifications prepared by the City Traffic Engineering Division, including City furnished materials, labor, inspection, and engineering.

8. Street Lights:

The Developer shall pay all costs associated with the installation of street lighting, conduit and structures as required by the plans and specifications prepared by the City Traffic Engineering Division including City furnished materials, labor, inspection and engineering. The Developer shall install street lighting facilities per the City-prepared plans and specifications.

M. Fees Payable Prior to Construction

The Developer agrees to pay the City the following charges prior to construction beginning:

1. All outstanding area charges levied against lots within the subdivision by the City and the Madison Metropolitan Sewerage District for the construction of downstream sanitary sewer facilities.

N. Developer to Reimburse the City for Costs Sustained

1. The Developer shall reimburse the City for its actual cost of design, inspection, testing, construction, and associated legal and real estate expenses for the required public improvements for the subdivision. The City's expenses shall be determined as follows:
 - a. The cost of City employees' time engaged in the required public improvements based on the hourly rate paid to the employee multiplied by a factor determined by the respective Division/Department to represent the City's cost for statutory expense benefits, insurance, sick leave, holidays, vacation and similar benefits, overhead and supervision, said factor not to exceed 2.25.
 - b. The cost of City equipment employed.
 - c. The actual costs of City materials incorporated into the work including transportation costs plus a restocking and/or handling fee not to exceed 20% of the cost of the materials.
 - d. All consultant fees associated with the subdivision at the invoiced amount plus 10% for administration.

2. The Developer shall advance to the City an amount equal to an estimate of the City's expenses, as prepared by the participating City Divisions/Departments, at the time the Developer files a Contract For Subdivision Improvements. At the conclusion of the project, the respective agencies shall bill the actual cost to the Developer. In the event that the actual cost is calculated to be less than the advanced amount, the difference shall be refunded to the Developer. In the event the advance is less than the actual amount, the Developer shall be billed the difference and payment shall be a condition precedent to acceptance of any major components of construction. The estimated cost of services to be performed by the City is as follows:
 - a. City Engineering Division \$ 56,100.00 (Make check payable to City of Madison).
 - b. City Traffic Engineering Division \$ 7,000.00 (Make check payable to City of Madison).
 - {Lighting \$4,000.00 }
 - {Signing and Marking \$3,000.00 }

3. Charges for services performed for the construction of improvements in subsequent construction phases shall be on the basis of charges for such services in effect at the time of construction of said Subsequent Construction Phases, the estimated cost being deposited with the participating City Divisions/Departments prior to construction.

O. Surety

1. The Developer agrees to furnish the City with corporate bond, certified check, official check or irrevocable letter of credit in the amount of \$ 440,000.00 to secure performance of this contract.
2. The Developer agrees that prior to any land surface disturbances or construction commencing within the subdivision associated with subsequent construction phases, that a Contract For Subdivision Improvements will be executed by the Developer and the City, and the Developer will furnish the City with a corporate bond, certified check, official check or irrevocable letter of credit in the amount of the estimate of the City Engineer, sufficient to secure performance of said contract.
3. Upon acceptance by the City Common Council of the improvements constructed as part of this agreement, the City agrees to reduce the surety to an amount equal to an estimate of the City Engineer to secure performance of the guarantee described in this agreement.
4. If the Developer provides a certified or official check to secure performance of this contract, the Developer agrees that the City may deposit the check in an interest bearing account and retain all interest accruing to such a deposit.

P. Developer's Designated Project Coordinator

The Developer hereby appoints Melissa Huggins, Meriter Health Services Inc. (417-5606), the Project Coordinator, said individual who shall act as the Developer's representative during the Construction Phase of the installation of these improvements.

SECTION II - SUPPLEMENTAL CONDITIONS

- A. The Developer shall construct Madison Standard Street Improvements, including sidewalk (east side of street only), on the following streets:
- Meriter Way from CTH PD to approximately 300 feet north.
- B. The Developer shall construct Madison Standard Sidewalk on CTH PD adjacent to Lot 2.
- C. The Developer shall execute a Waiver of Hearing and Assessment for the remainder of the street improvements along Meriter Way to the north line of Lot 2 (approximately 200 LF) and for the construction of sidewalk along Raymond Road adjacent to Lot 1.
- D. The Developer shall construct improvements to CTH PD in accordance with the plans approved by the City Engineer and City Traffic Engineer. These improvements shall consist of ingress / egress to the development, acceleration and deceleration lane, traffic islands, storm sewer and ditching as necessary on CTH PD.
- E. The Developer shall not be allowed access over the Meriter Way right of way until it has been substantially constructed and approved by the City Engineer. Any site work shall provide temporary access in a manner that does not interfere with the public improvements, and as approved by the City Engineer. Access through Meriter Way may be allowed during the construction of improvements to CTH PD. The Developer shall provide for phasing and Traffic Control as needed and as approved by the City Engineer.
- F. The Developer shall carry surety on the following improvements that were not constructed until such time as this obligation is assumed under a subsequent agreement(s) or until they are constructed:
- Madison Standard Sidewalk on CTH PD from the East line of Lot 2 to the East line of Lot 1 (approximately 450 LF). The Developer shall maintain \$25,000 in surety until the sidewalk is constructed. The sidewalk shall be constructed no later than November 1, 2009, unless otherwise approved by the City Engineer.
 - Grading and placement of crushed stone for the bike path, from CTH PD to Raymond Road (approximately 2500 LF). The City shall pave the path at a later date. The Developer shall maintain \$125,000 in surety until the grading and crushed stone are constructed. The grading and crushed stone shall be constructed no later than November 1, 2009, unless otherwise approved by the City Engineer.
- G. The Developer shall pay their proportionate share of the Upper Badger Mill Creek fees for Lot 2 in the amount of \$8,589.98.
- H. The Developer shall satisfy all requirements of the CSM prior to issuance of building permits.
- I. The Developer shall complete a master plan for the entire property within one year from the date of the CSM, and the Plan Commission shall review the completed master plan.
- J. The Developer shall submit an emergency plan for the private lift station, which will be kept on file with City Engineering.
- K. The Developer agrees to remove any existing buildings or other encroachments located within the 66-ft public easement for future road (future Stratton Way), if deemed necessary by the City, for the construction of the future east to west segment of Stratton Way through Lot 1. The Developer shall remove all encroachments at no expense to the City and within 90 days of written notice by the City. Alternatively, the Developer may choose to realign the proposed future road, release all existing roadway easements and dedicate new easements/right of way, which shall be subject to the approval of the City Engineer and City Traffic Engineer.

