

Contract Routing Form

ROUTING: Routine

printed on: 05/01/2014

Contract between: Janke General Contractors
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Brittingham Park Boat Launch

Contract No.: 7281
Enactment No.: RES-14-00340
Dollar Amount: 56,655.00

File No.: 33637
Enactment Date: 04/30/2014

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-1-2014	5-1-2014
Director of Civil Rights	5-1-2014	5/8/14 MDD
Risk Manager	05-09-2014	5/12/14 RV
Finance Director	5-12-14	5-13-14 Pam
City Attorney	605 5-13-14	5-14-14
Mayor	5-14-14	5-16-14

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

Original + 2

Copies

P081537281

Pam 5/12/14

05/01/2014 10:54:14 enjap - L Seabury 266-4751

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



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 33637

File ID: 33637	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: BOARD OF PUBLIC WORKS
Lead Referral: BOARD OF PUBLIC WORKS	Cost:	File Created Date : 04/02/2014
File Name: Awarding Public Works Contract No. 7281, Brittingham Park Boat Launch - 2014.		Final Action: 04/29/2014
Title: Awarding Public Works Contract No. 7281, Brittingham Park Boat Launch - 2014.		

Notes:

CC Agenda Date: 04/29/2014

Agenda Number: 89.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 04/30/2014

Attachments: 53W1532_FINAL.pdf, 53W1532_LESBPW.pdf, BrittBoatLaunch.pdf, Contract 7281.pdf

Enactment Number: RES-14-00340

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

Published Date:

Approval History

Version	Date	Approver	Action
1	04/14/2014	Craig Franklin	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	04/02/2014	Refer	BOARD OF PUBLIC WORKS	04/09/2014	04/09/2014	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 4/9/2014						
	Notes:						
1	BOARD OF PUBLIC WORKS	04/09/2014	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass

Action Text: A motion was made by Branson, seconded by Skidmore, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.

Notes:

1	COMMON COUNCIL	04/29/2014	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
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Action Text: A motion was made by Schmidt, seconded by DeMarb, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.

Notes:

Text of Legislative File 33637

Fiscal Note

Budget authority is available in the Acct. Nos. listed on the attached.

Title

Awarding Public Works Contract No. 7281, Brittingham Park Boat Launch - 2014.

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 7281) for itemization of bids.

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7281
BRITTINGHAM PARK BOAT LAUNCH - 2014.

JANKE GENERAL CONTRACTORS

\$56,655.00

Acct. No. ESTM-58290-810388-00-53W1532	\$45,600.00
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Acct. No. ESTM-58290-810551-00-53W1532	\$11,055.00
Contingency 8%±	<u>4,535.00</u>
Sub-Total	\$15,590.00

GRAND TOTAL	<u>\$61,190.00</u>
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**Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search***

Tuesday, April 22, 2014

Pg 3

DOWNEY, ROBERT SCHAD
HUDSON WI

Year of Birth: 1987
Status: Active
License Number: 2587534
NPN**: 16171611
Effective Date: 12-09-2011
Expiration Date: 10-31-2015
License Type: Resident Intermediary Indv
CE Compliance: 10-31-2015

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Resident	12-09-2011	Active
	Non-Resident	12-09-2011	Inactive
	Non-Resident	03-16-2011	Active
Casualty	Resident	12-09-2011	Active
	Non-Resident	12-09-2011	Inactive
	Non-Resident	03-16-2011	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
American Contractors Indemnity Company	CAS/Inactive	09-29-2011	12-09-2011	Canceled
	SUR/Active	12-12-2011		
American Economy Insurance Company	CAS/Active	12-21-2011		
	PROP/Active	12-21-2011		
American Fire and Casualty Company	CAS/Active	12-21-2011		
	PROP/Active	12-21-2011		
American States Insurance Company	CAS/Active	12-21-2011		
	PROP/Active	12-21-2011		
Berkley Insurance Company	CAS/Active	08-26-2013		
Bond Safeguard Insurance Company	SUR/Inactive	03-24-2011	12-09-2011	Canceled
Citizens Insurance Company of America	CAS/Active	12-28-2011		
	PROP/Active	12-28-2011		
Consolidated Insurance Company	CAS/Active	12-21-2011		
	PROP/Active	12-21-2011		

