ROUTING: Routine	Contract 1	Routing Form	printed on: 03/24/2015	
Contract between: and Dept. or Division: Name/Phone Number:	Michael J Amble dba Madison Commercial Landsc Engineering Division			
Project: Highland Manor	Park Impro	ovements		
Contract No.: 7466 Enactment No.: RES-15-00 Dollar Amount, 74,865.76		File No.: Enactment		
(Please DATE before routi	.ng)	Contract Enter	ol In Munis. KISV	
Signatures Required		Date Received	Date Signed	
City Clerk		3.25.15	1 3.25.15	
Director of Civil Rights	<b></b> _	3.26.15	1 3/27/15 MD,	
Risk Manager		03-27-2015	3/30/15 RA	
Finance Director		3/30/15 1051	4/1/15 GF	
City Attorney	359		4-1-2015	
Mayor		4-1-15	4-2-15	
Finance (For Scar	ning)			

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

Original + 2 Copies

03/24/2015 15:33:06 enjls - Tom Maglio 2666518 03/24/2015 15:33:28 enjls - Contractor is sole proprieter (single signature)

Dis Rights: OK ANTR / Problem - Hold
Prev Wage: AA / Agency (No)
Contract Value: See about
AA Plan: FYPINGO CYOM
Amendment / Addendum
VDe: POS / Dv/p / Shdu / O
Grant / PW/ Goal / Loan / Agrmt

# City of Madison - File #: 37440

<u>Sign In</u>

Legislative Information Ce	enter Home Legislation Meetings	Common Council	
Boards, Commissions and	Committees Members		
		🗐 🖾 🖸 Shar	e 🖾 RSS 🖗 Alerts
Details Reports			
File #:	37440 Version: 1	Name:	Awarding Public Works Contract No.7466, Highland Manor Park Improvements.
Туре:	Resolution	Status:	Passed
File created:	2/25/2015	In control:	<u>BOARD OF PUBLIC</u> WORKS
On agenda:	3/17/2015	Final action:	3/17/2015
Enactment date:	3/18/2015	Enactment #:	RES-15-00251
Title:	Awarding Public Works Contract No.7466,	Highland Manor Park I	mprovements.
Sponsors:	BOARD OF PUBLIC WORKS		
Attachments:	1. <u>Contract 7466.pdf</u>		

History (3)

Text

3 records	Grou	p Export				
Date	Ver.	Action By	Action	Result	Action Details	Watch
3/17/2015	1	COMMON COUNCIL			Not available	Not available
3/4/2015	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	Pass	Action details	Not available
2/25/2015	1	Engineering Division	Refer		Action details	Not available

3/20/2015

CONTRACTOR

# CONTRACT NO. 7466 HIGHLAND MANOR PARK IMPROVEMENTS

# MADISON COMMERCIAL LANDSCAPES

# \$74,865.76

Acct. No. 10485-51-130: 54250 (65038)	\$15,500.00
Contingency 8% <u>+</u>	<u>1,240.00</u>
Sub Total	\$16,740.00
Acct. No. 10485-51-130: 54250 (91235)	\$21,932.88
Contingency 8% <u>+</u>	<u>1,757.12</u>
Sub Total	\$23,690.00
Acct. No. 10485-51-130: 54250 (91226)	\$21,932.88
Contingency 8% <u>+</u>	<u>1,757.12</u>
Sub Total	\$23,690.00
Acct. No. 10485-51-130: 54250 (91345)	\$15,500.00
Contingency 8% <u>+</u>	<u>1,240.00</u>
Sub Total	\$16,740.00

**GRAND TOTAL** 

\$80,860.00

ALC: NO.

# Wisconsin Office of the Commissioner of Insurance

Licensed Producer Search

Friday, March 20, 2015

WILSON, DAVID P PORTAGE MI License Status: Active License No: 1112606 NPN No: 333069 Effective Date: 05-31-1991 Expiration Date: 02-28-2017 License Type: Non-Resident Intermediary Indv

# Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Non-Resident	05-31-1991	Active
Casualty	Non-Resident	05-31-1991	Active

# **Appointments and Terminations**

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
Accredited Surety and Casualty Company, Inc.	CAS/Inactive	02-06-2008	04-15-2009	Inadequate Production
Aegis Security Insurance Compa	CAS/Active PROP/Active	06-23-2006 06-23-2006		
American Automo Insurance Compa	•	02-02-2012 02-02-2012		
American Banker Insurance Compa		06-16-2000	03-31-2004	Vol. Surrender per Agent Rqst
of Florida	PROP/Inactive	06-16-2000	03-31-2004	Vol. Surrender per Agent Rqst
American Contractors Indemnity Compa	CAS/Active	09-26-2012		
American Equity Specialty Insuran Company	CAS/Inactive ce PROP/Inactive	04-07-2006 04-07-2006	03-29-2012 03-29-2012	Canceled Canceled
American Family Home Insurance Company	CAS/Active PROP/Active	01-18-2006 01-18-2006		
American Insurar Company, The	nce CAS/Active PROP/Active	02-24-2012 02-24-2012		
American Modern	CAS/Active	03-26-1997		

https://ociaccess.oci.wi.gov/ProducerInfo/GetPrint.oci?prdId=0

Home Insurance Company	PROP/Active	03-26-1997		
American Modern	CAS/Active	08-22-2006		
Select Insurance Company	PROP/Active	08-22-2006		
American Reliable Insurance Company	CAS/Inactive	10-09-1996	06-28-1999	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-09-1996	06-28-1999	Vol. Surrender per Agent Rqst
Argonaut-Midwest	CAS/Active	05-28-2009		
Insurance Company	PROP/Active	05-28-2009		
Automobile	CAS/Inactive	06-14-2001	12-05-2009	Canceled
Insurance Company	PROP/Inactive	06-14-2001	12-05-2009	Canceled
of Hartford, Connecticut, The				
AXIS Insurance	CAS/Active	05-09-2014		
Company	CAS/Inactive	06-20-2008	01-06-2010	Vol. Surrender per
				Agent Rqst
	PROP/Active	05-09-2014		
	PROP/Inactive	06-20-2008	01-06-2010	Vol. Surrender per Agent Rqst
Canal Insurance	CAS/Active	06-07-2011		,
Company	PROP/Active	06-07-2011		
Capitol Indemnity	CAS/Active	05-08-2007		
Corporation	PROP/Active	05-08-2007		
Capitol Specialty	CAS/Active	05-08-2007		
Insurance Corporation	PROP/Active	05-08-2007		
Carolina Casualty	CAS/Active	04-09-2013		
Insurance Company	PROP/Active	04-09-2013		
Charter Oak Fire	CAS/Inactive	10-08-2008	11-25-2013	Canceled
Insurance Company, The	PROP/Inactive	10-08-2008	11-25-2013	Canceled
Contractors Bonding	CAS/Active	05-10-2010		
and Insurance Company	PROP/Active	05-10-2010		
Coregis Insurance Company	CAS/Inactive	07-20-1993	08-25-2006	Vol. Surrender per Agent Rqst
en e	PROP/Inactive	07-20-1993	08-25-2006	Vol. Surrender per Agent Rqst
Deerfield Insurance	CAS/Active	02-04-2013		
Company	PROP/Active	02-04-2013		