CONTRACT FOR SUBDIVISION IMPROVEMENTS
8001 RAYMOND ROAD - CSM
CONTRACT NO. 2176
PROJECT NO. 53B2176
MADISON, WISCONSIN

IN WITNESS WHEREOF, the parties hereto have set their hand(s) at Madison, Wisconsin, this 18th day of October, 2007.

WITNESS:

Christie Ludwig

MERITER HOSPITAL, INC.

BY:

James L. Woodward

WITNESS:

Jana Johnson
Nancy Jones

CITY OF MADISON, WISCONSIN

David J. Cieslewicz, Mayor

Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk

APPROVED AS TO FORM:

Michael P. May
Michael May, City Attorney

COUNTERSIGNED

Randy Whitteck
for Dean Brasser, City Comptroller

BOND FORM

STATE OF WISCONSIN
DANE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that Meriter Hospital of Madison, Dane County, Wisconsin, as principals, and Fidelity & Deposit Co. of Maryland Company as surety, are jointly and severally held and bound unto the City of Madison, Dane County, Wisconsin, in the penal sum of \$444,000.00* (\$xx,xxx.00) Dollars, for payment which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns firmly by these presents.

*Four hundred forty-four thousand dollars and 00/100.

The condition of this bond, is such that whereas, on the 26th day of October, 2007, principals herein made and entered into a certain contract with the City of Madison, to install sanitary sewer facilities, water mains and water service laterals, erosion and stormwater run-off control measures, grade public and private land, and install street improvements as required by City Ordinance by the terms, conditions, and provisions of which contract, principals herein agree to furnish all material and labor, and do certain work, to wit: That they will undertake the construction of sanitary sewer facilities, water mains and water service laterals, erosion and stormwater run-off control measures, grading of public and private lands, and construction of street improvements in Certified Survey Map Number 12283 located in Volume 76 of Certified Survey Maps on pages 99 to 102, a subdivision in the City of Madison, pursuant to an agreement entered into on the 26th day of October, 2007, Contract No. N/A, between the said principals herein and the City of Madison pursuant to the specified plans, and maps referred to in said agreement which is attached hereto and made a part hereof by reference as fully for all purposes as if it were herein set forth.

NOW, THEREFORE, if the principals herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract in all respects, and the provisions of Section 16.23 of the Madison General Ordinances, and shall well and truly and fully do and perform all matters and things by them undertaken to be performed under said contract and said City Ordinance upon the terms proposed therein, and within the time prescribed therein, and shall indemnify the City of Madison against any direct or indirect damages that shall be suffered or claimed, for injuries to persons or property during the construction of said improvement, and until one year after the same is accepted by the City of Madison Common Council and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

Witness our hands this 26th day of October, 2007

In the presence of:

Christine Ludwig

John Jordan

Julia Stool

Meriter Hospital
Principal

By: James L. Woodward President and CEO

By: Linda Hoff Corporate Secretary and CFO

Fidelity & Deposit Company of (Seal)
Surety Maryland

By: Rick R. Brooks
Attorney-in-Fact
Rick R. Brooks, Attorney-in-Fact

Salaried Employee Commission Employee

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2503381 for the year 2007, and appointed as attorney-in-fact with authority to execute this surety bond which power of attorney has not been revoked.

October 26, 2007
(Date)

Rick R. Brooks
(Agent)
Rick R. Brooks, Attorney-in-Fact

STATE OF WISCONSIN)
WAUKESHA)SS
~~DADE~~ COUNTY)

Personally came before me this 26th day of October, 2007, the above named Rick R. Brooks, to me known to be the person(s) who executed the foregoing Indenture and acknowledged the same.

Julia Stool
Notary Public, ~~Dade~~ County, Wisconsin
Waukesha

My Commission expires: 07-04-10

Approved as to form:

Phil P. My
City Attorney

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Randy L. BREHMER, Lawrence A. MICHAEL, Cynthia J. BREHMER, Robert W. LENTZ, Terence R. GESZVAIN, Jason A. BRAATZ and Rick R. BROOKS, all of Butler, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as aforesaid, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Randy L. BREHMER, Lawrence A. MICHAEL, Cynthia J. BREHMER, Robert W. LENTZ, Terence R. GESZVAIN, Jason A. BRAATZ, dated August 24, 2006.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of August, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

By: *M. P. Hammond*

M. P. Hammond Vice President

State of Maryland }
City of Baltimore } ss:

On this 13th day of August, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2011