First National Insurance Company of America	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
First Sealord Surety, Inc.	SUR/Inactive	04-04-2011	12-09-2011		Canceled
General Insurance Company of America	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Granite Re, Inc.	CAS/Inactive	03-22-2011	12-09-2011		Canceled
	SUR/Active	03-21-2012			
Guarantee Company of North America USA, The	CAS/Active	12-28-2011			
Hanover Insurance Company, The	CAS/Active	12-28-2011			
	PROP/Active	12-28-2011			
Hawkeye-Security Insurance Company	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
IMT Insurance Company	CAS/Inactive	06-08-2011	12-09-2011		Canceled
	PROP/Inactive	06-08-2011	12-09-2011		Canceled
Indiana Insurance Company	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Lexon Insurance Company	SUR/Active	12-21-2011			
	SUR/Inactive	03-24-2011	12-09-2011		Canceled
Liberty Mutual Fire Insurance Company	CAS/Active	01-13-2012			
Liberty Mutual Insurance Company	CAS/Active	01-13-2012			
LM Insurance Corporation	CAS/Active	01-13-2012			
Massachusetts Bay Insurance Company	CAS/Active	12-28-2011			
	PROP/Active	12-28-2011			
Merchants Bonding Company (Mutual)	CAS/Active	12-20-2011			
	CAS/Inactive	03-23-2011	12-09-2011		Canceled
Merchants National Bonding, Inc.	CAS/Active	02-06-2013			
Meridian Security Insurance Company	CAS/Active	06-27-2012			
	PROP/Active	06-27-2012			
Milbank Insurance Company	CAS/Active	06-27-2012			
	PROP/Active	06-27-2012			

Netherlands Insurance Company, The	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Ohio Casualty Insurance Company, The	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Ohio Security Insurance Company	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Old Republic Insurance Company	CAS/Active	02-20-2012			
	CAS/Inactive	03-22-2011	12-09-2011		Canceled
Old Republic Surety Company	CAS/Active	02-20-2012			
	CAS/Inactive	03-22-2011	12-09-2011		Canceled
Peerless Indemnity Insurance Company	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Peerless Insurance Company	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
SAFECO Insurance Company of America	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Star Insurance Company	CAS/Inactive	01-03-2012	12-12-2013		Canceled
	CAS/Inactive	04-05-2011	12-09-2011		Canceled
	PROP/Inactive	01-03-2012	12-12-2013		Canceled
	PROP/Inactive	04-05-2011	12-09-2011		Canceled
State Auto Insurance Company of Wisconsin	CAS/Active	06-27-2012			
	PROP/Active	06-27-2012			
State Auto Property and Casualty Insurance Company	CAS/Active	06-27-2012			
	PROP/Active	06-27-2012			
State Automobile Mutual Insurance Company	CAS/Active	06-27-2012			
	PROP/Active	06-27-2012			
U.S. Specialty Insurance Company	CAS/Inactive	09-29-2011	12-09-2011		Canceled
	SUR/Active	12-12-2011			
Wadena Insurance Company	CAS/Inactive	06-08-2011	12-09-2011		Canceled
	PROP/Inactive	06-08-2011	12-09-2011		Canceled
West American Insurance Company	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Western National Mutual Insurance Company	CAS/Active	06-20-2012			
	PROP/Active	06-20-2012			
	SUR/Active	06-20-2012			

Western Surety Company	CAS/Active	01-07-2013		
	CAS/Inactive	03-24-2011	12-09-2011	Canceled

- * Photocopies of this report provided to an insurer should be confirmed on-line for accuracy.
- ** NPN = National Producer Number assigned by the National Insurance Producer Registry to assist with nonresident licensing in the future.

