

Contract Routing Form

printed on: 05/15/2017

ROUTING: Routine

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

Project: 2017 Brittingham Park Accessible Playground

Contract No.: 7927
Enactment No.: RES-17-00361
Dollar Amount: 237,549.45

File No.: 46828
Enactment Date: 05/08/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-15-2017	5-15-2017
Director of Civil Rights	5.16.17	6-5-17 FNS
Risk Manager	6-5-17	6/5/17 RN
Finance Director	6-6-17	6/6/17 mcr
City Attorney	6-8-17	6-8-17
Mayor	6.8.17	6.12.17

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

Original + 2 Copies

05/15/2017 14:16:08 enjls - Kate Kane 261-9671

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: 237,549.45
AA Plan: ~~EXPIRED~~ Approved
Amendment / Addendum # N/A
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt

[Sign In](#)[Legislative Information Center Home](#)[Legislation](#)[Meetings](#)[Common Council](#)[Boards, Commissions and Committees](#)[Members](#)[Share](#) [RSS](#) [Alerts](#)[Details](#)[Reports](#)

File #: 46828 Version: 1

Name:

Awarding Public
Works Contract No.
7927, 2017
Brittingham Park
Accessible
Playground.

Type: Resolution

Status:

Passed

File created: 4/11/2017

In control:

BOARD OF PUBLIC
WORKS

On agenda: 5/2/2017

Final action:

5/2/2017

Enactment date: 5/8/2017

Enactment #:

RES-17-00361

Title:

Awarding Public Works Contract No. 7927, 2017 Brittingham Park Accessible
Playground.

Sponsors:

BOARD OF PUBLIC WORKS

Attachments:

1. Contract 7927.pdf[History \(3\)](#)[Text](#)

3 records		Group	Export			
Date	Ver.	Action By	Action	Result	Action Details	Watch
5/2/2017	1	COMMON COUNCIL			Not available	Not available
4/19/2017	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER		<u>Action details</u>	Not available
4/12/2017	1	Engineering Division	Refer		<u>Action details</u>	Not available

SPR

PROJECT	CONTRACTOR	AMOUNT OF BID
---------	------------	---------------

CONTRACT NO. 7927
2017 BRITTINGHAM PARK ACCESSIBLE PLAYGROUND

MADISON COMMERCIAL LANDSCAPES INC.

\$237,549.45

Acct. No. 10642-51-130:54250 (98863)	\$215,000.00
--------------------------------------	--------------

Acct. No. 17440-51-130:54250 (98863)	\$22,549.45
Contingency	<u>19,003.55</u>
Sub-Total	\$41,553.00

GRAND TOTAL	<u>\$256,553.00</u>
-------------	---------------------

Demographics

Company Name: American Contractors Indemnity Company**Short Name:****SBS Company Number:** 54219113**NAIC CoCode:** 10216**FEIN:** 95-4290651**Domicile Type:** Foreign**State of Domicile:** California**Country of Domicile:** United States**NAIC Group Number:** 3098 - Tokio Marine Holdings Inc GRP**Organization Type:** Stock**Date of Incorporation:** 09/25/1990**Merger Flag:** No

Address

Business Address

801 S Figueroa St Ste 700

Los Angeles, CA 90017

United States

Mailing Address

801 S FIGUEROA ST STE 700

LOS ANGELES, CA 90017

United States

Statutory Home Office Address

801 S Figueroa St STE 700

Los Angeles, CA 90017

United States

Main Administrative Office Address

801 S Figueroa St STE 700

Los Angeles, CA 90017

United States

Phone, E-mail, Website

Phone

Type	Number
Business Primary Phone	(310) 649-0990
Business Fax Phone	(310) 649-1061
Mailing Primary Phone	(310) 649-0990
Mailing Fax Phone	(310) 649-1061
Statutory Home Office Primary Phone	(310) 649-0990
Statutory Home Office Fax Phone	(310) 649-1061

© 2017 National Association of Insurance Commissioners. All rights reserved.

Company Type

Company Type: Property and Casualty**Status:** Active**Status Reason:****Status Date:** 07/24/2003**Effective Date:** 07/24/2003**Legacy State ID:** 111179**Issue Date:** 07/24/2003**Approval Date:****File Date:****Articles of Incorporation Received:** No**Article No:****COA Number:**

Appointments



crawford

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
JEREMY CRAWFORD	7234863	7234863	Intermediary (Agent) Individual	Casualty	11/30/2007	03/01/2017	02/28/2018

First

Previous

1

Next

Last

Line Of Business

Contact

 Filter

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Business Address NATIONAL REGISTERED AGENTS INC 301 S BEDFORD ST STE 1 MADISON, WI 53703 United States

First Previous 1 Next Last

Company Merger

No results found.

Name Change History

 Filter

© 2017 National Association of Insurance Commissioners. All rights reserved.

Previous Name	New Name	Effective Date
	American Contractors Indemnity Company	
	First	Previous
		1
		Next
		Last

Name: CRAWFORD, JEREMY JOHN
 NPN: 7234863
 Domicile State: Minnesota
 Domicile Country: United States
 Resident? No
 Business Address: GOLDEN VALLEY, MN 55422

<u>Company Name</u>	<u>FEIN</u>	<u>NAIC CoCode</u>	<u>License Type</u>	<u>Line of Authority</u>	<u>Appointment Date</u>	<u>Appointment Effective Date</u>	<u>Appointment Expiration Date</u>
American Contractors Indemnity Company	95-4290651	10216	Intermediary (Agent) Individual	Casualty	11/30/2007	3/1/2017	2/28/2018
Capitol Indemnity Corporation	39-0971527	10472	Intermediary (Agent) Individual	Casualty	1/6/2010	3/1/2017	2/28/2018
Capitol Indemnity Corporation	39-0971527	10472	Intermediary (Agent) Individual	Property	1/6/2010	3/1/2017	2/28/2018
Philadelphia Indemnity Insurance Company	23-1738402	18058	Intermediary (Agent) Individual	Casualty	11/12/2013	3/1/2017	2/28/2018
Philadelphia Indemnity Insurance Company	23-1738402	18058	Intermediary (Agent) Individual	Property	11/12/2013	3/1/2017	2/28/2018
Platte River Insurance Company	56-0997453	18619	Intermediary (Agent) Individual	Casualty	1/6/2010	3/1/2017	2/28/2018
Platte River Insurance Company	56-0997453	18619	Intermediary (Agent) Individual	Property	1/6/2010	3/1/2017	2/28/2018
Lexon Insurance Company	76-0128873	13307	Intermediary (Agent) Individual	Casualty	12/6/2016	3/1/2017	2/28/2018
Hartford Fire Insurance Company	06-0383750	19682	Intermediary (Agent) Individual	Casualty	2/8/2016	3/1/2017	2/28/2018
Hartford Fire Insurance Company	06-0383750	19682	Intermediary (Agent) Individual	Property	2/8/2016	3/1/2017	2/28/2018
Hudson Insurance Company	13-5150451	25054	Intermediary (Agent) Individual	Casualty	10/16/2013	3/1/2017	2/28/2018
Hudson Insurance Company	13-5150451	25054	Intermediary (Agent) Individual	Property	10/16/2013	3/1/2017	2/28/2018
Guarantee Company of North America USA, The	38-2907623	36650	Intermediary (Agent) Individual	Casualty	6/27/2014	3/1/2017	2/28/2018
U.S. Specialty Insurance Company	52-1504975	29599	Intermediary (Agent) Individual	Casualty	12/1/2009	3/1/2017	2/28/2018