https://ociaccess.oci.wi.gov/ProducerInfo/GetPrint.oci?prdId=0

# Print Version of Licensed Producers Search - Detail

#### Developers Surety CAS/Active 05-28-2002 and Indemnity **PROP/Active** 05-28-2003 Company Diamond State CAS/Active 11-25-2009 Insurance Company 11-25-2009 PROP/Active Everest National CAS/Inactive 01-14-2008 11-24-2008 Canceled Insurance Company PROP/Inactive 01-14-2008 11-24-2008 Canceled Fairmont Specialty CAS/Inactive 06-11-1996 05-28-1999 Vol. Surrender per Insurance Company Agent Rast PROP/Inactive 06-11-1996 05-28-1999 Vol. Surrender per Agent Rqst Founders Insurance CAS/Active 12-09-2014 Company **PROP/Active** 12-09-2014 Great American CAS/Inactive 02-01-1996 09-26-2000 Vol. Surrender per Agent Rqst Assurance Company Vol. Surrender per PROP/Inactive 02-01-1996 09-26-2000 Agent Rast Great American CAS/Active 02-23-2009 Insurance Company PROP/Active 02-23-2009 Great American CAS/Active 10-08-2007 Insurance Company **PROP/Active** 10-08-2007 of New York Great Divide CAS/Active 05-06-2014 Insurance Company **PROP/Active** 05-06-2014 Great Midwest CAS/Active 08-04-2014 Insurance Company PROP/Active 08-04-2014 Gulf Insurance CAS/Inactive 02-07-2005 Inadequate Production 06-23-1999 Company PROP/Inactive 06-23-1999 02-07-2005 Inadequate Production Hudson Insurance CAS/Active 01-07-2015 Company PROP/Active 01-07-2015 Imperium Insurance CAS/Active 08-03-2014 Company PROP/Active 08-03-2014 Jefferson Insurance CAS/Inactive Vol. Surrender per 10-15-1992 02-24-2009 Agent Rast Company Vol. Surrender per PROP/Inactive 10-15-1992 02-24-2009 Agent Rqst CAS/Active 02-22-2011 Liberty Mutual Insurance Company Markel American CAS/Active 01-27-1997 Insurance Company **PROP/Active** 01-27-1997

# Print Version of Licensed Producers Search - Detail

Markel Insurance Company	CAS/Active PROP/Active	12-28-2010 12-28-2010		
North River Insurance Company,	CAS/Inactive	09-12-2006	11-30-2011	Vol. Surrender per Agent Rqst
The	PROP/Inactive	09-12-2006	11-30-2011	Vol. Surrender per Agent Rqst
Northland Casualty Company	CAS/Active PROP/Active	04-26-2007 04-26-2007		
Northland Insurance Company	CAS/Active PROP/Active	10-04-2000 10-04-2000		
Ohio Casualty Insurance Company, The	CAS/Active	03-18-2015		
Old Republic Insurance Company	CAS/Inactive	07-21-1994	05-18-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-21-1994	05-18-2001	Vol. Surrender per Agent Rqst
Old United Casualty Company	CAS/Inactive	06-21-2011	12-28-2013	Vol. Surrender per Agent Rqst
	CAS/Inactive	03-28-2002	08-26-2005	Inadequate Production
	PROP/Inactive	06-21-2011	12-28-2013	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-28-2002	08-26-2005	Inadequate Production
Penn-America Insurance Company	CAS/Active PROP/Active	08-07-1996 08-07-1996		
Phoenix Insurance Company, The	CAS/Inactive PROP/Inactive	07-27-1993 07-27-1993	12-05-2009 12-05-2009	Canceled Canceled
Platte River Insurance Company	CAS/Active PROP/Active	05-08-2007 05-08-2007		
Praetorian Insurance Company	CAS/Inactive PROP/Inactive	08-23-2002 08-23-2002	05-15-2003 05-15-2003	Inadequate Production Inadequate Production
Reliance National Indemnity Company	CAS/Inactive PROP/Inactive	07-01-1993 07-01-1993	02-01-2001 02-01-2001	Company Merger Company Merger
Reliance National Insurance Company	CAS/Inactive PROP/Inactive	05-08-2000 05-08-2000	03-06-2001 03-06-2001	Company Merger Company Merger
Reliance Universal Insurance Company	CAS/Inactive PROP/Inactive	05-08-2000 05-08-2000	02-13-2001 02-13-2001	Company Merger Company Merger
Travelers Casualty and Surety Company	CAS/Active PROP/Active	10-08-2008 10-08-2008		

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		•	· .	
Travelers Casualty and Surety Company of America	CAS/Active PROP/Active	01-16-2013 01-16-2013		
Travelers Casualty Insurance Company of America	CAS/Inactive PROP/Inactive	10-08-2008 10-08-2008	11-25-2013 11-25-2013	Canceled Canceled
Travelers Commercial Insurance Company	CAS/Inactive PROP/Inactive	06-14-2001 06-14-2001	12-05-2009 12-05-2009	Canceled Canceled
Travelers Indemnity Company of America, The	CAS/Inactive PROP/Inactive	10-08-2008 10-08-2008	11-25-2013 11-25-2013	Canceled Canceled
Travelers Indemnity Company of Connecticut, The	CAS/Inactive PROP/Inactive	07-27-1993 07-27-1993	12-05-2009 12-05-2009	Canceled Canceled
Travelers Indemnity Company, The	CAS/Inactive PROP/Inactive	07-27-1993 07-27-1993	12-05-2009 12-05-2009	Canceled Canceled
Travelers Property Casualty Company of America	CAS/Inactive PROP/Inactive	10-08-2008 10-08-2008	11-25-2013 11-25-2013	Canceled Canceled
U.S. Specialty Insurance Company	CAS/Active	09-26-2012		
United Pacific Insurance Company	CAS/Inactive PROP/Inactive	07-01-1993 07-01-1993	02-13-2001 02-13-2001	Company Merger Company Merger
United States Fire Insurance Company	CAS/Inactive	09-12-2006	11-30-2011	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-12-2006	11-30-2011	Vol. Surrender per Agent Rqst
United States Liability Insurance	CAS/Inactive	10-25-2004	03-03-2011	Vol. Surrender per Agent Rqst
Company	PROP/Inactive	10-25-2004	03-03-2011	Vol. Surrender per Agent Rqst
Westchester Fire Insurance Company	CAS/Inactive	05-07-2005	03-09-2010	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-07-2005	03-09-2010	Vol. Surrender per Agent Rqst
Western Surety Company	CAS/Active	05-18-2005		
Westport Insurance Corporation	CAS/Inactive	02-02-1996	04-07-2008	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-02-1996	04-07-2008	Vol. Surrender per Agent Rqst
Westport Insurance	CAS/Inactive	11-06-1997	12-07-2007	Vol. Surrender per

https://ociaccess.oci.wi.gov/ProducerInfo/GetPrint.oci?prdId=0

PROP/Inactive 11-06-1997 12-07-2007

Agent Rqst Vol. Surrender per Agent Rqst

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

\$74,865.76 FILE

# BID OF \_\_\_\_\_\_ MICHAEL J AMBLE dba MADISON COMMERCIAL LANDSCAPES

2015

# PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

# **HIGHLAND MANOR PARK IMPROVEMENTS**

# CONTRACT NO. 7466

# PROJECT NO. 53W1915

# MUNIS NO. 10485-51-130

# IN

# MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON MARCH 17, 2015

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

# HIGHLAND MANOR PARK IMPROVEMENTS CONTRACT NO. 7466

# INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS
SECTION B: PROPOSAL SECTION
SECTION C: SMALL BUSINESS ENTERPRISE (NOT APPLICABLE)
SECTION D: SPECIAL PROVISIONS
SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1
SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING
SECTION G: BID BOND
SECTION H: AGREEMENT
SECTION I: PAYMENT AND PERFORMANCE BOND I-1
SECTION J: PREVAILING WAGE RATES