\$56,655.00
FILE

BID OF JANKE GENERAL CONTRACTORS, INC.

2014

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BRITTINGHAM PARK BOAT LAUNCH 2014

CONTRACT NO. 7281

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 29, 2014

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**BRITTINGHAM PARK BOAT LAUNCH 2014
CONTRACT NO. 7281**

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This Proposal, and Agreement have
been prepared by:

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



Robert F. Phillips, P.E., City Engineer

RFP:ls

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:	BRITTINGHAM PARK BOAT LAUNCH 2014
CONTRACT NO.:	7281
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	MARCH 21, 2014
BID SUBMISSION (1:00 P.M.)	MARCH 28, 2014
BID OPEN (1:30 P.M.)	MARCH 28, 2014
PUBLISHED IN WSJ	3/14/14 & 3/21/14

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 - 2014 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/Install
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

BRITTINGHAM PARK BOAT LAUNCH 2014 CONTRACT NO. 7281

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 102.10: 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 and Heavy Construction
- ☐ Sewer, Water, and Tunnel Construction
- ☐ Local Street and Miscellaneous Paving Operations
- ☐ Residential and Agricultural Construction

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 \$54,000 for a single trade contract; or equal to or greater than \$264,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work shall consist of casting a 9-inch reinforced concrete slab boat ramp in Monona Bay at Brittingham Park, removing and replacing a section of an asphalt bike path, and installing a Geoweb soil structure system. All work performed under this contract must be compliant with the terms, conditions, and specifications as noted on the plans and herein.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The Contractor shall note that the Brittingham Park bike path is heavily used by commuters and recreational bikers. The Contractor shall follow actions outlined in Section 107.7, Maintenance of Traffic.

The Contractor shall note that any storage of materials on Brittingham Place is strictly prohibited. Likewise, storage of materials or parking of equipment on the Brittingham Park bike path is prohibited. Any damage caused to City or private property by the storage of materials or equipment will be repaired by the Contractor incidental to the contract.

All curb and gutter shall be protected on Brittingham Place. Damaged curb and gutter shall be replaced by Contractor incidental to contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic control plan is submitted to the office of the City Traffic Engineer at least ten (10) working days prior to the pre-construction meeting.

The Contractor shall provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times. Sidewalks shall be maintained on at least one side of the street at all times.

The Contractor may remove parking within the projects limits as necessary to facilitate construction. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events."

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, 24 hours prior to placement of the plates.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Local and emergency vehicle traffic shall be maintained at all times.

The bike path may be closed for the duration of the project. If the bike path is closed for all or some of the project duration, a signed detour shall be installed prior to closing the bike path. A detour plan is included with the contract documents (plan set, sheet no. 3).

Contact Mark Winter, Traffic Engineering Division, 266-6543, with any questions concerning these traffic control specifications.

SECTION 108.2 PERMITS

The City of Madison has received a DNR Chapter 30 Water Resources Applications for Project Permit (WRAPP – Form 3500-053) in conjunction with a DNR Boat Landing General Permit to construct the boat launch at Brittingham Park. The permit shall be posted at a conspicuous location on the project site for at least five days prior to construction and remaining at least five days after construction.

The Contractor shall meet the conditions of the permit by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid

items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

The Contractor shall be responsible for obtaining any permits required from the Wisconsin Department of Natural Resources for any dewatering systems chosen by the Contractor per the conditions described in Bid Item 50202.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on or before **MAY 19, 2014**, but no earlier than **MAY 16, 2014**. The total time of completion shall be thirty (30) calendar days.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-4094). The Contractor shall be required to limit workdays to 7:00 PM and work shall not be performed on holidays.