\$237,549.45
FILE

BID OF MADISON COMMERCIAL LANDSCAPES INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2017 BRITTINGHAM PARK ACCESSIBLE PLAYGROUND

CONTRACT NO. 7927

MUNIS NO. 17440-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 2, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**2017 BRITTINGHAM PARK ACCESSIBLE PLAYGROUND
CONTRACT NO. 7927**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS	A-1
SECTION B: PROPOSAL SECTION	B-1
SECTION C: SMALL BUSINESS ENTERPRISE	C-1
SECTION D: SPECIAL PROVISIONS	D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENT	E-1
SECTION F: BEST VALUE CONTRACTING	F-1
SECTION G: BID BOND	G-1
SECTION H: AGREEMENT	H-1
SECTION I: PAYMENT AND PERFORMANCE BOND	I-1

This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendent

EK:KK

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:	2017 BRITTINGHAM PARK ACCESSIBLE PLAYGROUND
CONTRACT NO.:	7927
SBE GOAL	6%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	3/31/2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	3/31/2017
BID SUBMISSION (1:00 P.M.)	4/7/2017
BID OPEN (1:30 P.M.)	4/7/2017
PUBLISHED IN WSJ	3/17/2017, 3/24/2017 & 3/31/2017

PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available 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 - 2017 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.

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.

MINOR DISCREPANCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

**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
246 ☐ Ecological Restoration
250 ☐ Landscaping, Site and Street
251 ☐ Parking Ramp Maintenance
252 ☐ Pavement Marking
255 ☐ Pavement Sealcoating and Crack Sealing
260 ☐ Petroleum Above/Below Ground Storage Tank Removal/Installation
262 ☒ Playground Installer

- 265 ☐ Retaining Walls, Precast Modular Units
270 ☐ Retaining Walls, Reinforced Concrete
275 ☐ Sanitary, Storm Sewer and Water Main Construction
276 ☐ Sawcutting
280 ☐ Sewer Lateral Drain Cleaning/Internal TV Insp.
285 ☐ Sewer Lining
290 ☐ Sewer Pipe Bursting
295 ☐ Soil Borings
300 ☐ Soil Nailing
305 ☐ Storm & Sanitary Sewer Laterals & Water Svc.
310 ☐ Street Construction
315 ☐ Street Lighting
318 ☐ Tennis Court Resurfacing
320 ☐ Traffic Signals
325 ☐ Traffic Signing & Marking
332 ☐ Tree pruning/removal
333 ☐ Tree, pesticide treatment of
335 ☐ Trucking
340 ☐ Utility Transmission Lines including Natural Gas, Electrical & Communications
399 ☒ Other Poured-In-Place Playground Surfacing Installer

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

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

2.2 Contract Compliance

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDDir.cfm.

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/dcr/aaTBDDir.cfm. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid. This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

SECTION D: SPECIAL PROVISIONS

2017 BRITTINGHAM PARK ACCESSIBLE PLAYGROUND CONTRACT NO. 7927

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

To be eligible to bid, a bidder must be Pre-qualified in either category 262 Playground Installer or Category 399 Poured-In-Place Playground Surfacing Installer.

To be awarded the bid, any combination of the General Contractor and subcontractor must be prequalified in both categories 262 Playground Installer and 399 Poured-In-Place Playground Surfacing Installer. Those allowable combinations are as follows:

1) General Contractor (bidder) is presently prequalified in both Category 262 Playground Installer and Category 399 Poured-In-Place Playground Surfacing Installer.

2) General Contractor (bidder) is presently pre-qualified in Category 262 Playground Installer and his / her subcontractor becomes prequalified in Category 399 Poured-In-Place Surfacing Installer, within 5 business days following the bid opening and prior to consideration of the bid by the Board of Public Works.

3) General Contractor (bidder) is presently pre-qualified in Category 399 Poured-In-Place Surfacing Installer and his / her subcontractor becomes prequalified in Category 262 Playground Installer, within 5 business days following the bid opening and prior to consideration by the Board of Public Works.

All bidders and subcontractors should become familiar with the requirements to become prequalified, if bidding under #2 or #3 above. The Technical Requirements to meet for Category 399 Poured-In-Place Surfacing Installer are listed at the end of this specification. If bidding under #2 or #3 above, the General Contractor shall provide the name of the respective sub-contractor that will be attempting to become prequalified. This submittal shall be made within 1 working day of bid opening, to Project Manager Kate Kane (608-261-9671 or kkane@cityofmadison.com) at the City of Madison Parks Department.

PRE-QUALIFICATION SUBMISSION REQUIREMENTS FOR CATEGORY #399 POURED-IN-PLACE PLAYGROUND SURFACING INSTALLER:

The scope of the installation at the 2017 Brittingham Park Accessible Playground requires extensive knowledge in the installation of poured-in-place playground surfacing systems. The Contractor in this category must have experience with installation of poured-in-place playground surfacing projects of similar scope and scale to the work described in the plans and specifications.

A resumé of qualifications shall be submitted to determine if the Contractor performing the work will be prequalified under item #399, Other: Poured-In-Place Playground Surfacing Installer.

To become prequalified in this Category, The Contractor must have prior poured-in-place playground surfacing installation experience.

Along with the Prequalification application, the Contractor shall submit the following:

1. Provide a minimum of 5 projects that include installation of poured-in-place playground safety surfacing and have employed personnel that will also be used on this project.
2. Provide three (3) references who can attest to the work performed on the projects cited above.
3. Proof of certification and/or training by the manufacturer of the proposed playground surfacing system.

Submission of the above information does not constitute qualification. Qualification may be denied for other portions of the prequalification application.

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 \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104: SCOPE OF WORK

This project consists of installation of new playground equipment, poured-in-place rubber playground surfacing and concrete curb edge restraint, associated site and playground amenities, removal of existing storm utilities and installation of asphalt paths at Brittingham Park.

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

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

SECTION 105.1: AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such

decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

The City of Madison shall be responsible for setting all lines and/or grades required to complete the work for the 2017 Brittingham Park Accessible Playground. Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at (608) 658-3087.

SECTION 105.12: COOPERATION BY CONTRACTOR

The Contractor shall be required to contact the City of Madison Playground Construction Inspector Andy Peters at (608) 220-6501 to remove existing play equipment least 7 business days in advance of starting construction.

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for the site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608)658-3087 / fax (608)267-1162).

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

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

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of all construction activities.

SECTION 107.13: TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection.

The intent of this design is to minimize the damage to those trees that remain following construction. Trees that must be protected are designated on the plans. It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete the work, and care must be taken in these areas. For trees where construction operations, including grading, stone

placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative.

Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

Protection of these trees shall be paid under BID ITEM 10803 – ROOT CUTTING.