This Proposal, and Agreement have been prepared by:

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

Eric M. Knepp Superintendant of Parks

EMK: tjm

# SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

### REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	HIGHLAND MANOR PARK IMPROVEMENTS
CONTRACT NO.:	7466
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	2/13/15
BID SUBMISSION (1:00 P.M.)	2/20/15
BID OPEN (1:30 P.M.)	2/20/15
PUBLISHED IN WSJ	01/30/15 & 02/06/15; 02/13/15

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, <u>www.cityofmadison.com/business/pw/forms.cfm</u>. 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.

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2014 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be prequalified 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 (<u>www.bidexpress.com</u>). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### PREVAILING WAGE RATES

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

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

<u>Buil</u> 101		g <u>Demolition</u> Asbestos Removal	110		Building Demolition
120		House Mover			
		Utility and Site Construction	070		
201		Asphalt Paving			Retaining Walls, Reinforced Concrete
205		Blasting	275	×	Sanitary, Storm Sewer and Water Main
210 215		Boring/Pipe Jacking	276	П	Construction Sawcutting
215		Concrete Paving Con. Sidewalk/Curb & Gutter/Misc. Flat Work	270		
221		Concrete Bases and Other Concrete Work	285	_	0
222		Concrete Removal			Sewer Pipe Bursting
225		Dredging			Soil Borings
230		Fencing			Soil Nailing
235		Fiber Optic Cable/Conduit Installation			Storm & Sanitary Sewer Laterals & Water Svc.
240		Grading and Earthwork			Street Construction
241	_	Horizontal Saw Cutting of Sidewalk			Street Lighting
242		Infrared Seamless Patching			Tennis Court Resurfacing
245		Landscaping, Maintenance			Traffic Signals
250		Landscaping, Site and Street	325		Traffic Signing & Marking
251		Parking Ramp Maintenance			Tree pruning/removal
252	$\Box$	Pavement Marking	333	$\Box$	Tree, pesticide treatment of
255		Pavement Sealcoating and Crack Sealing	335		Trucking
260		Petroleum Above/Below Ground Storage	340		Utility Transmission Lines including Natural Gas,
		Tank Removal/Installation			Electrical & Communications
262	-	Playground Installer	399		Other
265	Ш	Retaining Walls, Precast Modular Units			
Brid	ne	Construction			
501	Ť	Bridge Construction and/or Repair			
<u>Buil</u>	ding	<u>a Construction</u>			
401	$\Box$	Floor Covering (including carpet, ceramic tile installation,			Metals
		rubber, VCT	440		Painting and Wallcovering
402		Building Automation Systems			Plumbing
403	_	Concrete	450		Pump Repair
404	_	Doors and Windows	455		Pump Systems
405					Roofing and Moisture Protection
410		Elevator - Lifts			Tower Crane Operator
412		Fire Suppression			Solar Photovoltaic/Hot Water Systems
413		Furnishings - Furniture and Window Treatments		_	Soil/Groundwater Remediation
415	Ц				Water Supply Elevated Tanka
420					Water Supply Elevated Tanks
425 428		General Building Construction, Over \$1,500,000 Glass and/or Glazing			Water Supply Wells Wood, Plastics & Composites - Structural &
420	Η	Hazardous Material Removal	400	ш	Architectural
429		Heating, Ventilating and Air Conditioning (HVAC)	100		Other
433	H	Insulation - Thermal	-00	ш	
435		Masonry/Tuck pointing			
100		muserily ruek periarg			
State	e of	Wisconsin Certifications			
1		Class 5 Blaster - Blasting Operations and Activities 2500 feet a	and clo	osei	r to inhabited buildings for quarries, open pits and
		road cuts.			
2		Class 6 Blaster - Blasting Operations and Activities 2500 feet a	and clo	osei	r to inhabited buildings for trenches, site
		excavations, basements, underwater demolition, underground	excav	atio	ons, or structures 15 feet or less in height.
3		Class 7 Blaster - Blasting Operations and Activities for structur			r than 15 ' in height, bridges, towers, and any of
		the objects or purposes listed as "Class 5 Blaster or Class 6 Bl			
4		Petroleum Above/Below Ground Storage Tank Removal and Ir			
5	$\Box$	Hazardous Material Removal (Contractor to be certified for ask			
		of Health Services, Asbestos and Lead Section (A&LS).) See t			
	e of Asbestos Abatement Certificate must be				
~	_	attached. Cartification number of a Cartificat Arbanist on Cartificat Tran M	mult - ·		advatoriation and have the a finite sum of the second day of the state
6	Ш	Certification number as a Certified Arborist or Certified Tree W	orker	as a	auministered by the international Society of
7		Arboriculture Rectinide application (Cortification for Commonical Applicator F	or UI-	~	ith the cortification in the estagent of thut and
1	Ц	Pesticide application (Certification for Commercial Applicator F landscape (3.0) and possess a current license issued by the D.			in the centrication in the category of turn and
8	П	State of Wisconsin Master Plumbers License.	ALOF	1	. '
-	<u>ш</u>				

# **SECTION B: PROPOSAL**

# Please refer to the Bid Express Website at <u>https://bidexpress.com</u> 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, option 1).

# SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

SBE NOT APPLICABLE

# SECTION D: SPECIAL PROVISIONS

# HIGHLAND MANOR PARK IMPROVEMENTS CONTRACT NO. 7466

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

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

#### SECTION 102.1: PREQUALIFICATION OF BIDDERS

The bidder for this contract must be pre-qualified in at least one of several different categories due to the nature of work involved with this contract. If the General Contractor is prequalified in a category other than Playground Installer (#262 under <u>Street, Utility and Site Construction</u>), their sub contractor must be prequalified as a Playground Installer. Work to be performed by prequalified category #262 Playground Installer, shall include (but not be limited to) BID ITEM 90006 – PLAYGROUND EQUIPMENT INSTALLATION. General Contractors who are not prequalified as a Playground Installer under prequalification category #262 must submit proof that their sub contractor is prequalified under category #262 within 2 business days of submitting their bid.

#### SECTION 102.10: PREVAILING WAGE

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

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

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

#### Building or Heavy Construction

Sewer, Water, or Tunnel Construction

Local Street or Miscellaneous Paving Construction

Residential or Agricultural Construction

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

#### SECTION 102.12: BEST VALUE CONTRACTING

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

#### SECTION 104: SCOPE OF WORK

The Madison Parks Division is installing new park facilities at Highland Manor Park on Madison's south side. Improvements installed as a part of this contract include play equipment, a half basketball court and an asphalt path connecting these facilities. Also included as a part of this contract is the installation of a storm sewer system and restoration grading/seeding around the newly installed facilities.

#### SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

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

#### SECTION 105.12: COOPERATION OF THE CONTRACTOR

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

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

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

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

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

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

#### SECTION 107.2: PROTECTION AND RESTORATION OF PROPERTY

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

#### SECTION 108.2: PERMITS

The following permit will be applied for by the City of Madison for the project:

1. City of Madison Erosion Control Permit (EC Permit).

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

The Contractor shall meet the conditions of the permit 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, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

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

#### SECTION 109.2: PROSECUTION OF THE WORK

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

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

#### SECTION 109.7: TIME OF COMPLETION

Work on this contract shall start on or around May 4, 2015 be complete by July 3, 2015.

#### BID ITEM # 10911: MOBILIZATION

#### DESCRIPTION

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

Parking of equipment, storage of materials, and staging shall be allowed as shown on plans.

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

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

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

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

#### METHOD OF MEASUREMENT

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

#### BASIS OF PAYMENT

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

#### ARTICLE 200: EARTHWORK

The earthwork quantities for this contract have been broken up into the following categories:

Excavation Cut (Bid Item #20101) For this contract, Excavation Cut is defined as any asphalt (Asphalt flume draining the street runoff into the ditch) to be removed and sub grade or topsoil beyond 6" deep, excavated from this project. The top 6" of topsoil removal is covered under Bid item # 90003 - Strip Topsoil.

<u>Fill Borrow</u> (Bid Item # 20202) - Any excavated subsoil or topsoil above and beyond the 6" of stripped topsoil (Bid Item # 90003), that is kept on site and used as fill to bring the site to subgrade, will be paid for as a part of the Fill Borrow bid item for this project. Some topsoil will be used as fill borrow as there is not enough sub soil being excavated to bring the site to sub grade. This topsoil will not be used to create the sub grade under the basketball court or path. It will only be used in creating the slopes in between and around the park facilities and can be used as fill under the play equipment. Under the basketball court and path any fill borrow needed to bring the sub soil up to subgrade will be gravel base paid for as a part of Bid Item # 40102 Crushed Aggregate Base Course. Subsoil is not to be used as fill on top of topsoil (layering). Subsoil is to be used up first then topsoil is to be put on top of the subsoil.

<u>Hauling and Disposal</u> (Bid Item # 90002) Any extra excavation cut deemed not needed and is removed from the project site will be paid for as a part of the Hauling and Disposal bid item for this project.

<u>Strip Topsoil</u> (Bid Item # 90003) The removal and stockpiling of 6" of topsoil from the project site as shown on the plans.

<u>Topsoil Redistribution</u> (Bid Item # 90004) The re-distribution of 6" topsoil removed as a part of Bid Item #90003 Strip Topsoil to the finish grades shown on the plan.

See the earthwork quantity worksheet for more detail. The different quantities for each project have been calculated using four (4) digital terrain models (existing, existing sub grade, proposed sub grade and proposed finished). Cut (in place quantities) and fill have been estimated from these models and unless there are significant changes to the plan, the quantity in the contract shall be the final amount for payment. 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 added up quantities shown in the proposal page are taken from each project's earthwork quantity worksheet. The total of these quantities will be the final total quantities paid for the overall project. Changes may be made to quantities at each site based on whether the Engineer decides some material is not of good enough quality to be re-used as Fill Borrow and taken off site. If that is the case and the amount of Hauling And Disposal goes up, the amount of Fill Borrow will go down. The overall quantity of material moved around on site will stay the same when added together.

#### BID ITEM # 20101: EXCAVATION CUT

#### DESCRIPTION

Excavation cut includes all excavation of existing sub soil required to bring the site to proposed sub grade, after removal of 6" of topsoil. Stripping and stockpiling of the 6" of topsoil will be paid for as a part of the Strip Topsoil bid item for this project. This material will be used as fill borrow around the park facilities below the redistributed topsoil. The amount of excavation cut for this project, and where it comes from, is detailed in the earthwork quantity sheet included as a part of these special provisions.

#### METHOD OF MEASUREMENT

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

#### **BASIS OF PAYMENT**

Excavation Cut shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals

required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

#### BID ITEM # 20202: FILL BORROW

#### DESCRIPTION

The project is bid in such a way that the contractor will minimize the amount of Excavation Cut leaving the site by re-using it on site as Fill Borrow. The price per CY for Fill Borrow is to include all coordination, handling, re-handling, stockpiling and/or temporary stockpiling needed to redistribute the material on site where shown on the plans. The temporary stockpile area for sub grade work will be the same as the topsoil stockpile area. Fill borrow will be considered sub soil and any extra topsoil excavated from the project site above and beyond the 6" of topsoil removed and replaced as a part of Bid Item # 90003 Strip Topsoil and Bid Item # 90004 Topsoil Redistribution.

#### METHOD OF MEASUREMENT

Fill Borrow is measured by the cubic yard, as described in the detailed earthwork quantity breakdown sheet for this bid item and should include any on site trucking, temporary stockpiling, spreading and rough grading where needed to bring the project up to proposed sub grade.

#### **BASIS OF PAYMENT**

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

#### BID ITEM 20130: UNDERDRAIN

#### DESCRIPTION

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

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

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

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

#### METHOD OF MEASUREMENT

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

#### BASIS OF PAYMENT

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

#### BID ITEM # 20140: GEOTEXTILE FABRIC TYPE SAS NON WOVEN

#### DESCRIPTION

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

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

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

#### METHOD OF MEASUREMENT

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

#### **BASIS OF PAYMENT**

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

#### BID ITEM # 20701: TERRACE SEEDING

#### DESCRIPTION

Work under this item shall include <u>fine grading</u> of the existing topsoil redistributed on site - to the grades shown on the plans, seed bed preparation and seeding the lawn areas adjacent to each new park facility as shown on the plans. The seed mixture shall be Sun Terrace Mix, installed per the City of Madison Standard Specifications for Public Works Construction.

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

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

#### METHOD OF MEASUREMENT

Terrace Seeding shall be measured and paid for by the square yard.

#### BASIS OF PAYMENT

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

#### BID ITEM # 21013: STREET SWEEPING

#### DESCRIPTION

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

#### METHOD OF MEASUREMENT

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

#### BASIS OF PAYMENT

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

#### BID ITEM # 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 the location shown on the plan around the topsoil pile/staging area.

#### 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 # 21063: EROSION MATTING, CLASS 1 URBAN TYPE A - ORGANIC

#### DESCRIPTION

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

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

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

#### Photobiodegradable matting is not allowed.

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

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

# METHOD OF MEASUREMENT

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

#### BASIS OF PAYMENT

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

#### BID ITEM # 30301: <u>5 INCH CONCRETE SIDEWALK</u>

#### DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install new 5" thick 8' x 8' concrete pad for a bike rack, including the installation of 6" of gravel base, where shown on the plans.

#### METHOD OF MEASUREMENT

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

#### BASIS OF PAYMENT

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

#### ARTICLE 402: ASPHALT CONSTRUCTION

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

#### Asphalt Path and Basketball Court:

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

There will be a minor amount of hand rolling/raking required to create a rolled edge at the play equipment end of the path (see detail on sheet 1.9). The cost of all prep work is to be included in the per ton price for Bid Item # 40201 HMA Pavement Type E-0.3.