BID ITEM 21001 - EROSION CONTROL PLAN & IMPLEMENTATION

In addition to the requirements detailed in Section 210.1(a) the Contractor shall supply a dewatering plan as part of the Erosion Control Implementation Plan. At a minimum the dewatering plan shall include the Contractor's methods, practices, and or devices to perform TYPE II Dewatering per Section 502.1(c) Dewatering in the City of Madison Standard Specifications for Public Works Construction and Wisconsin Department of Natural Resources (WDNR) SOC Technical Standard 1061 Dewatering. The dewatering plan shall also include a copy of any applicable WDNR permits.

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

Excavation Cut shall include but is not limited to removal of existing asphalt from the Brittingham Park bike path; excavation above and below the waterline in the construction of the boat ramp; and excavation for GEOWEB installation. All excavated waste materials shall be hauled off-site and disposed of at no additional cost to the City.

BID ITEM 20221 – TOPSOIL

BID ITEM 20701 – TERRACE SEEDING

BID ITEM 21061 – EROSION MATTING, CLASS I, URBAN TYPE A

Restoration shall be limited to no more than 20 ft on either side of the boat ramp and access way. All restored areas shall have 6 in of topsoil. In area of Geoweb installation, erosion matting shall not be installed directly over Geoweb. Area shall be mulched which is incidental to terrace seeding.

BID ITEM 50202 – TYPE II DEWATERING

DESCRIPTION

Work under this bid item shall include Dewatering Type II, which shall be completed and measured in conformance the City of Madison Standard Specifications for Public Works Construction - 2014 Edition utilizing point wells for dewatering. As some construction work will be required below the water line, dewatering will be required to achieve a safe, dry work space.

WDNR permitting necessary for Type II dewatering is the responsibility of the contractor. The Contractor shall note that the discharge generated by Dewatering Type II may contain low levels of contamination based on historical property use in this area. WDNR permitting for Dewatering Type II may require a Wisconsin Pollutant Discharge Elimination System (WPDES) permit. It is anticipated if the WDNR requires a WPDES permit, the discharge will likely be required to be routed to the sanitary sewer system.

The Contractor is responsible to obtain all permits and comply with the conditions of those permits as prescribed by WDNR.

METHOD OF MEASUREMENT

Dewatering shall be measured by the lump sum for all dewatering necessary throughout construction.

BASIS OF PAYMENT

Dewatering shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

BID ITEM 90030 – LAKE CONTROL PLAN & IMPLEMENTATION

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals required to prepare a storm control plan and to implement the approved plan. This plan shall include dry weather, wet weather and backwater flow control contingencies. The Contractor shall submit to the project engineer a plan that details how lake water flow will be managed and/or diverted during casting of the 9-in concrete launch. The approved methodology shall be installed prior to any concrete work. Any work, materials, and incidentals necessary to repair and restore the site due to the Lake Control Implementation shall be considered incidental to this bid item.

Existing conditions are that a portion of the planned boat launch location is underwater. During the first phase of the storm control plan, the contractor shall address holding the Monona Bay water back (i.e. installing a coffer dam).

The Contractor is advised that sustained high water levels in Lake Monona are possible. Lake level data is available from Dane County at:

<http://www.countyofdane.com/lwr/landconservation/lakelevelsearchpg.aspx>

Note that Dane County lake level data is reported in feet above NGVD 29 datum. The conversion to the project datum from NGVD 29 is as follows.

Elevation above NGVD29 – 845.68 ft = Elevation above Project Datum

METHOD OF MEASUREMENT

Lake Control and Implementation Plan shall be measured as a lump sum bid item.

BASIS OF PAYMENT

Lake Control and Implementation Plan, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90031 – TURBIDITY BARRIER

DESCRIPTION

A turbidity barrier shall be installed per the Wisconsin Department of Natural Resources Conservation Practice Standard 1069 (http://dnr.wi.gov/topic/stormwater/documents/TurbidityBarrier_1069_.pdf). Work includes installation, maintenance and removal of the barrier.

METHOD OF MEASUREMENT

Turbidity Barrier shall be measured by the lineal foot acceptably installed.