SECTION 108.2: PERMITS

The following permits have been applied for by the City of Madison for the site:

1. WI-DNR WRAPP Water Resources Application for Project Permit (formerly known as a Notice of Intent NOI)
2. City of Madison Erosion Control Permit
3. City of Madison Stormwater Management Permit

It shall be the responsibility of the Contractor to obtain the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Wisconsin DNR Dewatering

All permit costs shall be considered incidental to the Mobilization bid item for the Contract.

The Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction.

The Contractor shall note that street sweeping shall be incidental to this contract and will not be paid as a separate bid item. The Contractor is responsible for cleaning any material tracked into street or parking lot.

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

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

SECTION 109.2: PROSECUTION OF THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Engineer in writing.

SECTION 109.7: TIME OF COMPLETION

The Contractor shall begin work on the 2017 Brittingham Park Accessible Playground on or before June 12, 2017 and shall be completed by September 15, 2017.

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page, and will not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer.

BID ITEM 10803 - ROOT CUTTING

DESCRIPTION

Work under this item shall include all costs associated root cutting as described in special provision Section 107.13 Tree Protection Specifications.

METHOD OF MEASUREMENT

Root Cutting shall be measured per each individual tree marked NRC on the plan.

BASIS OF PAYMENT

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

BID ITEM 10911 - MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment, storage of materials, and staging shall be allowed within project limits as shown on plans. The Contractor may only enter the construction site through the construction entrance as shown on the plans. THE CONTRACTOR MAY NOT DRIVE OR STORE EQUIPMENT ON ANY PORTION OF THE PARK OUTSIDE THE CONSTRUCTION LIMITS UNLESS INDICATED OTHERWISE ON PLANS OR DIRECTED IN THE FIELD.

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

METHOD OF MEASUREMENT

Mobilization shall be paid as a lump sum.

BASIS OF PAYMENT

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

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

Excavation Cut shall consist of the loosening, loading, hauling and disposal of all materials, except the existing pea gravel playground surfacing which shall be paid for under BID ITEM 20103 - EXCAVATION CUT – PEA GRAVEL. Excavation cut shall be in accordance with Article 201 of the Standard Specifications.

The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models. Cut and fill quantities have been determined based on an estimated existing playground surface depth of 17". No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor is responsible to review attached earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

The proposal quantity was computed by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, placement of six (6) inches of proposed topsoil, and placement of four (4) inches of poured-in-place playground surfacing with four (4) inches of gravel base course.

Excess excavated material deemed unusable shall be disposed of at a suitable location determined by the Contractor at no additional cost to the City of Madison.

Suitable materials (to be determined by the Engineer) may be reused as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is included in this bid item.

Any additional undercut required due to field conditions shall be paid for at the Excavation Cut unit bid price.

Test rolling for undercut determination is required at all playground sites and is incidental to this bid item.

Final playground subgrade must be within +/- 1". The Contractor shall contact the Engineer to proof subgrade prior to installation of aggregate base course.

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

METHOD OF MEASUREMENT

Excavation Cut shall be measured by the cubic yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 20103 – EXCAVATION CUT - PEA GRAVEL

DESCRIPTION

Excavation Cut – Pea Gravel shall consist of the loosening, loading, hauling and disposal of the existing pea gravel playground surfacing as identified on the plans per Article 201 of the Standard Specifications. The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models. Cut and fill quantities have been determined based on an estimated existing playground surface depth of 17". No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor is responsible to review attached earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

The proposal quantity was computed by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for excavation of seventeen (17) inches of existing playground surfacing.

Excess material shall be disposed offsite at a location to be determined and provided by the City at no extra cost to the City. Double handling and stockpiling pea gravel is included in this bid item. Contractor to note all excavated areas shall be filled at the end of each work day. No excavated areas shall be "open" during non-work hours.

METHOD OF MEASUREMENT

Excavation Cut – Pea Gravel within the limits shown on the plans shall be measured by the cubic yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 20201 - FILL

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to import and distribute fill to meet proposed subgrade. Fill shall comply with material described in Article 202 of the Standard Specifications.

The fill quantities for this contract have been computed by Microstation InRoads surface data volume. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, excavation of seventeen (17) inches of existing playground surfacing, placement of six (6) inches of proposed topsoil, and placement of four (4) inches of poured-in-place playground surfacing and four (4) inches of gravel base course for playground surfacing.

Distribution of fill made available through excavation cut shall be incidental to BID ITEM 20101 EXCAVATION CUT.

Double handling, stockpiling and placing fill is included in this bid item.

METHOD OF MEASUREMENT

Fill shall be measured by the cubic yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 20217 – CLEAR STONE

DESCRIPTION

This item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21011 – CONSTRUCTION ENTRANCE.

METHOD OF MEASUREMENT

Clear Stone shall be measured by the ton as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 20221 - TOPSOIL

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to distribute, dispose and/or place topsoil to meet proposed grades. Topsoil shall comply with Article 202 of the Standard Specifications.

Stripped topsoil can be stockpiled on site within the construction fence boundary. Stripped topsoil quantities are identified in the Plans under Design Calculations and in the proposal page.

The topsoil quantities for this contract have been computed by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, seventeen (17) inches of existing playground surfacing, and placement of six (6) inches of proposed topsoil. Any additional topsoil material required beyond quantity available through stripped topsoil are included in the quantities for this bid item. The estimated quantity of topsoil that will need to be imported is: 66 SY.

Excess topsoil shall be disposed offsite at a location to be determined and provided by the City at no extra cost to the City or shall be used as import. The location shall be within the City of Madison. Double handling, stockpiling and placing topsoil is included in this bid item.

Contractor to note - the City of Madison Parks Division is to be called to inspect and approve the finish grade prior to seeding and mulching.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 20701 – TERRACE SEEDING

DESCRIPTION

This work shall consist of preparing seed beds, furnishing and sowing the required seed, furnishing and applying the required stabilizers, fertilizer, and mulching material on all disturbed areas including areas damaged by construction activities, in accordance with Article 207 of the Standard Specifications. Seed mixture shall be either in whole, or a mixture of the City of Madison sun terrace mix and shade terrace mix applied appropriately based on shady and sunny areas of the site.

Since construction is limited to within the construction fence, no additional compensation shall be given for seeding quantities beyond what is specified in this contract.

Contractor to note – the City of Madison Playground Construction Inspector shall be called to inspect and approve the finish grade prior to seeding and mulching.

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 21017 - SILT SOCK (8 INCH) - COMPLETE

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install, maintain and remove silt sock at locations shown on the plans and around any subsoil/topsoil staging piles and to install, maintain and remove additional undistributed silt sock as a precautionary measure to address emergency erosion control.

METHOD OF MEASUREMENT

Silt Sock (8 inch) – Complete, shall be measured by linear foot for the completed work as described above.

BASIS OF PAYMENT

Silt Sock (8 inch) – Complete, shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

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

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to install Erosion Matting, Class I Urban Type A on all seeded disturbed areas as noted in the plans.

The Class and Type requirements match those of the Wisconsin Department of Transportation Product Acceptability List (PAL) nomenclature. Products listed in the PAL as Class I Urban Type A are all 100 percent biodegradable, and therefore do not need to be designated ORGANIC.