#### Create asphalt flume around inlet:

There will be a small amount of asphalt (appx .5 ton), needed to re-pave around the inlet along with a short piece of asphalt curb behind the inlet. This amount is included in the total tonnage required for the project. The cost of installing the asphalt flume is to be included in the price per ton for Bid Item # 40201.

#### BID ITEM # 90004: TOPSOIL REDISTRIBUTION

#### DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary for the contractor to redistribute and rough grade the stripped topsoil removed and stockpiled as a part of Bid Item # 90003 Strip Topsoil for the project, to the finish grades and lines as shown on the plans.

#### METHOD OF MEASUREMENT

Topsoil Redistribution shall be measured by the square yard @ 6" deep.

#### BASIS OF PAYMENT

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

#### BID ITEM # 90005: INSTALL NEW BASKETBALL POLE, BACKBOARD, RIM AND NET

#### DESCRIPTION

The work to be done under this contract consists of furnishing all labor, equipment, and materials necessary to install a basketball pole, backboard, rim and net, at Highland Manor Park, in accordance with the manufacturers specifications and these drawings (sheet 1.8). Layout of the pole is to be done by the Contractor and approved by the Parks Division prior to installation. Any questions regarding installation should be directed to Thomas Maglio, City of Madison Parks Division, (608) 266-6518.

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

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

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

#### METHOD OF MEASUREMENT

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

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

#### BASIS OF PAYMENT

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

#### BID ITEM # 90006: PLAYGROUND EQUIPMENT INSTALLATION

#### DESCRIPTION

Play equipment <u>shall be purchased by the City of Madison</u> and ordered for delivery from the play equipment vendor to be delivered to the Contractor's pre-determined receiving location. The

Contractor shall provide equipment and labor for off-loading, loading, and trucking as needed. Contractor is responsible for storing all equipment, securing all deliveries and insuring the completeness of the playground equipment order prior to installation. Original packing slips from each shipment shall be provided to the Engineer.

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

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

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

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

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

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

#### METHOD OF MEASUREMENT

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

#### BASIS OF PAYMENT

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

#### BID ITEM # 90007: PLAYGROUND BORDER TIMBERS

#### DESCRIPTION

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

Playground border timbers <u>shall be purchased by the City of Madison</u> 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 storing and securing all deliveries and insuring the completeness of the playground timber order prior to installation. Original packing slips from each shipment shall be

#### provided to the Engineer.

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

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

#### METHOD OF MEASUREMENT

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

#### **BASIS OF PAYMENT**

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

#### BID ITEM # 90008: PLAYGROUND SURFACING - RUBBER MULCH

#### DESCRIPTION

This item shall include all necessary work, labor and incidentals required to receive, store, transport and distribute rubber mulch playground surfacing.

All playground surfacing rubber mulch <u>shall be purchased by the City of Madison</u> and delivered to one of two Madison locations. The rubber mulch shall be available at the City of Madison Goodman Maintenance Facility, 1402 Wingra Creek Parkway, or the Forest Hill Cemetery, 1 Speedway Road, depending upon available storage area. These facilities are open 7:30 am to 2:00 pm for Contractor pickup. The Contractor shall provide equipment and labor for loading, trucking and off-loading as needed. Contractor is responsible for securing all deliveries and insuring the completeness of the playground surfacing rubber mulch order prior to installation.

The playground surfacing shall be installed to the finished elevations as indicated on the plans. Minimum installed depth of rubber mulch is nine (9) inches.

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

#### METHOD OF MEASUREMENT

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

#### **BASIS OF PAYMENT**

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

#### BID ITEM # 90009: RELOCATE EXISTING BENCH

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to dissemble, store and reassemble the existing green metal playground bench located near the basketball court at the open space off of Rustic Parkway at the south end of Highland Manor Mobile Home Park, to the location shown on the plans. Also include in this bid item is the removal/disposal of the concrete pad, topsoiling, seeding and matting the removed bench area.

#### METHOD OF MEASUREMENT

Relocate Existing Bench shall be measured per lump sum.

#### **BASIS OF PAYMENT**

Relocate Existing 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 SPECIAL PROVISIONS

# SECTION E: BIDDERS ACKNOWLEDGEMENT

# HIGHLAND MANOR PARK IMPROVEMENTS

## CONTRACT NO. 7466

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2014 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos, Q through issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
  - If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
  - The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of frust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
  - I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. AF 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).
  - hereby certify that all statements herein are made behalf on 'nΪ Medisons Compercial Lucks come (name of corporation, parmership, or person submitting bid) a corporation organized and existing under the laws of the State of USCONN a partnership consisting of TNE Aubb
    - : an individual trading as ; of the City of made son Onner State ; that I have examined and carefully prepared this Proposal, of S 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

2.

3.

4.

QC

tebrugry day of Sworn and subscribed to before me this

my-commission Expires  $\frac{7/20}{20/8}$ Bidders shall not add any conditions or qualifying statements to this Proposal

# Contract 7466 – Madison Commercial Landscapes

# Section F: Disclosure of Ownership and BVC

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

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

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

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

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

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

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

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

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

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

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

Other Construction Business

Not Applicable

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

# **Best Value Contracting**

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

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered

apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

Contractor has been in business less than one year.

Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

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

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

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

BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

CEMENT MASON (HEAVY HIGHWAY)

DATA COMMUNICATION INSTALLER

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

ROOFER and WATER PROOFER

SHEET METAL WORKER

STEAMFITTER

STEAMFITTER (REFRIGERATION)

□ STEAMFITTER (SERVICE)

TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

# HIGHLAND MANOR PARK IMPROVEMENTS

CONTRACT NO. 7466

Date: 2/20/15

		Madison C Lands		
Item	Quantity	Price	Extension	
Section B: Proposal Page				
10911.0 - Mobilization - LS	1.00	\$6,000.00	\$6,000.00	
20101.0 - Excavation Cut - CY	75.00	\$15.00	\$1,125.00	
20130.0 - Underdrain - LF	212.00	\$12.00	\$2,544.00	
20140.0 - Geotextile Fabric Type SAS Non Woven - SY	304.00	\$3.49	\$1,060.96	
20202.0 - Fill Borrow - CY	114.00	\$16.50	\$1,881.00	
20217.0 - 3" Clear Stone - Tons	80.00	\$15.00	\$1,200.00	
20701.0 - Terrace Seeding - SY	972.00	\$1.75	\$1,701.00	
21001.0 - Erosion Control Plan and Implementation - LS	1.00	\$750.00	\$750.00	
21002.0 - Erosion Control Inspections - Each	5.00	\$50.00	\$250.00	
21011.0 - Construction Entrance - Each	1.00	\$450.00	\$450.00	
21013.0 - Street Sweeping - LS	1.00	\$120.00	\$120.00	
21014.0 - Clear Stone Berm - Each	1.00	\$500.00	\$500.00	
21017.0 - Silt Sock - Provide, Install & Maintain - LF	65.00	\$11.50	\$747.50	
21022.0 - Silt Fence - Provide, Install & Maintain - LF	250.00	\$5.00	\$1,250.00	
21063.0 - Erosion Matting, Class I, Type A - Organic - SY	972.00	\$2.00	\$1,944.00	
30301.0 - 5 inch Concrete Sidewalk - SF	64.00	\$13.00	\$832.00	
40102.0 - Crushed Aggregate Base Course Gradation #2 - Tons	188.00	\$19.00	\$3,572.00	
40201.0 - 3" of HMA Pavement Type E-0.3 (1 lift) - Tons	62.00	\$169.00	\$10,478.00	
40321.0 - Undercut - SY	55.00	\$19.00	\$1,045.00	
50401.0 - 12" Storm Sewer Pipe - LF	140.00	\$46.35	\$6,489.00	
50417.0 - 30" RCP Storm Sewer Pipe - LF	8.00	\$71.70	\$573.60	
50741.0 - Type "H" Inlet - Each	4.00	\$1,450.00	\$5,800.00	
90000.0 - Salvage and Reset 30" Apron Endwall - LS	1.00	\$2,360.00	\$2,360.00	
90001.0 - Construction Fencing - LF	510.00	\$1.97	\$1,004.70	
90002.0 - Hauling and Disposal - CY	71.00	\$18.00	\$1,278.00	
90003.0 - Strip Topsoil - SY	1,238.00	\$4.00	\$4,952.00	
90004.0 - Topsoil Redistribution - SY	594.00	\$4.00	\$2,376.00	
90005.0 - Install Basketball Pole, Backboard, Rim and Net - LS	1.00	\$1,200.00	\$1,200.00	
90006.0 - Playground Equipment Installation - LS	1.00	\$7,500.00	\$7,500.00	
90007.0 - Playground Border Timbers - Each	51.00	\$12.00	\$612.00	
90008.0 - Playground Surfacing - Rubber Mulch - CY	78.00	\$40.00	\$3,120.00	
90009.0 - Relocate Existing Bench - LS	1.00	\$150.00	\$150.00	
Totals			\$74,865.76	

Bond No. 1001004554

# SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Michael J Amble dia Madison Commencel Landscopes ja corporation of the State of \_\_\_\_\_\_\_\_\_\_) (individual), (partnership), hereinatias referred to as the "Principal") and <u>Ample Constant</u>, a corporation of the State of <u>California</u> (hereinatias referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound with the City of Madison, (hereinatias 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 end assigns jointly and severally, firmly by these presents

The conditions of fills obligation are such that, whereas the Principal has submitted, to the City of Madison a contain bid, including the related elternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of

# HIGHLAND MANOR PARK IMPROVEMENTS CONTRACT NO. 7466

It said bid is rejected by the Obligee, then this obligation shall be void.

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If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (property completed in accordance with said bid) and shall turnish 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, than this obligation shall be void.

If said bid is accepted by the Obliges and the Principal shall fail to execute and deliver the contract and the performance and payment bord 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 forfell to the Obligae as liquidated damages the summentioned 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 forfeled sum which exceed the equal figurdated damages incurred by the Obligee

The Surety, for value received, hereby stipulates and agrees that the obligations of sald Surety and its bond shall be in no way impaired or alfected by an extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and the Surery have horeunto set their hends and seals, and such of them as are corporations have caused their corporate seals to be hereto alfixed and these procents to be signed by their proper officers, on the day and year set forth below.

Seal

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By:

Principal

Michael J. Amble dua Madison Commercial Landscapes

American Contractors Incennity Company

Name of SureN 8y

David Wilson, Attomey-in-Fact

02/12/15 Clain.

2/12/15

This carbins that I have been duly licensed as an agent for the above company in Wissonsin under Upense No. 1126 cle for the year 2015 and sapointed as attorney in fact with authority to execute this bid bond and the payment and performance bond reletted to above, which power of attorney has not been revoked.

02/12/15

Dele

JM Wilson Corporation Agent

660 E. Carmel Drive, Suite 320

Address

Carmel, IN 46032 City, State and Zip Code

and the first and the state of the first f

317-571-7700

Telephone Number

#### NOTE TO SURETY & PRINCIPAL

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

Power of Altomey showing that the agent of Surety is currently authorized to execute conds on behalf of the Surety, and in the amounts references above:
# 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 Bouiding 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:

### David Wilson or Nathan Schnelker of Carmel, Indiana

us 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 honds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\* Dattacts (\$ \*\*3,000,000,00\*\* ]. This Power of Attorney shall explice without further action on December 8, 2016. This Power of Attorney is granted under and by

authority of the following resolutions adopted by the Boards of Directors of the Companies:

Pro Reserved that the President, any Vice-President, any Antistant Vice-President, any Societary so any Assistant Secretary shall be and its hereby vested with full power and authority to appoint any one or more somable persons an Attorney(s)-in-Post to represent and set for and on behalf of the Company subject to the following provident:

Attendent/officed may be given full prover and authority for and in the name of and in herball of the Company, to execute, acknowledge and deliver, any and all booch, reregentizates, contracte, agreements or indomnity and other conditional or utiligatory undertakings, including any and all consents for the release of retained percentages and/or final extinuities on engineering and comparation contracts, and any and all consents for the release of retained percentages and/or final extinuities on engineering and comparation contracts, and any and all consents for the release of retained percentages and/or final extinuities on engineering and comparation contracts, and any and all documents canceling or terminating the Company's liability descurates, and any such instruments so executed by any such Attendery-in-Fact shall be blocking upon the Company or if signed by the President and scaled and effected by the Comparate Secretary.

Be it Rendered that the stimulate of any authorized officer and seal of the Company heretofore as layeafter affixed to any prover of attorney we any certificate relating therefore as layeafter affixed to any prover of attorney we any certificate relating to the factority and and be which and binding upon the Company with respect to any board of attaleness of attorney.

IN WITNESS WHEREOF. The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY TERAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALITY INSURANCE COMPANY









State of California

**Corporate Seals** 

County of Los Angeles 55:

On 10th flay of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of Anierican 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 seknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) 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, Jeannie Lee, 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 Wingers Where of F have become because hand and affixed the scale of said Companies at Los Angeles, California this  $\frac{27h}{127h}$  day of  $\frac{127h}{127h}$ 





Jeannie Lee. Assistant Secretary

# SECTION H: AGREEMENT

THIS AGREEMENT made this <u>IB</u> day of <u>MANCH</u> in the year Two Thousand and Fifteen between <u>MICHAEL J AMBLE dba MADISON COMMERCIAL LANDSCAPES</u> 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 <u>MARCH 17, 2015</u>, 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:

# HIGHLAND MANOR PARK IMPROVEMENTS CONTRACT NO. 7466

- 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 <u>SEE SPECIAL</u> <u>PROVISIONS</u>, 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 <u>SEVENTY FOUR THOUSAND EIGHT</u> <u>HUNDRED SIXTY-FIVE AND 76/100</u> (\$74,865.76) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b.

# 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 original 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.

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.)

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.

# HIGHLAND MANOR PARK IMPROVEMENTS CONTRACT NO. 7466

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

Countersigned:

MICHAEL J AMBLE dba MADISON COMMERCIAL LANDSCAPES

Company Name 2 President Date

Witness

Witness

Date

3-6-15

Date

Secretary

Approved as to form:

Date

# CITY OF MADISON, WISCONSIN

Nim

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

ice Director Ćity Attorney 5 Apri no Signed this 0 day of 4-2-15 Mayo Date 3-25-15 m COR Witness City Clerk Date

# Bond No. 1001037612

#### SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we MICHAEL J AMBLE dba MADISON COMMERCIAL LANDSCAPES

as principal, and American Contractors Indemnity Company.