BASIS OF PAYMENT

Turbidity Barrier measured as described above shall be full payment for all work, materials and incidentals required to complete the work in accordance with the description.

BID ITEM 90032 – ENTRANCE POSTS

DESCRIPTION

This item includes all necessary work, equipment, labor, and incidentals required to install and construct 2 (two) 3-in diameter galvanized posts at the entrance of each boat launch. The galvanized post shall be installed a minimum of 2 ft deep and be embedded in concrete. The post shall extend 3 ft above ground level and include a top cap. This shall also include a metal loop to provide a chain connection between the two posts.

METHOD OF MEASUREMENT

Entrance Posts shall be measured by the lump sum for the completed work as described above.

BASIS OF PAYMENT

Entrance Posts shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

BID ITEM 90033 – HEAVY RIPRAP SALVAGING & REPLACEMENT

DESCRIPTION

Heavy Riprap Salvaging & Replacement shall include the removal and placement of salvaged riprap at the locations specified on the plan set and in accord with these Special Provisions. Stone shall be laid with close, broken joints and shall be firmly bedded in the slope and against the adjoining stones. The stones shall be laid perpendicular to the slopes with ends in contact. The riprap shall be thoroughly compacted as construction progresses and the finished surface shall present an even, tight surface. The larger stone shall be placed in lower course. Interstices between stones shall be chinked with spalls firmly rammed into places.

As part of salvaging and replacement activity, it is assumed some loss of material will occur. This item shall include providing and installing new heavy riprap to account for construction activity loss.

The riprap shall be placed as shown on the plan, as directed by the Engineer in the field, and as called out in these Special Provisions. Unless otherwise provided, the riprap bed shall be at least 18 inches thick, measured perpendicular to the slope. All excess riprap shall be used on site.

Contractor shall note that "mow edge" cut stone shall be salvaged and replaced along the top of riprap.

METHOD OF MEASUREMENT

Heavy Riprap Salvaging & Replacement shall be by the square yard acceptably installed.

BASIS OF PAYMENT

Heavy Riprap Salvaging & Replacement shall be paid at the contract price for work as described and measured above which shall be full compensation for all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90034 – 9-INCH CONCRETE LAUNCH

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary to install a 9-in concrete slab as identified in the plan set and the direction provided in these special provisions. Placement and installation of the concrete slab shall conform to Part III of the City of Madison Standard Specifications for Public Works Construction, 2014. Included in this bid item shall be #4 rebar spaced 1 ft in both directions.

METHOD OF MEASUREMENT

9-Inch Concrete Launch, as described above shall be measured by square yard as installed in the field.

BASIS OF PAYMENT

9-Inch Concrete Launch, as measured above, shall be full compensation for all work, materials and incidentals to complete the work as described above.

BID ITEM 90035 – GEOWEB ACCESS

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary to install access through the grass to the boat launch in accordance with the details provided in the plan set and the direction provided in these special provisions. The path shall contain a 6-in GEOWEB filled with topsoil, which shall be paid under Item 20221, Topsoil. Seed, mulch, and fertilizer shall be paid under Bid Item 20701, Terrace Seeding. The GEOWEB-GW30V (included in this bid item) shall be 20 feet wide and installed in accordance with the manufactures specifications. Equivalent product may be used if approved by the City Engineer.

METHOD OF MEASUREMENT

Geoweb Access, as described above shall be measured by square yard as installed in the field.

BASIS OF PAYMENT

Geoweb Access, as measured above, shall be full compensation for all work, materials and incidentals to complete the work as described above.

BID ITEM 90036 – FENCE SAFETY

DESCRIPTION

This special provision describes constructing a plastic fence between the construction zone and all sidewalk, or as directed by the Engineer and as hereinafter provided. Fence shall extend to the ground to be detectable by cane for the blind.

MATERIALS

Provide notched conventional metal "T" or "U" shaped fence posts.