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

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

Erosion Matting, Class I Urban Type A shall be installed correctly with correct anchorage, staple pattern, and overlap. To verify the staple pattern, the Contractor shall provide to the Engineer a manufacturer's recommended staple pattern for the type of matting installed.

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

METHOD OF MEASUREMENT

Erosion Matting, Class I Urban Type A shall be measured by the square yard quantity as listed in the proposal page without measurement thereof, not including run out and overlap.

BASIS OF PAYMENT

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

BID ITEM 30304 – CONCRETE BORDER

DESCRIPTION

All concrete work shall comply with Part III of the Standard Specifications for Public Works Construction (2017 Edition). This work consists of furnishing and installing concrete border edge restraint including forming, reinforcing, concrete, and finishing in accordance with the plans and details. Crushed aggregate base course shall be paid separately under BID ITEM 40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2. Concrete wash-out area shall be considered incidental to this bid item.

The following items are incidental to this bid item:

- #3 Epoxy-coated rebar 12" on-center both ways as indicated on the plans and details
- #4 Epoxy-coated rebar top and bottom continuous as indicated on the plans and details
- Expansion and control joints as indicated on plans and details (Contractor to provide final jointing plan to Engineer prior to construction).
- Broom finish as indicated on plans and details

METHOD OF MEASUREMENT

Concrete Border shall be measured by the plan square foot quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Concrete Border shall be paid for at the contract unit price per square foot as determined on the proposal page. Payment is full compensation for furnishing all materials, including delivering, forming, installing, reinforcing, concrete, placing, finishing, sealing, curing, and jointing and for all labor, equipment, tools and incidentals necessary to complete this item of work. Concrete wash-out area shall be considered incidental to this bid item.

BID ITEM 40102 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2

DESCRIPTION

Work under this bid item shall include all work, materials, labor and incidentals necessary for the Contractor to install Crushed Aggregate Base Course Gradation No. 2 as shown in the plans and details and as described herein:

- 9 inches for asphalt path construction;
- 4 inches for 5" playground safety surface construction

All aggregate base course shall extend 6 inches beyond the proposed asphalt pavement edges and shall have 3 inches of topsoil and terrace seed over the extended gravel base to be paid for under BID ITEM 20221 – TOPSOIL and 20701 – TERRACE SEEDING for all asphalt paved paths, except for where the path meets the concrete edge at playground surface, both sides.

The Contractor shall contact Dan Rodman at 658-3087 at least 48 hours prior to proof subgrade elevations prior to paving.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 40201 – 3 INCH DEPTH HMA PAVEMENT TYPE E-0.3

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install 3 Inch Depth HMA Pavement Type E-0.3 in accordance with these plans and specifications and the latest edition of the Standard Specifications.

METHOD OF MEASUREMENT

3 Inch Depth HMA Pavement Type E-0.3 shall be measured by the ton as listed on the proposal page without measurement thereof.

BASIS OF PAYMENT

3 Inch Depth HMA Pavement Type E-0.3 shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 50202 – TYPE II DEWATERING

Due to the high ground water level the Contractor may be required to perform Type II dewatering by use of points/wells with pump rates great than or equal to 70 gallons per minute. If Type II Dewatering is required the Contractor shall comply with all provision of the City of Madison Standard Specifications regarding this bid item and shall obtain any required permitting from Wisconsin Department of Natural Resources prior to the installation of any Type II Dewatering system.

Contractor shall notify the Engineer when Type II Dewatering is required and a minimum of three (3) business days prior to commencing with any Type II Dewatering activity. Failure to notify the Engineer and provide copies of the approved permit from Wisconsin Department of Natural Resources shall indicate that this bid item was not required.

Soil boring information including geotechnical report for the project location at Brittingham Park is included for reference in Attachment 2.

BID ITEM 90000 - CONSTRUCTION FENCING (PLASTIC)

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans.

Construction fencing shall be installed to discourage access to the construction area by the general public during the course of the project. Fencing shall be maintained throughout construction and adjusted or removed at the request of the Engineer. **Contractor to note: construction fencing to be installed so that active construction site avoids existing box culverts (total of three) as shown on plans**

This fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it shall receive on a construction site. Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until construction operations are complete.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

Construction fencing associated with tree protection is incidental to this bid item.

METHOD OF MEASUREMENT

Construction Fence (Plastic) shall be measured by the linear foot quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 90001 - PLAYGROUND EQUIPMENT INSTALLATION

DESCRIPTION

This bid item shall be required to be performed by Contractor pre-qualified for playground installation (Prequalification Category# 262).

All play equipment **will be purchased by the City of Madison** and ordered for delivery from the vendors to the Contractor's pre-determined receiving location. The Contractor shall provide equipment and labor for off-loading, loading, and trucking as needed. Contractor is responsible for securing all deliveries and insuring the completeness of the order prior to installation. Contractor is required to inspect all deliveries received for damage and shall notify the Engineer when materials have been received and inspected. Inspection by the Contractor shall occur upon delivery. If materials are found to have been damaged upon delivery to Contractor, Contractor shall inform vendor and provide photographs of damage, and, if necessary, store the materials at the receiving location. If the materials are damaged after delivery to Contractor but before installation is complete, Contractor shall be responsible for securing replacement materials.

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

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

All playground equipment shall be installed prior to installation of 5" concrete at playground surfacing so that field adjustment, if necessary of concrete edge can be made to respect playground equipment use zones. All installation of equipment shall adhere and conform to the installation specifications as provided by the playground manufacturers, and shall be further inspected by the City of Madison Playground Construction Inspector and manufacturer following installation. The Contractor is required to make any necessary adjustments to the play equipment installation determined by the City of Madison Playground Construction Inspector to rectify incorrect installation. Actual layout of play system and components to be installed shall comply with that shown in the plans and be confirmed in the field by Andy Peters, the City of Madison Playground Construction Inspector (220-6501) and Dan Rodman (658-3087), the City of Madison Parks Surveyor. Please allow 48 hours to schedule.

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

The playground shall be installed to the correct elevations as specified by the playground manufacturers and installation specifications to meet required elevations based on the finished playground surfacing elevations as shown on the plans. See Appendix 1 for the Manufacturers' Playground Equipment Installation Instructions. Appendix 1 is available as a separate downloadable file on Bid Express and shall be considered part of this contract.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90002 – POURED-IN-PLACE PLAYGROUND SURFACING

DESCRIPTION

This bid item shall be performed by a Contractor prequalified in Category 399: Poured-In-Place Playground Surfacing Installer. This item shall include all necessary work, labor and incidentals required to obtain, receive, store, transport and install aliphatic rubber poured-in-place playground surfacing.

Poured-in-place playground surfacing shall be:

PlayBound Poured-In-Place applied using aliphatic urethane as manufactured by Surface America (P.O. Box 157, Williamsville NY 14231 (716) 632-8413 or (800) 999-0555 www.surfaceamerica.com) or Approved Equal

Proposed playground surfacing products must meet the following criteria:

- must carry a minimum ten (10) year limited warranty;
- must carry IPEMA Certification to ASTM F1292 standard for critical fall heights;
- surface / wear layer shall consist of recycled post-industrial Ethylene Propylene Diene Monomer (EPDM) rubber composed of 50% bright green and 50% black colors
- basemat or cushion base shall be post-consumer recycled Styrene Butadiene Rubber (SBR) no less than 3.5" applied depth

Contractor shall order surfacing material for delivery from the proposed poured-in-place rubber vendor to the Contractor's pre-determined receiving location. The Contractor shall provide equipment and labor for loading, trucking and off-loading as needed. Contractor is responsible for securing all deliveries and insuring the completeness of the poured-in-place playground surfacing order prior to installation.