Company of <u>California</u> as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of <u>SEVENTY FOUR THOUSAND EIGHT HUNDRED SIXTY-FIVE AND</u> 75/100 (\$74,865.76) 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 Medison for the construction of:

# HIGHLAND MANOR PARK IMPROVEMENTS CONTRACT NO. 7465

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 <u>18th</u> day of Countersigned:

Witness

MICHAEL J AMBLE dba MADISON COMMERCIAL LANDSCAPES Company Name (Principal) Material President President

March, 2015

Approved as to form:

**City Attorney** 

3/18/15

Surely Soal Salary Employee Commission By Allomey-in-Fact David Wilson

American Contractors Indemnity Company

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under-License No.\_\_\_\_\_1112606 for the year 20\_\_\_\_5 and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney, has not been revoked.

waved Wil Agent Signature David Wilson

Date

Secretary

ler, 1/162312-87458 Highland MonerManShF.dr.

# 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:

## David Wilson or Nathan Schnelker of Carmel, Indiana

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 Attomay(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Anorney-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 scaled 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 10th day of December, 2012.

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

By:





Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, 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(s), or the entity upon behalf of which the person(s) 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.

(Scal)

Signature



I, Jeannie Lee, 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 day of March 2015









# SECTION J: PREVAILING WAGE RATES

Not applicable

Rev. 1/16/2015-#7466 Highland ManorNonSBE.doc



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M: Maps parks Highland Manor Basketball\_Path2015 Highland Manor Parkimprovements. dgn