Provide fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh opening:	1-inch min to 3-inch max
Resin/construction:	High density polyethylene diamond mesh
Service temperature:	-60° F to 200° F (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)

Ultimate tensile strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at break (%):	Greater than 100% (ASTM D638)
Chemical resistance:	Inert to most chemicals and acids

CONSTRUCTION

Drive posts into the ground 12 to 18 in or use other Engineer approved method to secure posts. Space posts at 7 ft.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging. Overlap two rolls at a post and secure with wire ties.

METHOD OF MEASUREMENT

The department will measure Fence Safety by the linear foot along the base of the fence, center to center of posts. Fence moved or removed and replaced for construction activities will not be measured and paid again.

BASIS OF PAYMENT

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE BRITTINGHAM PRK BOAT LAUNCH 2014

CONTRACT NO. 7281

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.

1. 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 - 2014 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. _____ through _____ 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)
2. 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.
3. 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.
4. 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).
5. I hereby certify that all statements herein are made on behalf of Janke General Contractors, Inc. (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 _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

Steve J. Janke

TITLE, IF ANY

Sworn and subscribed to before me this 28 day of March, 2014.

(Notary Public or other officer authorized to administer oaths)

My Commission Expires May 4, 2014

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

SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

BRITTINGHAM PARK BOAT LAUNCH 2014 CONTRACT NO. 7281

State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

Disclosure of Ownership

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) and 103.49(7)(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), Wisconsin Statutes. 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 P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer

Steve J. Janke

Signature of Authorized Officer

Date Signed

03/28/2014

Name of Corporation, Partnership or Sole Proprietorship

Janke General Contractors, Inc.

Street Address or P O Box

1223 River View Lane

City

Athens

State

WI

Zip Code

54411

If you have any questions call (608) 266-0028

ERD-7777-E (R. 09/2003)

**BRITTINGHAM PARK BOAT LAUNCH 2014
CONTRACT NO. 7281**

Best Value Contracting

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

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 & FROST)
- ☐ IRON WORKER
- ☐ IRON WORKER (ASSEMBLER, METAL BLDGS)
- ☐ PAINTER & DECORATOR
- ☐ PLASTERER
- ☐ PLUMBER
- ☐ RESIDENTIAL ELECTRICIAN
- ☐ ROOFER & WATER PROOFER
- ☐ SHEET METAL WORKER
- ☐ SPRINKLER FITTER
- ☐ STEAMFITTER
- ☐ STEAMFITTER (REFRIGERATION)
- ☐ STEAMFITTER (SERVICE)
- ☐ TAPER & FINISHER
- ☐ TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- ☐ TILE SETTER

Section B: Proposal Page

Item Code	Description	Quantity	Units	Unit Price	Total
10701	TRAFFIC CONTROL	1	LS	1,600	1,600
10911	MOBILIZATION	1	LS	9,000	9,000
20101	EXCAVATION CUT	82	C.Y.	34	2,788
20217	CLEAR STONE	50	TN	31	1,550
20221	TOPSOIL (6 INCH)	240	S.Y.	10	2,400
20233	RIPRAP FILTER FABRIC, TYPE HR	14	S.Y.	23	322
20303	SAWCUT BITUMINOUS PAVEMENT	27	L.F.	27	729
20701	TERRACE SEEDING	240	S.Y.	4	960
21001	EROSION CONTROL PLAN & IMPLEMENTATION	1	LS	290	290
21017	SILT SOCK (8 INCH) - COMPLETE	24	L.F.	8	192
21061	EROSION MATTING, CLASS I, URBAN TYPE A	175	S.Y.	4	700
40102	CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 (UNDISTRIBUTED)	10	TN	73	730
40201	HMA PAVEMENT TYPE E-0.3	12	TN	135	1,620
50202	TYPE II DEWATERING	1	LS	15,500	15,500
90030	LAKE CONTROL PLAN & IMPLEMENTATION	1	LS	285	285
90031	TURBIDITY BARRIER	85	L.F.	21	1,785
90032	ENTRANCE POSTS	1	LS	486	486
90033	HEAVY RIPRAP SALVAGING & REPLACEMENT	14	S.Y.	151	2,114
90034	9-INCH CONCRETE LAUNCH	76	S.Y.	109	8,284
90035	GEOWEB ACCESS	62	S.Y.	60	3,720
90036	FENCE SAFETY	100	L.F.	16	1,600