The poured-in-place playground surfacing shall be installed per the manufacturer's installation instructions to a depth of 4" for the entire playground surface, to include ½" of surface/wear layer and 3.5" of cushion base. Quantities identified in the proposal page have been calculated for installation of four (4) inches of poured-in-place rubber surfacing.

Double handling, stockpiling and placing poured-in-place surfacing shall be incidental to this bid item.

METHOD OF MEASUREMENT

Poured-In-Place Playground Surfacing shall be measured by the square foot quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 90003 – INSTALL BENCH

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to assemble and install KayPark (Part #6BARP) bench, in-ground mounted at the locations specified on the plans. All handling and installation shall be according to manufacturer's specifications. The complete installation specifications shall be included in the shipment of equipment from the vendor.

The KayPark bench shall be purchased by the City of Madison and ordered for delivery from the vendor to the Contractor's pre-determined receiving location. The Contractor shall provide equipment and labor for off-loading, loading, and trucking as needed. Contractor is responsible for securing all deliveries and insuring the completeness of the order prior to installation. Contractor is required to inspect all deliveries received for damage and shall notify the Engineer when materials have been received and inspected. Inspection by the Contractor shall occur upon delivery. If materials are found to have been damaged upon delivery to Contractor, Contractor shall inform vendor and provide photographs of damage, and, if necessary, store the materials at the receiving location. If the materials are damaged after delivery to Contractor but before installation is complete, Contractor shall be responsible for securing replacement materials.

New benches shall be in-ground mounted. Concrete for bench footings shall be incidental to this bid item.

METHOD OF MEASUREMENT

Install Bench shall be measured per each individual installed bench as listed in the proposal page.

BASIS OF PAYMENT

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

END OF SECTION



Madison Parks Division

210 Martin Luther King, Jr. Blvd., Room 104
Madison, WI 53703
608-266-4711 • cityofmadison.com/parks

play
**MADISON
PARKS**

April 5, 2017

NOTICE OF ADDENDUM ADDENDUM 1

CONTRACT NO. 7927

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

SPECIAL PROVISIONS:

Remove & replace BID ITEM 90002. The revised BID ITEM 90002 is listed, below.

BID ITEM 90002 – POURED-IN-PLACE PLAYGROUND SURFACING

DESCRIPTION

This bid item shall be performed by a Contractor prequalified in Category 399: Poured-In-Place Playground Surfacing Installer. This item shall include all necessary work, labor and incidentals required to obtain, receive, store, transport and install aliphatic rubber poured-in-place playground surfacing.

Poured-in-place playground surfacing shall be either of the two products described below or Approved Equal.

- PlayBound Poured-In-Place applied using aliphatic urethane as manufactured by Surface America (P.O. Box 157, Williamsville NY 14231 (716) 632-8413 or (800) 999-0555 www.surfaceamerica.com)
- No Fault® Poured-In-Place safety surfacing product as manufactured by No Fault Sport Group, LLC (3112 Valley Creek Drive, Suite C Baton Rouge, LA 70808; (225) 215-7760 or (866) 637-7678; info@nofault.com; nofault.com)

Proposed playground surfacing products must meet the following criteria:

- must carry a minimum ten (10) year limited warranty;
- must carry IPEMA Certification to ASTM F1292 standard for critical fall heights;
- surface / wear layer shall consist of recycled post-industrial Ethylene Propylene Diene Monomer (EPDM) rubber composed of 50% bright green and 50% black colors
- basemat or cushion base shall be post-consumer recycled Styrene Butadiene Rubber (SBR) no less than 3.5" applied depth

Contractor shall order surfacing material for delivery from the proposed poured-in-place rubber vendor to the Contractor's pre-determined receiving location. The Contractor shall provide equipment and labor for loading, trucking and off-loading as needed. Contractor is responsible for

securing all deliveries and insuring the completeness of the poured-in-place playground surfacing order prior to installation.

The poured-in-place playground surfacing shall be installed per the manufacturer's installation instructions to a depth of 4" for the entire playground surface, to include ½" of surface/wear layer and 3.5" of cushion base. Quantities identified in the proposal page have been calculated for installation of four (4) inches of poured-in-place rubber surfacing.

Double handling, stockpiling and placing poured-in-place surfacing shall be incidental to this bid item.

METHOD OF MEASUREMENT

Poured-In-Place Playground Surfacing shall be measured by the square foot quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

PROPOSAL:

Action	Bid Item	Description	Original Quantity	New Quantity
REMOVE	20314	REMOVE PIPE	55 L.F.	0 L.F.
ADD	50762	SADDLED INLET TYPE II	0	1 EA
REMOVE	50792	STORM SEWER TAP	1 EA	0 EA

PLAN SET:

Remove & replace Sheet 1.2 and Sheet 1.5 to reflect addition of saddled inlet and plugged pipe to remain.

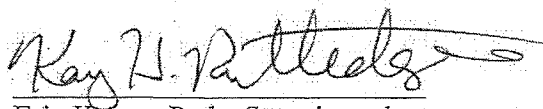
CLARIFICATION:

An additional poured-in-place playground surfacing product has been determined to be an "Approved Equal" based on submittals from the surfacing manufacturer. Saddled inlet treatment over existing box culvert is preferred method to avoid surcharge to the site from existing high water level in box culvert.

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

<http://www.bidexpress.com>

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

for 
Eric Knepp, Parks Superintendent

SECTION E: BIDDERS ACKNOWLEDGEMENT

BRITTINHAM PARK ACCESSIBLE PLAYGROUND

CONTRACT NO. 7927

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 - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 1 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
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 Madison Commercial Ledges, LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI; an individual trading as President Nate Amble; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

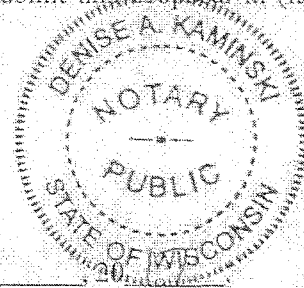
Sworn and subscribed to before me this 5th day of April