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	Highlan	d Manor Park Playgro	und Basketball & Path -	Earthwo	rk Quanti	ties			:			Γ	7.1 Adjust	Subsoil Excavate	Drain tile - epprox 210 f wide x average 2 t deep	in/a	n/a	2	10 2.00	,	420	15.6	0%	15.6				City of Madison
		lison, WI Public Works Cont ed: Jan 20 2015	i i i i i i i i i i i i i i i i i i i					1		ł	1		1		Drain tile stone - approx ft x 1ft wide x average 2	210												Department of Public Work
	Notes					-			-						deep (approx - includes volume of pipa itself)	^		1										
	Positive ve	i lumes are cuts, negative volu	mes are fils.		ļ	:		Į		1			7.2 Adjust	Drain Tile Stone Place	MW storm sewer - strip	n/a	n/a	2	<u></u>			-15.6	0%	-15.6				PARKS DIVISION
	Not ali par	a of all surface models (Digit	al Terrain Models) are used for	computatio	ins or intend	ed for actu	al constructi	lon. )				- F	8.01 NW Storr	Topsoil Excavate	topsoli (pretiminary quar NVV storm server - remo	utity) n/a ve	n/a	. 10	11 0.60	2	506	18,7	0%	18,7				City-County Building, Suite 104
	Existing	HiManor_Survey2014-08-2 HighManor_Park_Pro3.dtn	7.dtm	]									0 00 MM 01	Pavement Excavale	paved dminage ditch to road to existing storm s	m		1	50 0.50			2.8	0%					210 Martin Luther King, Jr. Blvd. PO Box 2987
	Proposed	Highmanor_Park_Pros.doi	1	1		·····	·····	-			+		0.02 1999 5100	Pavenent Excavate	IWV storm sewer - gross	ewer iva	20/8		50 0.50	·	/5	2.8	0%	2.8				Madison, WI 53701-2987
								Unfac-	Unfac-	Expan	Factores	7	6.03 NW Ston	Subsoil Excavate	subsoli excavation (preliminary quantity)	Ex-6in	Pro-6in	. 11	61 varie:	s	83	3.1	0%	3.1				
				From	70			tored	tored	sion	pacted				NW storm sewer - gross subsoil placement													play
1	Grp	Materiai	Aem	Surface Model	Surface Model	area (sq fl)	depth (fl)	volume (cu fl)	yolum ( (cu yd)		(cu yd)		B.04 NW Ston	subsoil Place	(preliminary quantity)	Ex-6in	Pro-6in	11	61 verie	s	-601 -	-22.3	0%	-22.3				MADISON
1.1	Grass to Grass	Topsoll Excavate	Strip fin lopsoil		o/a	4066	0.50	203					8.05 NW Storr	Topsol Place	NW storm sewer - place topsoil	n/a	n/a	11	38 -0.50	0	-569 -	21.1	0%	-21.1				PARKS
	Grass to								1			1			NW storm sewer - place gravel base under asphr	i 6in R			8									FARICS
1.2	Grass Grass to	Subsoll Excavate	Excavate subsoit to subgrade		Pro-6in	4055	varies	42				A . E	8.06 NW Ston	Gravel Place	around Storm Sewer Structure C	n/a	n/a		23 -0.50		-12	-0.4	0%	-0.4				
1.3	Grass Grass to	Subsoil Place	Place subsoil to subgrade	Ex-6In	Pro-6In	4066	varies	-1243	2 -46.	.0 09	6 -46	4			NW storm sewer - place asphalt around Storm S													•
1.4		Topscil Place	Place 6in topsoil	n/a	n/a	4066	-0.50	-203	3 -75.	.3 09	6 -75	3	8.07 NW Stor	Asphalt Place	Structure C	n/s	n/a		23 -0.2	5	-6	-0.2	0%	-0.2				
			Path & Playground: estimated volume of new									] · [			NW storm sewar - redu subsolt place by volume													
	Grass to	Storm Sewer (placeholder	storm structure & full length												esphall & gravel more li 6in below surface (to ba	187									1997 - 19			
1.5	Grass to Grass	Storm Sewer (placeholder volume)	of 12in pipe (to adjust subsol place volume)	n/a	iva	. n/a	n/:	a -308	8 -11.	4 09	6 -11	4	8.08 NW Stor	Subsoil Place	volume comps	n/a	nra		23 0.25	5	б	0.2	0%	0.2				PROJECT:
			Path & Playground: estimated volume of new							1		] [			NW storm sewer - appr volume of new storm	DX.		1										HIGHLAND
			atom structure & full length	1				1	1		1.			1	structures & pipe within surface model (to acjus				1									MANOR PARK
1.6	Grass to Grass	Subsolt Place	of 12in pipe (to adjust subsoi place volume)	n/a	n/a	n/a	n/	a 30	8 11.	.4 05	s 11	4			subsoil volumes). Excit	des			1									IMPROVEMENTS
	Grass to Asphalt	Topsoil Excavate	Strip 6in topsoil		0/2	3300	0.50	165			-	1 L	8.09 NW Stor	Storm Sewer (placehold n volume)	item.	n/s	nia		va tva		-190	-7.0	0%	-7.0				INVIPAOVEIVIEN/IS
2.1	Grass to		Excavate subsoil to	1.1.1		0000		100							NW storm sewer - radu subsoli place volume by													
2.2	Asphalt Grass to	Subsoil Excavate	pavement subgrade Place subsoil to pavement	Ex-8In	Pro-12in	3300	vartes	135	5 50.	.2 05	\$ 50	2			approx volume of new s structures & ploe within	torm .												HIGHLAND MANOR
2.3	Asphalt Grass to	Subsoil Place	subgrade Place 9in gravel base out 6in	Ex-6in	Pro-12in	3300	varies	-	8 -0.	.3 03	<u>4 -0</u>	3			surface model. Exclud	es			1								•	PARK
2.4	Asphalt	Gravel Place	from pavement edges	n/a	n/a	3300	-0.75	-247	5 -91.	7 03		7	8.10 NW Ston	n Subsoil Place	.140tt 12in pipe in separ संस्त.	n/a	n/a	7	va nia		190	7.0	0%	70				13 MANOR DR
2.5	Grass to Asphalt	Asphalt Place	Place 3in asphalt	n/a	n/a	3031	-0.25	-75	8 -28	1 09	-28	1 6	and concerns in	Sum of	i i i i i i i i i i i i i i i i i i i					٦								MADISON, WI 53713
	Grass to		Place 3in topsoll on 6in wide	n/a		269		1				B		Factored											د	, ,		1010010,000000
	Asphalt Grass to		gravel edge	n/a	n/a		-0.25	-6	7 -2	-	1	.5		(Uncom- pacted)														
3.1	Concrete Grass to		Stilp 6in topsoli Excavate subspil to	n/a	n/a	77	0.50	3	9 1	4 03	61	4		Volume						1								
3.2	Concrete	Subsoil Excavate	pavement subgrade	Ex-6In	Pro-11in	π	varies	· · ·	0 0	.0 05	<u>6 0</u>	.0 F	tow Labels	i + yd)		lotes / chec sphalt = 30				-								
3,3	Grass to Concret		Place subsoil to pavement subgrade	Ex-6In	Pro-11in		varies		7 -0	.2 09	x -0	2				.spnait≖ 30 3 sqiftx 3ìn												
	Grass to Concret		Place 6in gravel base out 6in from pavement edges	ala	ala	77	-0,50		9 -1			-			· 🚽	0.2 cu yd =	- 28.4 cu y											
	Grass t			lve						-		1 6	Asphalt Place Border Timber	Place	28.4 0	on/cu yd = £	51.3 ton			-								
3.5	Concret Grass to	Concrete Place	Place 5in concrete Place 5in topsoil on 6in wide	n/a	n/a	54	-0.42	-2	7 -1	.0 01	K -1		Placeholder V		-2.5	lot part of bi	id quantitie	¥5										
3,6	Concret Grass to	Topsoll Place	gravel edge	n/a	n/a	13	-0.42	-	5 -0	2 09	% -0	.2	Concrete Plac			Concrete (8x in = 1.0 cu		pad) = 6	34 sq fi x									
	Play								1				Sravel Place		94.2	4 cu yd x 2	tor/cu yd			-								Although every effort has been made in preparing the plans and checking them for accuracy, the contractor subcontractors must check all details and dimension.
4.1	Surface Grass I	Topsoil Excavate	Strip 6in topsoil	n/a	n/a	2721	0,50	136	1 50	.4 05	<u>% 50</u>		- avement Exc	augusto	2.8	Pavement Ex bad at NW d	kcavate = i	existing	ditch off									subcontractors must check as details and dimensions their trade and be responsible for the same,
	Play Surface	Subsoli Excavate	Excavate subsoll to play	Ex-6in	Pro-7in	2721	varies	1 .	2 1	.9 01			- GACHICHT EVC	avale		Play surface				-								ITEM DATE
4.2	Grass In	Subson Excavate	subgrade	23-00	1210-781	2121	varies	-	<u>4</u>		<u>%                                    </u>	-			L L	ncompacted	d = 76 cu y	yd, less	portion in	۱								Drawn by: SCL 01-05-201
4.3	Play Surface	Subsoil Place	Place subsoil to play suborade	Ex-Sin	Pro-7in	2721	varies	-170	4 -63	.1 05	-63		Play Suiface F Storm Sewer (		75.1 e	sphalt ramp	) = /5 cu y	/d										Rev DCR 01-20-201
	Grass t		Place 9in uncompacted	1-2	1		Pontoral .	1				-1 h	olume)			lot parl of bi	id quantitie	es										
4.4	Play Surface	Ptay Surface Place	rubber chips (expected to compact to 7in)	n/a	ณ่อ	2721	-0,58	-158	7 -58	.8 291	-75		Subsoil Excav Subsoil Place		72.6					-								
	Grass to Border		· ·						1			1 1	Topsoil Excave	te	08.2					1								
5,1	Timber	Topsoil Excavate	Strip 6in topsoll	n/a	n/a	68	0.50	3	4 1	.3 0	% 1		Topsoil Place Drain Tile Stor		99.1 15.6	Part of drain	tile lump	8.0m)		_								
	Grass b Border	' <b> </b>	Excavate subsoil to		1				-	1	+	1	Grand Total		64.8													
5.2		Subsoil Excavate	pavement subgrade	Ex-6In	Pro-12in	68	varies		9 0	3 0	% (	3 1	Net of topsoil	k subsoil	68 cu yd (positive =	extra mater	ial left ove	r)		;								PUBLIC WORKS PROJECT #:
	Border		Place subsoil to pavement	1				1										** *******		····-{								7466
5.3	Timber	Subsoil Place	subgrade Place Border Timbers	Ex-6In	Pro-12in	68	varies	-3	13 -1	.2 05	% -1	2	Reorganized	into bid table items														
	Grass t	Desident Testan Dise	(placeholder volume to						1.	1	1		Bid Item	Quantity	Units	Relation to												SHEET TITLE:
5,4	Border Timber	Border Timber Place (Placeholder Volume)	balance volume computations)	n/a	n/a	68	~1.00	-6	i8 -2	.5 01	* -2	.s	Excavation Cu		75 CY F	avement Ex	xcavale+S	ubsoil E										DESIGN
		+	Asphait - Place ramp in play surface to subgrade (8ft wide								1		ill Borrow *			ubsoll Plac												
6.1	Adjust	Asphalt Place	2.25 ft @ 3:1 stope)	n/a	n/a	18	-0,25		5 -0	2 05	× .c		Strip Topsoil Topsoil Redist			opsoli Exca opsoli Place												CALCULATIONS
6.2	Adjust	Gravel Place	Path Gravel - place under ramp in play surface	n/a	tv/a	25	-0,75	-1	9 -0	.7 0	* -0	1 1	lauling & Disp		71 CY	avement Ex	xcavate +	Topsoil	& Subsoil									SHEET NUMBER:
			Reduce subsoil place in play area by 1/2 of path ramp	1	1					1		1 1				Excavate & F	Place (rem	loved fro	m site)									
6.3	Adjust	Subsoil Place	asphalt/gravel volume	n/a	n/a	r/a	n/a	t	2 0	4 05	ж о	A .	a total of 114	CY of Fill Borrow is n	eded, partly supplied	by the 73 C	Y of Subs	oil Exca	vate. The									1.10
			Reduce play surface volume by 1/2 of path ramp									1	emainder of th	e Fill Borrow will be T	psoil Excavate (114 - from the site. Any top	73 = 41 CY)	), leaving o	only (208	3 - 99 - 41	) (								
		Play Surface Place	asphali/gravel volume				n/a	1	2 0	4 05	s 0	- F - 18	- on ur extra	ILLISOII TO DE LEMOVED			FIII BOTTO	w will or	W DR USP	ert :								

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