TOTAL BID AMOUNT

56,655.00

✓
OK
AMB

** Old Republic Insurance Company

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Janke General Contractors, Inc. (a corporation of the State of Wisconsin) (individual), (partnership), hereinafter referred to as the "Principal") and ** a corporation of the State of PA (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.

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:


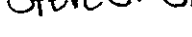
BRITTINGHAM PARK BOAT LAUNCH 2014

CONTRACT NO. 7281

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.

Seal Janke General Contractors, Inc.
Principal
By: 
Steve J. Janke, President
Old Republic Insurance Company
Name of Surety
By: 
Robert Downey, Attorney-in-Fact
March 28, 2014
Date
March 24, 2014
Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2587534 for the year 2014, 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.

March 24, 2014	J. Ryan Bonding, Inc.
Date	Agent
	2920 Enloe Street
	Address
	Hudson, WI 54016
	City, State and Zip Code
	800-535-0006
	Telephone Number

The bid submitted which this bond guarantees may be rejected if the following instrument is not attached to this bond:

G-2



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, OF HUDSON, WI

Its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF
TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE
OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on May 12, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on May 12, 2010.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed twenty million dollars (\$20,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of OCTOBER, 2013.

OLD REPUBLIC INSURANCE COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30TH day of OCTOBER, 2013, personally came before me, ALAN PAVLIC and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/14

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5172

Signed and sealed at the City of Brookfield, WI this

24th day of MARCH, 2014



James E. Chermak
Assistant Secretary

J. RYAN BONDING, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

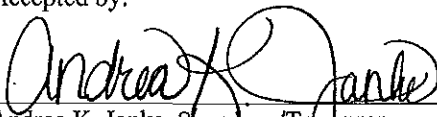


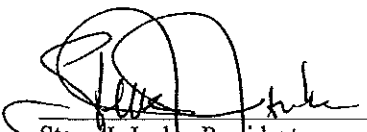
To Whom It May Concern:

RESOLUTION OF AUTHORITY

Adopted at Board of Directors meeting on March 19, 2001, be is resolved that Steve J. Janke, the President of the Corporation is hereby authorized and empowered to execute contracts on behalf of the Corporation, and that this resolution shall continue in force and effect until modified or rescinded by subsequent action of the Stockholders or of the Board of Directors of the Corporation.

Accepted by:


Andrea K. Janke, Secretary/Treasurer


Steve J. Janke, President
Janke General Contractors, Inc.

Subscribed and sworn to before me this 28th
Day of March, 2014.


Notary

Exp. Date May 4, 2014

SECTION H: AGREEMENT

THIS AGREEMENT made this 30 day of April in the year Two Thousand and Fourteen between JANKE GENERAL CONTRACTORS, INC. 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 APRIL 29, 2014, 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:

BRITTINGHAM PARK BOAT LAUNCH 2014 CONTRACT NO. 7281

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 FIFTY-SIX THOUSAND SIX HUNDRED FIFTY-FIVE (\$56,655.00) 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.

Evidence of Compliance by Agent and Subcontractor. Each agent and subcontractor shall file with the Contractor, upon completion of their portion of the work on the contract an affidavit stating that all the provisions of Sec. 66.0903(3), Wis. Stats., have been fully complied with and 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 shall be kept and the name, address and telephone number of the person who shall 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.

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.)