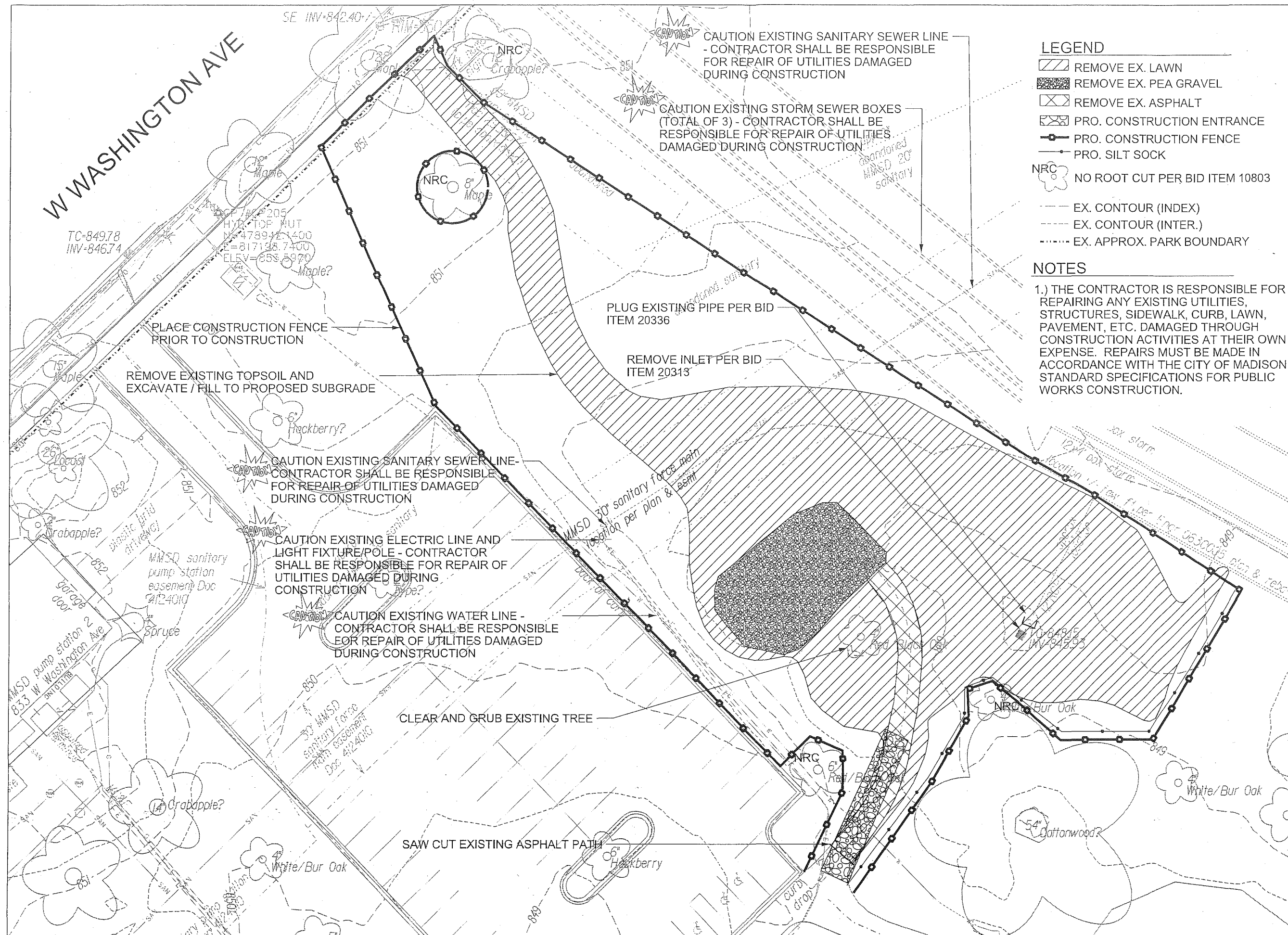
Denise A. Kaminski

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 01-12-21

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





LEGEND

- REMOVE EX. LAWN
- REMOVE EX. PEA GRAVEL
- REMOVE EX. ASPHALT
- PRO. CONSTRUCTION ENTRANCE
- PRO. CONSTRUCTION FENCE
- PRO. SILT SOCK
- NRC NO ROOT CUT PER BID ITEM 10803
- EX. CONTOUR (INDEX)
- EX. CONTOUR (INTER.)
- EX. APPROX. PARK BOUNDARY

NOTES

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

City of Madison Department of Public Works PARKS DIVISION

City-County Building, Suite 104
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

play
**MADISON
PARKS**

Graphical Scale
0 30 ft

PROJECT: **2017
BRITTINGHAM
PARK
ACCESSIBLE
PLAYGROUND**

**BRITTINGHAM PARK
829 W WASHINGTON AVE
MADISON, WI 53715**

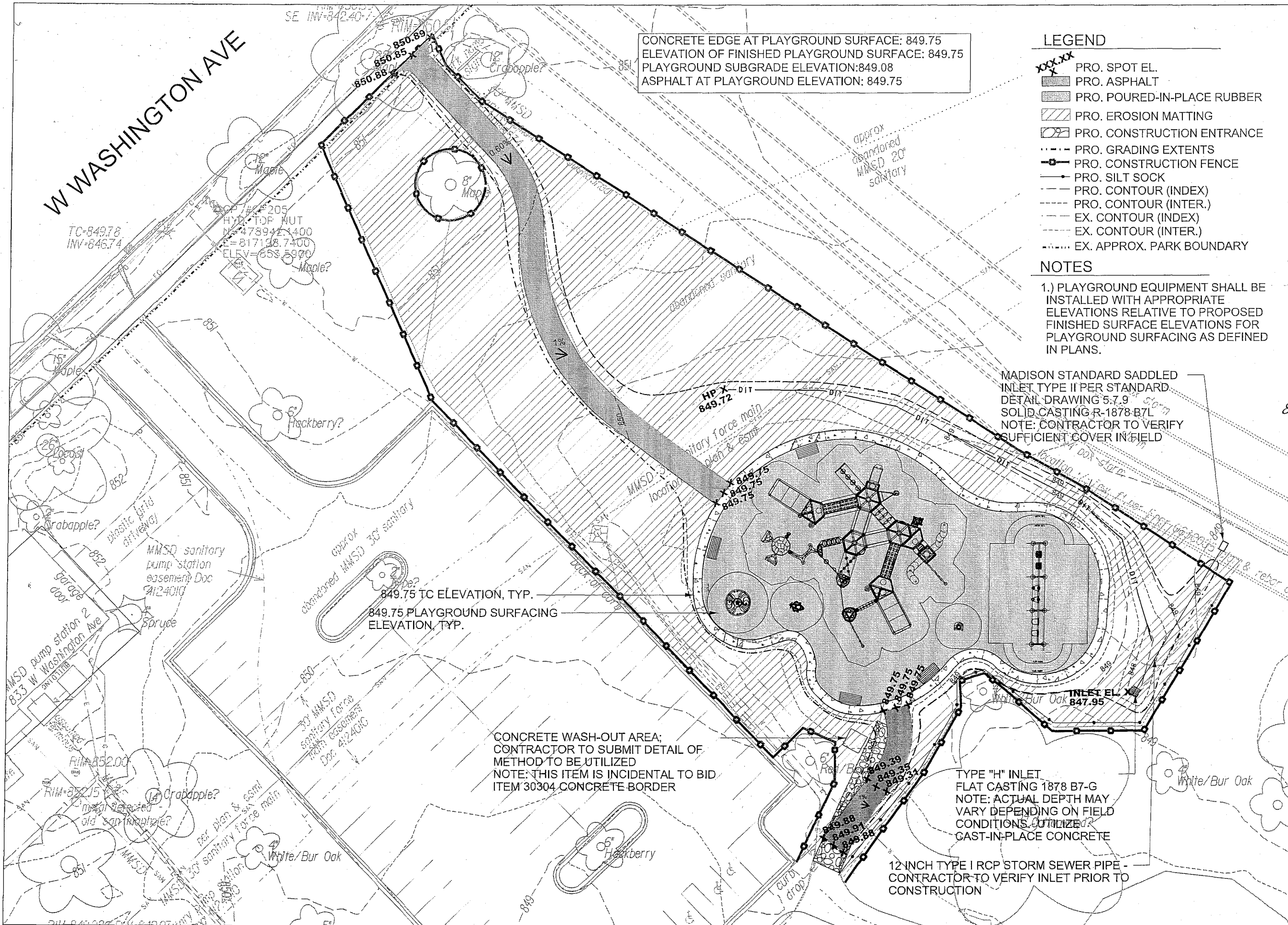
Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
Drawn by: KK	04-05-2017
Approved by:	XX-XX-XXXX

PUBLIC WORKS PROJECT #:
7927

SHEET TITLE:
**DEMOLITION AND
PROTECTION PLAN**

SHEET NUMBER:
1.2



CONCRETE EDGE AT PLAYGROUND SURFACE: 849.75
ELEVATION OF FINISHED PLAYGROUND SURFACE: 849.75
PLAYGROUND SUBGRADE ELEVATION: 849.08
ASPHALT AT PLAYGROUND ELEVATION: 849.75

LEGEND

- PRO. SPOT EL.
- PRO. ASPHALT
- PRO. POURED-IN-PLACE RUBBER
- PRO. EROSION MATTING
- PRO. CONSTRUCTION ENTRANCE
- PRO. GRADING EXTENTS
- PRO. CONSTRUCTION FENCE
- PRO. SILT SOCK
- PRO. CONTOUR (INDEX)
- PRO. CONTOUR (INTER.)
- EX. CONTOUR (INDEX)
- EX. CONTOUR (INTER.)
- EX. APPROX. PARK BOUNDARY

NOTES

- 1.) PLAYGROUND EQUIPMENT SHALL BE INSTALLED WITH APPROPRIATE ELEVATIONS RELATIVE TO PROPOSED FINISHED SURFACE ELEVATIONS FOR PLAYGROUND SURFACING AS DEFINED IN PLANS.

MADISON STANDARD SADDLED INLET TYPE II PER STANDARD DETAIL DRAWING 5.7.9
SOLID CASTING R-1878-B7L
NOTE: CONTRACTOR TO VERIFY SUFFICIENT COVER IN FIELD

CONCRETE WASH-OUT AREA;
CONTRACTOR TO SUBMIT DETAIL OF METHOD TO BE UTILIZED
NOTE: THIS ITEM IS INCIDENTAL TO BID
ITEM 30304 CONCRETE BORDER

TYPE "H" INLET
FLAT CASTING 1878 B7-G
NOTE: ACTUAL DEPTH MAY VARY DEPENDING ON FIELD CONDITIONS UTILIZED
CAST-IN-PLACE CONCRETE

12 INCH TYPE I RCP STORM SEWER PIPE -
CONTRACTOR TO VERIFY INLET PRIOR TO CONSTRUCTION

City of Madison Department of Public Works PARKS DIVISION

City-County Building, Suite 104
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

play MADISON PARKS

Graphical Scale
0 30 ft

PROJECT: 2017
BRITTINGHAM
PARK
ACCESSIBLE
PLAYGROUND

BRITTINGHAM PARK
829 W WASHINGTON AVE
MADISON, WI 53715

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

ITEM	DATE
Drawn by: KK	04-05-2017
Approved by:	XX-XX-XXXX

PUBLIC WORKS PROJECT #:
7927

SHEET TITLE:
GRADING AND
EROSION CONTROL
PLAN
SHEET NUMBER:

1.5

Contract 7927 – Madison Commercial Landscapes Inc.

Section F: Best Value Contracting (BVC)

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

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

I will submit Bid Express fillable online form (BVC).

Best Value Contracting

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

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.
- ☐ An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

- ☐ The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- ☐ BRICKLAYER
- ☐ CARPENTER
- ☐ CEMENT MASON / CONCRETE FINISHER
- ☐ CEMENT MASON (HEAVY HIGHWAY)
- ☐ CONSTRUCTION CRAFT LABORER
- ☐ DATA COMMUNICATION INSTALLER
- ☐ ELECTRICIAN
- ☐ ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- ☐ GLAZIER
- ☐ HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- ☐ INSULATION WORKER (HEAT and FROST)
- ☐ IRON WORKER
- ☐ IRON WORKER (ASSEMBLER, METAL BLDGS)
- ☐ PAINTER and DECORATOR
- ☐ PLASTERER
- ☐ PLUMBER
- ☐ RESIDENTIAL ELECTRICIAN
- ☐ ROOFER and WATER PROOFER
- ☐ SHEET METAL WORKER
- ☐ SPRINKLER FITTER
- ☐ STEAMFITTER
- ☐ STEAMFITTER (REFRIGERATION)
- ☐ STEAMFITTER (SERVICE)
- ☐ TAPER and FINISHER
- ☐ TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- ☐ TILE SETTER

CONTRACT NO. 7927

Small Business Enterprise Compliance Report

This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.

Cover Sheet

Prime Bidder Information

Company:	Madison Commercial Landscapes
Address:	1871 hwy MM oregon wi
Telephone Number:	608-835-7700
Fax Number:	608-835-7987
Contact Person/Title:	Nate Amble

Prime Bidder Certification

Name:	Nate Amble
Title:	president
Company:	Madison Commercial Landscapes

I certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.



Witness' Signature



Bidder's Signature

4/6/17

Date

CONTRACT NO. 7927

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Madison commercial Landscapes inc	landscaping/playground installer	38 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:		% x 0.6 = % (discounted to 60%)
Total Percentage of SBE Utilization:		38 %