**BRITTINGHAM PARK BOAT LAUNCH 2014
CONTRACT NO. 7281**


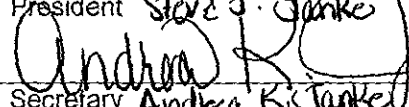
IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:


Witness Russell J. Janke 4-30-14
Date

Witness Laura Ford 4-30-14
Date

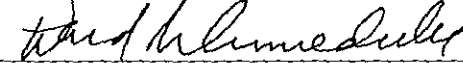
JANKE GENERAL CONTRACTORS, INC.

Company Name



President Steve J. Janke 4-30-14
Date

Secretary Andrea K. Janke 4-30-14
Date

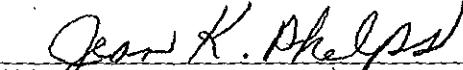
CITY OF MADISON, WISCONSIN

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

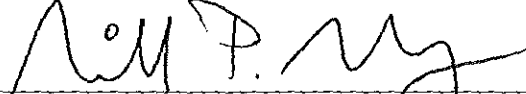

Finance Director

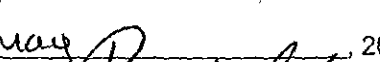
Signed this 16th day of May



Witness

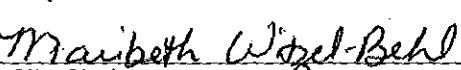

Witness

Approved as to form:


City Attorney


Mayor


Date 5-16-14


City Clerk

Date 5-1-14

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we JANKE GENERAL CONTRACTORS, INC. as principal, and Old Republic Insurance Company Company of PA as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FIFTY-SIX THOUSAND SIX HUNDRED FIFTY-FIVE (\$56,655.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

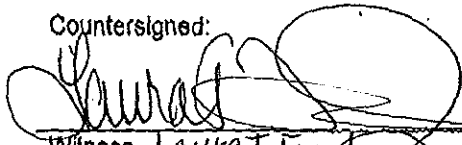
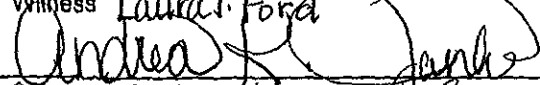
The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**BRITTINGHAM PARK BOAT LAUNCH 2014
CONTRACT NO. 7281**

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 30th day of April, 2014

Countersigned:


Witness Laura T. Ford

Secretary Andrea K. Janke, Secretary/
Treasurer

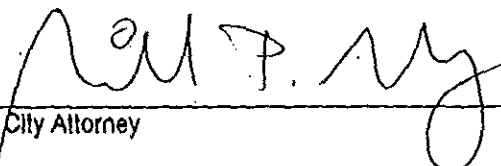
JANKE GENERAL CONTRACTORS, INC.

Company Name (Principal)


President Steve B. Janke

Seal

Approved as to form:


City Attorney

Old Republic Insurance Company


Surety

☒ Salary Employee

☐ Commission

Seal


By

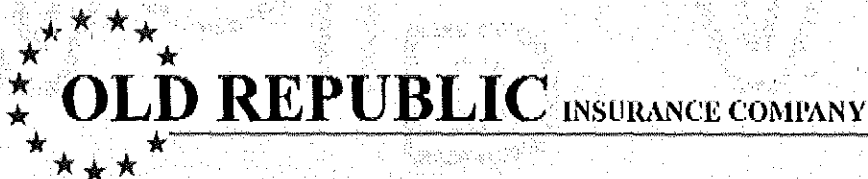

Attorney-in-Fact Robert Downey

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2587534 for the year 2014, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

April 30th, 2014

Date


Agent Signature Robert Downey



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S DOWNEY, CONNIE SMITH, OF HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF
TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE
OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on May 12, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on May 12, 2010.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed twenty million dollars (\$20,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of OCTOBER, 2013.

OLD REPUBLIC INSURANCE COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30TH day of OCTOBER, 2013, personally came before me, ALAN PAVLIC and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/14

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5172

Signed and sealed at the City of Brookfield, WI this

30 day of April, 2014



J. RYAN BONDING, INC.

James E. Channing
Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS

SECTION J: PREVAILING WAGE RATES

Not Applicable