2017 BRITTINGHAM PARK ACCESSIBLE PLAYGROUND

CONTRACT NO. 7927

DATE: 4/7/17

Madison Commercial
Landscapes Inc

Item	Quantity	Price	Extension
Section B: Proposal Page			
10803 - ROOT CUTTING - EA	4.00	\$100.00	\$400.00
10911 - MOBILIZATION - LS	1.00	\$27,500.00	\$27,500.00
20101 - EXCAVATION CUT - CY	412.00	\$17.00	\$7,004.00
20103 - EXCAVATION CUT - PEA GRAVEL - CY	89.00	\$20.00	\$1,780.00
20201 - FILL - CY	67.00	\$20.00	\$1,340.00
20217 - CLEAR STONE - TON	35.00	\$20.00	\$700.00
20221 - TOPSOIL - SY	635.00	\$6.00	\$3,810.00
20303 - SAWCUT ASPHALT PAVEMENT - LF	10.00	\$20.00	\$200.00
20313 - REMOVE INLET - EA	1.00	\$250.00	\$250.00
20336 - PIPE PLUG - EA	1.00	\$250.00	\$250.00
20401 - CLEARING - I.D.	4.00	\$175.00	\$700.00
20406 - GRUBBING - I.D.	4.00	\$175.00	\$700.00
20701 - TERRACE SEEDING - SY	2171.00	\$1.25	\$2,713.75
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$500.00	\$500.00
21017 - SILT SOCK (8 INCH) - COMPLETE - LF	197.00	\$6.00	\$1,182.00
21061 - EROSION MATTING, CLASS I URBAN TYPE A - SY	2171.00	\$2.20	\$4,776.20
30304 - CONCRETE BORDER - SF	1149.00	\$21.00	\$24,129.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	183.00	\$25.00	\$4,575.00
40201 - 3" DEPTH HMA PAVEMENT TYPE E-0.3 - TON	38.00	\$150.00	\$5,700.00
40321 - UNDERCUT - CY	25.00	\$75.00	\$1,875.00
50202 - TYPE II DEWATERING - LS	1.00	\$450.00	\$450.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - LF	53.00	\$205.00	\$10,865.00
50741 - TYPE "H" INLET - EA	1.00	\$4,900.00	\$4,900.00
50762 - SADDLED INLET TYPE II - EA	1.00	\$2,500.00	\$2,500.00
90000 - CONSTRUCTION FENCE (PLASTIC) - LF	894.00	\$2.00	\$1,788.00
90001 - PLAYGROUND EQUIPMENT INSTALLATION - LS	1.00	\$15,000.00	\$15,000.00
90002 - POURED-IN-PLACE PLAYGROUND SURFACING - SF	7687.00	\$14.50	\$111,461.50
90003 - INSTALL BENCH - EA	4.00	\$125.00	\$500.00
28 Items	Totals		\$237,549.45

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Principal and Surety, as identified below, 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. * see below

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:

2017 BRITTINGHAM PARK ACCESSIBLE PLAYGROUND

CONTRACT NO. 7927 : Madison, WI.

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.

* Thirteen Thousand Two Hundred and 00/100 Dollars. (\$13,200.00)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

Seal PRINCIPAL

Madison Commercial Landscapes Inc.

Name of Principal

By

Nathan J. Amble, President

Name and Title

Date

4/5/17

Seal SURETY

American Contractors Indemnity Company

Name of Surety

By

Jeremy Crawford, Attorney-In-Fact

Name and Title

4/3/2017

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2505634 for the year 2017 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.

4/3/2017

Date

Agent Signature

Jeremy Crawford, Attorney-In-Fact

1710 N. Douglas Dr., Suite 110

Address

Golden Valley, MN 55422

City, State and Zip Code

(763) 543-6993

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

POWER OF ATTORNEY

A18038

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemeec, Tanya Fukushima, William Gerber
or Michael E. Konzen of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (\$ **5,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

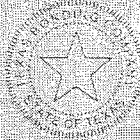
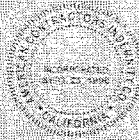
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:


Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles - SS:

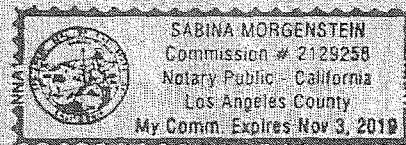
On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature



(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3rd day of April, 2017

Corporate Seals

Bond No. 1001080438-1
Agency No. 8219

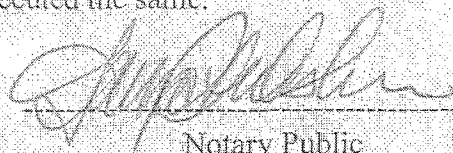



Kio Lo, Assistant Secretary

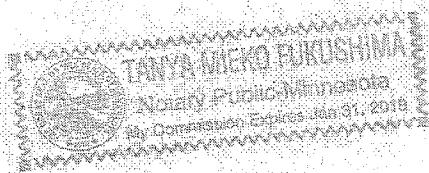
Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 3rd day of April, 2017 before me personally appeared Jeremy Crawford who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of American Contractors Indemnity Company (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public



SECTION H: AGREEMENT

THIS AGREEMENT made this 3d day of May in the year Two Thousand and Seventeen between **MADISON COMMERCIAL LANDSCAPES 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 MAY 2, 2017, 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:

2017 BRITTINGHAM PARK ACCESSIBLE PLAYGROUND CONTRACT NO. 7927

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 TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED FORTY-NINE AND 45/100 (\$237,549.45) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **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, qualification 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.)

5. Substance Abuse Prevention Program Required. Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503.
6. **Contractor Hiring Practices.**

Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question..
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

c. **Exemptions:** This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

2017 BRITTINGHAM PARK ACCESSIBLE PLAYGROUND
CONTRACT NO. 7927

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:

MADISON COMMERCIAL LANDSCAPES INC.

Company Name

Witness

Date

President

Date

Witness

Date

Secretary

Date

Treasurer

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director

City Attorney

Signed this

12th

day of

June

20

17

Witness

Mayor

Date

Witness

City Clerk

Date

FINAL CONTRACT AMOUNTS THAT
EXCEED THE ORIGINAL CONTRACT
AMOUNT WILL BE CHARGED AN
ADDITIONAL PREMIUM. INCLUDE
THESE PREMIUM CHARGES IN
YOUR CHANGE ORDERS

Executed in Three Original Counterparts
Bond No. 1001080496

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Madison Commercial Landscapes Inc.
as principal, and
American Contractors Indemnity Company
Company of 601 S Figueroa St., Suite 1600, Los Angeles, CA 90017 as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of * see below (\$ 237,549.45) 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:

2017 BRITTINGHAM PARK ACCESSIBLE PLAYGROUND CONTRACT NO. 7927

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 3rd day of May, 2017.

Countersigned:

[Signature]
Witness
[Signature]
Secretary

Madison Commercial Landscapes Inc.

Company Name (Principal)

[Signature]
President Nathan J. Amble Seal

Approved as to form:

[Signature]
City Attorney

American Contractors Indemnity Company

Surety Seal
☐ Salary Employee ☒ Commission

By [Signature]
Attorney-In-Fact
Jeremy Crawford, Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
National Producer Number 2505634 for the year 2017, and appointed as attorney-in-fact
with authority to execute this payment and performance bond which power of attorney has not been
revoked.

5/3/2017
Date

[Signature]
Agent Signature
Jeremy Crawford, Attorney-In-Fact

* Two Hundred Thirty Seven Thousand Five Hundred Forty Nine and 45/100 Dollars

A18344

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY — TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY — U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima, William Gerber
or Michael E. Konzen of Golden Valley, Minnesota**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Five Million***** **Dollars (\$ **5,000,000.00**).**

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY — TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY — U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:


Daniel P. Aguilar, Vice President

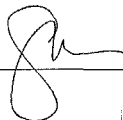
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

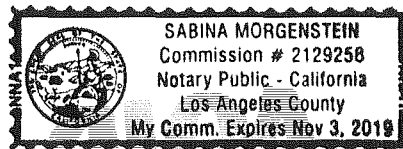
On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature



(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3rd day of May, 2017.

Corporate Seals

Bond No. 1001080496
Agency No. 8219




Kio Lo, Assistant Secretary

Kant's Kopy® K1
Security Paper

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

Kant's Kopy® K1
Security Paper

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

Kant's Kopy® K1
Security Paper

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

Kant's Kopy® K1
Security Paper

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free